

Terms & Conditions

Invoicing & Payment

Invoices shall be payable within thirty days of issue, after which time, they will attract interest at 8% above Bank of England base rates.

Alterations to standard rate or terms

From time to time it may be necessary for us (Onega) to alter our standard hourly rate, in which case we will give you four weeks' advance notice in writing or electronically.

Confidentiality

All contracts are subject to agreement of the Onega Limited Mutual Non-Disclosure Agreement, which forms an appendix to this document.

Poaching

Clients & connected parties thereof shall not solicit the direct employment of Onega staff or contractors save through Onega itself, during the period of contract (both Onega employee/associate & client contract), or the subsequent twelve months. Where this occurs, Onega will be due a fee of 30% of the employee's (or contractor's) first year gross income, from the company.

Validity of Quotes

Quotes are valid for a period of fourteen days after issue, and need to be confirmed beyond this time.

Termination

All contracts are normally terminated by giving 30 days written notice, unless superseded in a separate service schedule.

Limitation of Liability

Onega Ltd, its staff & contractors, shall not be held liable for any failures of client's systems, or the consequences thereof, save for our contractual obligations to provide support for these systems to best endeavours.

Dissatisfaction

If at any time you are dissatisfied with the service you (the client) have received from Onega, or its agent, you should alert us immediately so that remedial action can be taken.

Service Levels

All service levels are maintained to best endeavours, and whilst normally met, cannot be absolutely guaranteed at any time. Where we (Onega) fail to meet service levels, a service credit will be generated, and offset against your (the Client's) next bill.

Retention of Title

Onega shall own all goods supplied by us, until they have been paid for in full by the client.

Location of Work

Work shall be variously carried out on client sites, at Onega's offices, staff home offices, or wherever shall be deemed appropriate to accomplish any given task most effectively and efficiently.

Nomination of Agent

Onega Ltd reserves the right to subcontract any or all work in a contract to a third party, as it shall deem appropriate.

Intellectual Property Rights

Once a project has been paid in full, intellectual rights to the executable object code produced shall be transferred to the client.

Legal Status

Onega Limited is registered in England and Wales. Company Registration No.3664883
VAT Registration No. GB 760 9421 27

Variation

No changes may be made to support contracts, unless documented & signed by both parties.

Severability

If any of the terms of our contract become invalid, illegal or unenforceable, such terms will not affect the obligations of the parties thereunder.

Governing Law

All Onega contracts shall be governed and construed in accordance with the laws of England.

Disclaimer

The contents of this document were correct at time of writing, but we cannot be held responsible for errors herein and reserve the right to make alterations at any time, in which case we will give eight weeks' advance notice of such change before effect for existing clients which may be delivered in writing, by electronic communication and published on the company website.

Definitions

Throughout this document 'we' or 'us' should be read to mean Onega Limited, and 'you' indicates the client.

Copyright

Onega Ltd maintain copyright on all material generated by ourselves and our members in their activities on behalf of Onega, unless permission is specifically granted on each occasion.