

## Web Design Terms & Conditions

### 1. Authorisation

- 1.1. The named client is engaging Andrzej Prusicki trading as ITE Systems (hereafter referred to as the "Company"), as an independent contractor for the specific web design project of developing and/or improving a web site, hereinafter referred to as "web design project" to be installed on the client's account on an Internet Service Provider (ISP) / Web Presence Provider (WPP) computer, hereinafter refer to as "Hosting Service".
- 1.2. The client hereby authorises the Company to access this account, and authorises the Hosting Service to provide the Company with "full access" to the client's account, and any other programs needed for this web design project that are included as part of the client's service agreement. Alternatively, the Company can provide ISP service under a separate agreement.
- 1.3. The client authorises the Company to submit the completed web design project to major Web Search Engines.

### 2. Assignment of web design project

- 2.1. The Company reserves the right to assign subcontractors to this web design project to ensure that the terms of this agreement are met as well as on-time completion.

### 3. Copyright and Trademarks

- 3.1. The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Company for inclusion in the web design project are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend the Company and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

### 4. Web Site Maintenance

- 4.1. This agreement allows for minor web site maintenance to pages over a one-month period, up to an average of one half hour per regular web site, including updating lines and making minor changes to a sentence or paragraph. It does not include updating or replacing significant amounts of text from a page with new text, major page reconstruction, new pages, guest books, discussion webs, navigation structure changes, attempted updates by a client, repairs or web design projects delivered to the client via diskette.
- 4.2. The period of 1 month begins on the date the clients web design site has been published to client's hosting service. If the client's web design package includes database access using Active Server Pages (ASP) or (PHP), then very minor page code changes will be accepted under this maintenance plan, major page code and/or database structural changes will be charged at current hourly rates.

## **5. Completion Date**

- 5.1. The Company and the client must work together to complete the web design project in a timely manner.
- 5.2. The Company agree to work expeditiously to complete the web design project no later than 30 days after the client has submitted all necessary materials and instructions.
- 5.3. The Company shall not be liable for any delays or consequential losses to the customers however caused.
- 5.4. If the client does not supply the Company with complete text and graphic content for this web design project within 45 days from the project start date, the entire amount of the agreement becomes due and payable.
- 5.5. The start date is defined as being the date a deposit is received or purchase order raised whichever is the sooner.
- 5.6. If the client still has not submitted all the required contents within 60 days after signing this agreement, an additional continuation fee of 15% of the total agreement price will be assessed for each month until the web design project is published or the client cancels the web design project in writing.
- 5.7. Whilst the Company will make every effort to deliver the goods as agreed, due to customer enhancements and possible technical limitations, the final product may differ from that in original order.

## **6. Project Delivery**

- 6.1. The web site design project will be published to the client's hosting service or delivered via CD-ROM(s) upon receipt of full payment.
- 6.2. The client understands that the Company will provide hosting services in connection with this web design project or alternatively the client agrees to select a hosting service, which allows the Company full access to the client's account via FTP.
- 6.3. The client will be solely responsible for all hosting service charges.

## **7. Electronic Commerce Laws**

- 7.1. The client agrees that the client is solely responsible for complying with such laws, taxes and tariffs, and will hold harmless, protect, and defend the Company and its subcontractors from any claim, suit, penalty, tax or tariff arising from the client's exercise of Internet electronic commerce.
- 7.2. The Company cannot be held responsible for the content or goods offered, on any site that allows direct customer input, or relies on information supplied by them.

## **8. Web Design Project Copyright**

- 8.1. The Company owns copyright to the finished web design site produced by the Company.
- 8.2. The client will be assigned rights to use the web design project as a web site, once final payment under this agreement and any additional charges incurred have been paid.
- 8.3. Rights to photos, graphics, source code, work-up files and computer programs are specifically not transferred to the client, and remain the property of their respective owners.

- 8.4. The Company retains the right to display graphics and other web design elements as examples of work in its portfolio. Web design project will contain a copyright/informational link to the Company web site on every page.

## **9. Payments**

- 9.1. Payments must be made promptly based on the schedule below.
- 9.2. Delinquent bills will attract additional charges consisting of interest, compensation and administrative expenses, as stated in The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.
- 9.3. The Company reserves the right to remove any web design project from viewing on the Internet until final payment is made.
- 9.4. In case collection proves necessary, the client agrees to pay all fees incurred by that process, including reconnection charges if applicable.
- 9.5. Submission of the web design project to Web Search engines and updating only occur after the full and final payment is made.
- 9.6. All payments will be made in Pounds Sterling funds.
- 9.7. Title of goods i.e., a website, in part or in whole or a domain name at registration or renewal will remain vested in the Company and shall not pass to the client until payment has been received in full by the Company.

## **10. Payment Schedule**

- 10.1. A 50% deposit on acceptance of quote, balance on completion unless otherwise expressly agreed and confirmed in writing by the Company.

## **11. Domain Name Renewals**

- 11.1. The Company offers a Domain Name Registration for the convenience of its customers, however we are not responsible for names chosen, or disputes arising as a result of any trademark dispute.
- 11.2. Our agent operates an automated renewal system and unless notified, the customer must agree to be liable for any costs incurred in this process.
- 11.3. The customer has the right to cancel their subscription to this service at anytime, however no refund can be offered for the remaining term of registration, and the Company cannot be held responsible for delays caused, or extra costs incurred.
- 11.4. The Company's agent requires, as part of their Terms and Conditions, all Domain Names to be registered in the name of ITE Systems, this does not imply ownership and we will be happy to transfer a domain name to any customer that wishes to leave, without premium or release fees, providing the registration / renewal fee has been settled.
- 11.5. The Company will require a destination tag holder and once the transfer is completed will remove all copies of code from our server.

## **12. Legal Notice**

- 12.1. The Company does not warrant that the functions contained in the web design project will be uninterrupted or error-free.

12.2. The entire risk as to the quality and performance of the web design project is with the client.

12.3. In no event will the Company be liable to the client or any third party for any damages, including, but not limited to service interruptions caused by Acts of God or any other circumstances beyond our control, any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web design project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or site visitor's computer or Internet software, even if the Company has been advised of the possibility of such damages.

### **13. Bulletin and Message Boards**

13.1. Under no circumstances will the Company be responsible for any information posted on a customer site. This includes defamatory comments, racist or sexist remarks, or anything that encourages or facilitates breaking the law.

### **14. Company Liability**

14.1. The Company shall under no circumstances whatsoever be held liable or responsible for losses incurred as a result of making available to the public, any site that the customer has deemed to be fit and ready for publication.

### **15. This Agreement**

15.1. This agreement constitutes the sole agreement between the Company and the client regarding the web design project. Any additional work not specified in the contract must be authorised by a written request.

15.2. The client agrees that for purposes of venue, this agreement was entered into in The United Kingdom and any dispute will be litigated or arbitrated in The United Kingdom.

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The latest version of these terms and conditions is available at:

<http://ite.systems/terms>