

The Website Manager Terms and Conditions

www.thewebsitemanager.co.uk

Version: 1.2
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1. Contract

The customer's approval for work to commence shall be deemed a contractual agreement between the customer and The Website Manager.

Important: Approval for the work to commence and payment of the advance fee indicates that the customer accepts the terms and conditions outlined in this document.

2. Intellectual Copyright

The Website Manager will hold intellectual copyright of any material, including any source code and original images created for the customer until payment of the final invoice. At this time we will transfer this intellectual copyright to the customer.

3. Customer Responsibilities with Regard to Copyright

In situations where the customer provides images, text, animations or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright. Certain images provided by The Website Manager in the construction of the website may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in publicity material. The website owner is legally responsible for ensuring that this does not happen. If you wish to use any images from the site for other purposes please contact us for clarification.

4. Registration Charges

All third party costs arising from services provided by The Website Manager, including registration of domain names, hosting, mail boxes and software, shall be met by the customer. The customer shall be informed about such costs and shall only be liable for previously agreed purchases.

Important: The Website Manager recommend that customers register their own domain names so that they have full ownership of these, but where we have registered a domain name on the customer's behalf, we agree to transfer this domain name to the customer immediately upon request and without charge.

5. Search Engine Promotion

The Website Manager is not responsible for the customer's on-going web site promotion. Should the customer require the site to be promoted on an ongoing basis a separate contract for promotional hours must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimise your site for this we are unable to make any guarantees about the success of any search engine promotion activity.

6. Cancellation

Should the customer wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly. Any payments already made to The Website Manager shall be non-refundable. Any outstanding charges from 3rd party suppliers, including cancellation fees shall be immediately payable by the customer.

7. **IMPORTANT! Failure to Provide Required Website Content**

We are a small business. To remain efficient we must ensure that project work we undertake is carried out at a scheduled time. On occasions we may have to reject other work and enquiries to ensure that your work is completed at the time arranged. This is why we ask that you provide all the required information in advance. On any occasion where we cannot progress your website because you have not provided the required information

when you have agreed to do so, and we are delayed as result, we reserve the right to impose a surcharge of up to 10%. If you agree to provide us with required information and subsequently fail to do so by an agreed date, we reserve the right to close the project and the balance remaining becomes payable immediately.

8. Conceptualising

Conceptualising is the process of producing website concepts for customers. Concepts can include site mock ups, graphics and design proposals. For higher cost websites this will be included but for low cost sites (below £1000) please bear in mind that unless previously agreed, only one concept is possible. You should therefore ensure that you let us have your preferred colour scheme and design requirements beforehand. If you don't do this we will design the website appropriately but if it is not to your taste we may not be able to rework the website without additional charges. This is why it is often best to show us another website that you like as an example of what you require.

9. Travel Time and Expenses

Travelling time to and from customer premises is not generally included in our estimate. The Website Manager reserve the right to make a charge for travelling time at our normal consultancy rates. Likewise The Website Manager reserve the right to charge for travelling expenses based on 45p per mile. (NOTE: There will be no charges for travelling time or expenses incurred before you give your approval for work to commence.)

10. Quotations

The price quoted to the customer is for the work agreed on the quotation only. Should the customer decide that changes are required after work on the website commences, then we will accept these changes with the provision that additional charges may have to be negotiated.

11. Advance Payment

For fixed price projects an advance of 50% of the total cost of the project is required before work can commence. *After work commences this is non-refundable.*

For hourly arrangements, payment is required before work can commence. *After work commences this is non-refundable.*

12. Payment terms

Payment is currently accepted by cheque or bankers draft in UK Pounds Sterling, unless otherwise agreed. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.

13. Credit Card Payments

Credit card payments can also be accepted via PayPal from our website. We may, where appropriate, send payment requests via PayPal. You do not need a PayPal account to make a payment.

14. Payment

Payment of any balance will be due within 14 days of final invoice date. Any material previously published may be removed if payment is not received. When this occurs a minimum charge of £50 will be required to have the site restored.

15. Late Payment

Accounts that have not been settled within 7 days of our final reminder may incur a late payment charge of 10% of the amount outstanding. You will also be charged statutory interest of 8% above the reference rate (fixed for the six month period within which date the invoices became overdue) pursuant to the late payment legislation.

16. Future Support

A website is provided to and accepted by the customer as a fully functioning, completed work. *The Website Manager is not responsible for future support.* This support can normally be provided upon request and for an agreed fee. *No guarantee of future support is given unless an ongoing support package is negotiated.*

17. Future Site Problems

Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website, and The Website Manager will endeavour to protect it from this as much as we can during its creation. We cannot be held responsible for problems that develop on completed sites as a result of illegal activity.

18. Compliance with Ecommerce, Accessibility or Other Regulations

We build websites in accordance with the customer's specifications. It is the customer's responsibility to ensure that the website and its content comply with standing regulations. We cannot accept responsibility for any failure to comply with regulations related to accessibility, selling online or those related to a specific business or trade. We can research this on the customer's behalf and build sites to comply with any previously agreed standards upon request, but in any business where complex compliance issues exist, we recommend that the customer takes legal advice from their company lawyer.

Notes

Should The Website Manager waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit The Website Manager to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected.

The Website Manager reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact us using any of the methods below.

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