Pennydroid Studios Ltd.
http://www.pennydroid.com
pennydroid@pennydroid.com
+44 (0)191 243 7888

Terms and Conditions

1. Definitions and Interpretations

Delivery – When a product is provided by the seller to the buyer in the agreed completed form.

Download Email – An electronic mail containing a clickable URL to which the buyer can download the product to an electronic device or work station.

Initialise – To upload the product to an external location, usually a server or web host, on behalf of the seller.

Feature – A specific section or major aspect as part of the product as a whole. For example the Gallery of a website would be a feature of the product.

Code Base – The code written by the seller.

2. Contract

a. This contract is agreed between Pennydroid Studios Ltd and the company, firm, partnership or individual/s ordering a product or service.

3. Payment

a. All payments are due upon delivery of the product. If a payment is not received or the payment method is declined, the buyer forfeits any rights or ownership of the provided product.

b. Unless agreed upon between all parties prior to delivery, payment will be made by cheque to the company name provided in the electronic invoice.

4. Product Delivery

a. When the buyer is satisfied with the quality of the product, a download email will be provided to the seller. The buyer considers the product 'delivered' at the date and time the download link is sent. Links will remain active for a minimum of 7 days starting at the time of delivery. The seller has no obligation to provide the buyer with an addition download link email on or after the 7 day delivery period, although they may still do so.

b. If the buyer requires that the product be initialised by the seller, the seller considers the product 'delivered' once the product has been initialised on behalf of the buyer. Initialisation will be done in replacement of download email delivery or, on the buyer's request, in addition to.

5. Refund/Amendment Policy

a. All products are entitled to be refunded or amended based on a customer complaint within 14 days. Amendments are made by the seller to features within the product that are included on delivery. The seller is under no obligation to create any additional features after product delivery that were not agreed upon prior to delivery.

6. Rights and Ownership

a. Upon receiving the product from the seller, the buyer accepts that they own a royalty free copy of the code base. However, while the buyer may do as they wish with the delivered product, the buyer does not have any exclusive right to the product and therefore has no legal recourse should the seller decide to reuse the code either in part, or in its entirety on a separate project.

b. The seller retains any and all ownership of domain names purchased on behalf of the buyer. The seller leases the domain name while using the seller's hosting service.

c. Buyers may request that the seller transfer the ownership of domain names at any time. The seller has the right to decline, although this is unlikely.

7. Product Quality

a. Reasonable effort will be given to ensure the quality standard of the product is as uniform as possible over multiple OS platforms, software packages and hardware devices. However the buyer accepts that not all electronic mediums will display the product identically or with the same quality factor.

8. Website Hosting Management Rights

a. The buyer will not have access of any kind to files or services retained on any of the seller's servers. Any website management will be performed by the seller on request of the buyer.

b. Website management including the editing of small amount of data within features. For example editing text or changing images. Any feature additions or extensions may incur additional costs which will be agreed upon by the buyer before any work begins.

c. The buyer has the right to request, at any time, that the seller provide them with a copy of the website hosted on the seller's server.