MICROUPDATE

Pine Villa, Wolborough Close, Newton Abbot, Devon, TQ12 1HR
w: www.microupdate.co.uk | t: 07976 946 060 | e: enquiries@microupdate.co.uk

Web Design Terms and Conditions

1. DEFINITIONS

The following terms and conditions document is a legal agreement between Micro Update Ltd hereafter "Developer" and "Client" for the purposes of web site design or development. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

Developer is an Internet web design provider offering the Client graphical design, HTML, CSS, Javascript and other related computer programming languages.

2. ACCEPTANCE OF WORK

Quotations are valid for 7 days from date of issue.

When the Client places an order to purchase a web site, template or web site updates from Developer, the order represents an offer to Developer to purchase the web site, template or web site updates which is accepted by Developer only when an invoice is sent to the Client. No contract for the supply of services exists between Client and Developer until Developer sends an invoice to the Client for payment. The invoice equals acceptance by Developer (or third party supplier) of Clients offer to purchase services from Developer and this acceptance of work is a valid contract between Client and Developer regardless of whether Client receives the invoice.

Any other services on the order which have not been included in the invoice do not form part of the contract. The Client agrees to check the details of the invoice are correct and should print and keep a copy for their records.

Developer reserves the right to withdraw from contract at any time prior to acceptance.

3. PERMISSION AND COPYRIGHT

All pages, images, text and code on Developer's web site at http://www.microupdate.co.uk/ is copyrighted material.

Client and any visitors to the Developer's web site at http://www.microupdate.co.uk/ may not use any of the pages, images, text or code on the web site for use on Client's or visitors own web site or to create a web site, templates or Joomla templates without prior written permission from Developer.

Copyright of the completed web designs, images, pages, code and source files created by Developer for the project shall be with the Client upon final payment only by prior written agreement. Without agreement, ownership of designs and all code is with the Developer.

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These terms of use grant a non-exclusive limited license so that the Client can use the design on one web site on one domain name only. The Client is not permitted to use a design for more than one website without prior written agreement between the Client and the Developer.

Client agrees that resale or distribution of the completed files in full or in part is forbidden unless prior written agreement is made between the Client and the Developer.

Client hereby agrees that all media and content made available to Developer for use in the project are either owned by the Client or used with full permission of the original authors. The Client agrees to hold harmless, protect and defend Developer from any claim or suit that may arise as a result of using the supplied media and content.

Client agrees that Developer may include development credits and links within any code Developer designs, builds or amends.

Client agrees that Developer reserves the right to include any work done for the Client in a portfolio of work.

4. MATERIAL

Developer reserves the right in its sole discretion to refuse to sell design or code to a Client who has a site which it deems is, including but not limited to, unlawful or inappropriate, contains a virus or hostile program, constitutes harassment, racism, violence, obscenity, harmful intent, spamming, contains adult content, commits a criminal offence, infringes privacy or copyright or any other questionable media at Developers own discretion.

Developer reserves the right to refuse to sell design or code to those thought or known as competitors of Developer. Client may not purchase design or code for use in development of their own product to directly compete with Developer's design or code. Developer reserves the right to refuse sale for orders from suspect payment or address details or other reason at Developers own discretion.

Developer reserves the right without notice to cancel, reject, refuse sale to or work with a Client without reason for such rejection or refusal.

5. DOMAIN NAMES AND HOSTING

Client agrees to take all legal responsibility for use of third party domain name, hosting and email services and hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material and use of the domain name, hosting and email services. Any support or payment due relating to the domain name, hosting and email services are to be made between the Client and the third party service.

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Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account which the Developer requires to upload the web site if required as part of a project.

Developer reserves the right without notice to refuse work with domain names or hosting and email services without reason for such rejection or refusal.

6. PROJECTS

All alterations for web sites projects are to be requested in writing either by email or postal mail by the Client. After the specified allowed hours of alterations have been completed, Developer reserves the right to advise the Client as such and send a separate quotation to the Client and to request payment for any further alterations. Developer reserves the right to request payment be received for further alterations before continuing work.

Upon completion of an agreed design the Client is asked to confirm in writing by email or postal mail that the design is signed off as complete and agree that any further design alterations are chargeable.

Client agrees to provide any needed information and content required by Developer in good time to enable Developer to complete a design or web site work as part of an agreed project.

Client agrees that a HTML page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of HTML code by internet browser software. Developer agrees to try and match the design as closely as is possible when building the code.

Developer endeavours to create pages that are search engine friendly, however, Developer gives no guarantee that the site will become listed with search engines or of certain search results. In no event shall Developer be held liable for any changes in search engine rankings as a result of using Developers code.

If an error or issue with the design or code arises during the project which does not allow the design or code to match the original specification, then Client agrees that Developer can apply a nearest available alternative solution.

After site completion, a Client or a third party of their choosing may wish to edit their web site code themselves to make updates. However, the Client agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the code themselves. If Client or a third party of their choosing edits the web site code and this results in functionality errors or the page displaying incorrectly, then Developer reserves the right to quote for work to repair the web site.

Developer reserves the right to assign subcontractors in whole or as part of a project if needed.

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Client agrees that it is their responsibility to have regular backups of their website and software made by themselves or third party services in case of a software or hardware failure.

All communications between Developer and Client shall be by telephone, email, Skype or postal mail, except where agreed at Developer's discretion.

7. WEB BROWSERS

Developer shall make every effort to ensure sites are designed to be viewed by the majority of visitors. Sites are designed to work with the main browsers Internet Explorer and Mozilla Firefox latest releases. Client agrees that Developer cannot guarantee correct functionality with all browser software across different operating systems.

Clients agree that after handover of files any updated software versions of the main browsers Internet Explorer and Mozilla Firefox, domain name setup changes or hosting setup changes thereafter may affect the functionality and display of their web site. As such, Developer reserves the right to quote for any work involved in changing the web site design or web site code for it to work with updated browser software, domain name or hosting changes.

8. PAYMENT TERMS

All prices are exempt of VAT. Micro Update Ltd is not VAT Registered.

All invoices must be paid in full within 30 days of the invoice date and Developer will carry out work only where an invoice has been paid by the Client for the work, unless otherwise agreed at Developers discretion.

Additional work requested by the Client which is not specified in the agreed quotation is subject to a separate quotation and Developer reserves the right whether to quote or accept additional work. If additional work is accepted by Developer may affect timescale and overall delivery time of the project.

The Client can choose either to pay the full cost in one payment or split the cost into 2 payments to be agreed with the Developer. Should the cost be split into 2 payments then the first half of the payment is to be received before work commences and the second payment to be received towards the end of work and before handover of finished files.

Once an invoice is sent to the Client it must either be paid either by bank transfer or cheque made payable to "Micro Update Ltd" and sent with proof of posting to the Developer's main postal address.

Developer reserves the right to decline further work on a project if there are invoices outstanding with the Client.

Client may request that the Developer cancel a project in writing by email or postal mail to Developer and the project is cancelled only if Developer confirms

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work has not been started on the project. If Developer has begun or completed the work and the Client no longer requires the files but have agreed to the work, they are still obliged to pay Developer for the work that has been carried out.

All invoices are submitted by email except where required otherwise by regulations or agreed at Developer's discretion.

Developer reserves the right to remove its work for Client from the Internet if payments are not received.

All websites created by Developer are backed by a full money back guarantee if the delivered product / web site does not fit the agreed use cases and project scope outlined at the start of the project. All project plans and agreed deliverables will be signed off by the customer at the start of the project. A refund is only applicable to those items that have NOT been signed off by the customer.

9. LIABILITY AND WARRANTY DISCLAIMER

Developer provides their web site and the contents thereof on an "as is" basis and makes no warranties with regard to the site and its contents, or fitness of services offered for a particular purpose. Developer cannot guarantee the functionality or operations of their web site or that it will be uninterrupted or error free, nor does it warrant that the contents are current, accurate or complete.

The Client agrees Developer is not liable for any bugs, performance issues or failure of their Joomla software, web solutions, bespoke software or components thereof. Any bugs, performance issues or failure with the software will be directed to Developer and corrected if required via the Developers defect management system.

Developer endeavors to provide a web site within given delivery timescales to the best of its ability. However, the Client agrees that Developer is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery timescale.

The Client agrees Developer is not liable for absence of service as a result of illness or holiday.

The Client agrees Developer is not liable for any failure to carry out services for reasons beyond it's control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

Developer is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

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On handover of files from Developer to Client, the Client shall assume entire responsibility in ensuring that all files are functioning correctly before use.

Whilst every effort is made to make sure files are error free, Developer cannot guarantee that the display or functionality of the web design or the web site will be uninterrupted or error free. If after handover of files errors are found in code the Developer has created and the main browsers Internet Explorer and Mozilla Firefox, domain name setup and hosting setup are the same as when work began, then Developer can correct these errors for the Client at its own discretion.

If after handover of files errors are found in code the Developer has created and the main browsers Internet Explorer and Mozilla Firefox have released an updated software version, or the domain name setup or hosting setup has been changed, Developer can correct errors for the Client free of charge and reserves the right to quote separately for any additional work needed as a result of changes to the browser software, domain name setup or hosting setup.

Should Client goes into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, Developer reserves the right to cancel forthwith any projects and invoice Client for any work completed.

Developer shall have no liability to the Client or any third parties for any damages, including but not limited to, claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages or web site, even if Developer has been advised of the possibility of such damages.

There are sometimes laws and taxes which affect Internet ecommerce. Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet ecommerce.

Developer may from time to time recommend to the Client that updates are needed to their site to comply with, including but not limited to, new legislations, software releases and web standards. Developer reserves the right to quote for any updates as separate work. Client agrees Developer is not liable for any failure to inform or implement these updates to their site. Client agrees that it shall defend, indemnify, save and hold Developer harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

10. INDEMNIFICATION

Client agrees to use all Developer services and facilities at their own risk and agree to defend, indemnify, save and hold Developer harmless from any and all demands, liabilities, costs, losses and claims including but not limited to attorney's fees against Developer or it's associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties. Client agrees this indemnification extends to all aspects

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of the project, including but not limited to web site content and choice of domain name.

Client also agrees to defend, indemnify and hold harmless Developer against any liabilities arising out of injury to person or property caused by any service provided or agreed to be provided or any product or service sold by the Client or third parties, including but not limited to, infringement of copyright, infringement of proprietary rights, misinformation, delivery of defective products or services which is harmful to any person, business, company or organisation.

11. NONDISCLOSURE

Developer and any third party associates agrees that, except if directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential information. Likewise, the Client agrees that it will not convey any confidential information about Developer to another party.

12. PRIVACY POLICY

This website uses website statistical analytics by Google Analytics by Google, Inc. which uses cookies - text files - stored on your computer to analyse users visiting the website. Your IP address and non-indentifiable information is sent to Google servers and used to provide evaluation of website use Google may send this information to third parties if required by law or where information is processed on their behalf by third parties.

Google does not associate your IP address with other data held by them. You can switch off cookies on your web browser but in doing so it may restrict website functionality. In using this website you accept the terms of this privacy policy and consent to the processing of data by Google.

In projects Developer and any third party associates shall use information provided by a Client in relation to this agreement in accordance with the Data Protection Act 1998 and also for the following purposes 1) to identify the Client in communications with them 2) to contact the Client from time to time to offer them services or products which may be of interest to or benefit the Client.

13. INTERPRETATION

Developer reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client in breach of these terms and conditions. Developer shall be the sole arbiter in deciding what constitutes a breach. No refunds are given in such a situation.

This agreement shall be governed by the laws of England and Wales which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.

Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

Any and all matters pursuant to this agreement are governed by English Law and are under exclusive jurisdiction of the English Courts.

Developer reserves the right to alter these Terms and Conditions at any time without prior notice, the latest terms and conditions can be found at the Developers web site at http://www.microupdate.co.uk/terms-and-conditions.html with a date of last update.

By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions.

Last Update 1/5/2011