Codent Web Design, Development & Hosting Terms & Conditions

Last updated: 21st April 2025

1. Application and Entire Agreement

1.1 These Terms and Conditions apply to the provision of the services detailed in our quotation ("Services") by Mark Ridley T/A Codent ("we," "us," "Service Provider," or "Codent") to the person purchasing the services ("you," "Client," or "Customer").

1.2 You are deemed to have accepted these Terms and Conditions when you accept our quotation, when we begin performing the Services, or when you make any payment toward the project (whichever occurs first). These Terms and Conditions and our quotation (together, the "Contract") constitute the entire agreement between us.

1.3 You acknowledge that you have not relied on any statement, promise, or representation made or given by us or on our behalf. These Terms and Conditions apply to the Contract to the exclusion of any other terms you may seek to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

2. Interpretation

2.1 "Business day" means any day other than a Saturday, Sunday, or bank holiday in England and Wales.

2.2 "Hourly Rate" is currently set at £45 per hour.

2.3 "Day Rate" is currently set at £360 per day.

2.4 Headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

2.5 Words imparting the singular include the plural and vice versa.

3. Quotation & Payment Terms

3.1 All website design and development work created by Codent remains our property until full payment is received. This includes all rights to reproduce, distribute, display, and create derivative works. Once full payment is received, ownership transfers to the Client.

3.2 A non-refundable deposit of 50% of the total project cost is required before work begins. The remaining balance is due upon completion and before delivery.

3.3 Alternative deposit arrangements may be agreed in writing at our discretion.

3.4 If a lower deposit is accepted, work will not commence until the balance is topped up to reach 50% of the total project cost.

3.5 All fees must be paid by the due date specified on the invoice or as otherwise agreed.

3.6 Quotations are valid for 14 working days. If acceptance occurs after this period, a new quotation may be required.

3.7 The first annual web hosting fee must be paid in advance before a website can go live or remain online. Late payment may result in delayed launch, with each 24-hour delay in payment causing a 48-hour delay in launch. This clause may be waived at our discretion.

4. Late Fees & Charges

4.1 Invoices are issued on NET14 terms unless otherwise agreed. No terms will be shorter than 14 days.

4.2 Late payment fees will apply in accordance with the UK Government's guidelines: https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt

4.3 Clients will be notified of impending late fees where possible. If payment remains outstanding, fees will apply.

4.4 Late fees will be invoiced weekly and must be paid along with the original invoice before project files are released or hosting continues.

4.5 Late payments may delay project launch or website availability, with each 24-hour delay in payment causing a 48-hour delay. This clause may be waived at our discretion.

4.6 Clients who pay less than 50% of the deposit have 90 days from the initial payment to make the balance. If unpaid, the agreement may be terminated and any payments made will be non-refundable.

4.7 If a project is not completed within six months of deposit payment, Codent may terminate the agreement or quote for an extension. All fees must be settled before files are released.

5. Content and Intellectual Property

5.1 The Client is responsible for obtaining appropriate licenses or permissions for any text, images, or content provided to Codent.

5.2 If unlicensed or copyrighted content is provided, the Client agrees to cover all costs for removal, charged at Codent's Day Rate.

5.3 The Client assumes full responsibility for resolving issues with the original rights holder, including legal or settlement costs.

6. Website Security and Maintenance

6.1 All clients hosting content management system (CMS) websites on Codent's servers—including but not limited to WordPress—are responsible for keeping the CMS core, themes, and any plugins or modules secure and up-to-date. Clients must ensure user accounts are secure and accessible only by authorised personnel. Codent is not liable for any issues resulting from outdated software, misconfigurations, or unauthorised access.

7. Website Hosting

7.1 Websites developed by Codent are hosted on Codent servers. Clients wishing to use third-party hosting must pay at least Codent's Day Rate for migration. Final cost must be agreed and paid in advance.

7.2 Once hosted externally, Codent ceases support unless the Client pays in advance for ongoing support at our Day Rate.

7.3 At our discretion, fixed-cost maintenance contracts may be offered for third-party hosting, agreed separately in writing.

7.4 No third party will be granted server access (e.g., FTP, SFTP, SSH, cPanel). Clients requiring this must use third-party hosting, and Clause 7.1 fees will apply.

7.5 Clients are limited to 50MB per file upload. Video files must be hosted externally (e.g., YouTube/Vimeo) and embedded.

7.6 If a website later requires video hosting or streaming, hosting costs will increase based on bandwidth needs. This must be agreed and paid annually in advance.

7.7 Clients must provide Codent with timely access to their domain or DNS management panel for launch.

7.8 If such access is not provided, time spent liaising with third parties will be charged at the Hourly Rate.

7.9 Clients may move hosting at any time, but no refunds will be issued for unused time on the current hosting package.

8. Changes to Terms and Conditions

8.1 Codent reserves the right to modify these Terms and Conditions at any time without prior notice. Changes take effect immediately upon being posted.

9. Governing Law and Jurisdiction

9.1 These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.