



UK Webit
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CONDITIONS OF TRADING

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Terms and Conditions related to the employment of UK Webit Internet to provide product and/or services. The Client is deemed to have read these terms and conditions of business and agreed to be bound by them. All Projects & associated documents issued by UK Webit make reference to these terms and conditions as published at www.ukwebit.co.uk and www.ukwebit.com

1. Definitions

Company: UK Webit

Client: The business, organisation or individual to which the company has agreed to provide products or service.

Products : Tangible goods created by the company (Web pages, photographs & Graphics etc) or provided by the company for the client

Services: Website Hosting, email services, Domain Names & IT configuration provided by the company for the client.

Project: The product/service as agreed between the client and company.

2. Obligations

The Company shall provide the agreed services and/or products to the best of its ability and shall take reasonable steps to comply with any timetable or other targets for progress, delivery, or completion which has been agreed with the client. The client shall provide the company with all requested information and data required to provide services and products to allow it to comply with the above conditions - the client will therefore endeavour to provide all information as requested within a reasonable timescale to ensure timetables are maintained.

3. Project Content and Media

Unless otherwise specified in the project quotation, it is assumed that any text or images provided by the client for inclusion in the product supplied by the company shall be provided in electronic format (email, CD-Rom etc) unless otherwise agreed. Additional expenses may be incurred and will be invoiced accordingly for corrective work, conversion of media or outside facility charges if applicable. The company will make every effort to return electronic media if requested by the client.

4. Fees and Payments

The Company will issue the client with a project quotation detailing all applicable charges prior to the provision of service or product. The company requires a non-refundable deposit payment from the client prior to commencement of a project on the client's behalf. The company also requires interim payments at set milestones if the project duration exceeds 30 days.

Interim payments for Website Projects are as follows;

- 25% Advance deposit prior to project start (Non-refundable)
- 25% Upon agreement of the website's 'Look and Feel'
- 25% At completion of 1st Draft for review
- 25% Balance at project completion and approval.

All projects undertaken that are not part of our web design and hosting services (egs: computer maintenance\configuration etc) will be charged at the current hourly rate charged by the company and will include travel expenses (mileage costs) as applicable.

All invoices must be paid in full by the client within 14 days of the invoice date. Unpaid invoices will at the discretion of the company render suspension of additional project work and\or service (as applicable) hosting & email accounts until such time as the clients outstanding account is paid. In the event that the company removes hosting and email facilities due to outstanding invoices, a charge of £75.00 will be made to reinstall such facilities back on-line.

The company reserves the right to change prices of products and services at any time & without notice – however, all pricing is guaranteed for accepted quotations and pre-paid services.

Clients are requested to provide written instruction for commencement of a project once a quotation has been accepted; such instruction can be either via written instruction or by supply of a client purchase order number.

Changes to any work completed or part completed that deviate from the original Client specification\quotation or any other part beyond control of the Company will be charged at the current Company hourly charge rate.

Unless specifically stated, Company charges do not include for any cost or service which may be required from other consultants, should such consultants be required the Client shall bear the net costs of such.

5. Termination

The agreement between the company and client may be terminated immediately;

- (a) By the Company upon written (post/fax /email) notice to the Client and will provide reason for termination.
- (b) By the Client upon written (post/fax/email) notice to the Company and will provide reason for termination.
- (c) By the Company if the Client fails to pay any fees due within the settlement period stated on the company's invoice (See Item 4 above)
- (d) By the Company if the client goes into liquidation, becomes bankrupt or ceases trading for any other reason.

6. Technical Support

The Company will supply Client support to the best of our ability on matters relating to product and service obtained via the Company only, the Company cannot offer support for products not supplied via the Company.

7. Communication

Any notice or other communication to be given by either party under these conditions must be in writing (verbal notice is not deemed as sufficient) and be via post, e-mail or fax to the last known postal, e-mail or fax address/number of the other party. Where notice is given by sending in this manner it shall be deemed to have been received by the other party. To prove the giving of a notice it shall be sufficient to prove it was despatched.

8. Rights /Copyrights.

On completion of a web project and all outstanding invoices are paid in full, the Client is assigned the rights to use as a "website" the design, graphics and text contained within the finished site. All programming/source code utilised in or developed for the website project by the Company shall remain the property of the Company and may be used for other company projects at the companies discretion. The rights to photographs, graphics, 3rd party source code etc shall remain the property of their respective owners.

9. Domain Names

Domain names purchased via the company shall be registered in the name of the client unless requested different by the client. The Company cannot amend domain names after registration and it is therefore the Clients responsibility to ensure "spelling" or other such abbreviations are advised to the company in writing prior to registration of a domain name. The Company will invoice as applicable for re-registration of a Domain name on behalf of the Client once it falls due for renewal and will continue to do so until such time as the Client advises different in writing to the Company.

10. Misuse of Service

Clients using the company's hosting & email products will encounter suspension of service should any of the following occur;

- (a) Sending of Spam or other unsolicited email.
- (b) Mailing Lists may be operated providing recipients are given clear "Opt in" & "Opt out" methods.
- (c) Hosting and email communication services are not to be used with any of the following references: nudity, pornography, violation of copyright or third party rights, threatening, abusive, harassing or defamatory statements, promotion of illegal activities or virus transmission.

We reserve the right to remove any files/material which we deem inappropriate from our servers without notice.

11. Hosting and e-mail

Projects hosted on our servers will encounter a yearly charge which will be charged to the Client on the 1st of each Month by Standing Order. This charge will include costs of hosting for a 1 year period and a client support with regard to the Product and Service supplied by the company.

The Company offer no guarantees in terms of down time, server maintenance etc for Client projects hosted by other 3rd party organisations.

A maximum of 5 e-mail accounts are included with the Company's hosting product, each email account thereafter incur a small charge which will be advised to the Client prior to setup.

12. Search Engine Promotion

Clients purchasing product from the company which include hosting (see item 11 above) will receive as part of the hosting product submission to a minimum of 200 search engines and a scheduled submission of 4 times in a 12 month period as part of the service.

The Company will make every effort to promote the Clients Project (if hosted by the Company) but cannot and does not guarantee high ranking in search engine results. The Company cannot accept responsibility or liability if any search engine, online directory or search site chooses not to list a clients website\project for whatever reason.

Clients requiring Search Engine promotion who do not receive the hosting product will be charged for this service at a agreed rate between the Company and Client.

13. Limitation of Liability

The Company shall not be liable for any failure in performance of obligation which is due to, or results from; any acts, events, omissions, happenings or non- happenings beyond reasonable control including acts of God, strike, work stoppages, government regulations, acts or directives, war, riot, flood, civil commotion, equipment or facilities shortage or delays which are experienced by providers of internet services generally or any circumstance beyond the control of the Company.

The Client agrees to indemnify the Company and shall hold it harmless from and against all loss, penalties, damages, liability, claims or expenses whatsoever arising in any way by the Client infringing, whether knowingly or otherwise, third party rights.

The Company shall not be responsible for any claimed damages which may result from servers going offline or being unavailable for any reason. This includes damages which may result from corruption or deletion of data. The Client agrees to indemnify and hold the company harmless from any claims of damage including but not limited to consequential damages resulting from the use of service which damages the customer or any other third party.

The Company cannot be held liable for any loss of business resulting from termination of any hosting\project\product held by the client as defined in section 4 above.

The Company cannot be held liable for any potential future loss of business resulting from termination of any hosting\project\product held by the client as defined in section 4 above.

14. Modifications

The Company reserves the right to add, edit, delete or modify these terms and conditions, our products and prices at any time. All Clients are encouraged to check this document at least once per quarter to ensure they are aware of any changes.