

## Business Terms & Conditions

**The following terms and conditions are presented by thetechspert LTD, a UK based web design and maintenance company. A company registered in England and Wales. Company number: 1422803.**

When you sign up/agree to have a website designed/maintained by thetechspert LTD, you are agreeing to these Terms and Conditions as outlined on this document. You should read this agreement carefully as it will form a legally binding contract between us and you. Your acceptance of this agreement and contract begins when you confirm to proceed with the web design project (or related services) documented in emails or letters between us and yourselves, or when payment (be it a deposit or full payment) for our contracted services, has been made by yourselves.

We currently only provide a service or orders from customers within the United Kingdom. If you cannot verify your residence or country of residence, then unfortunately we will be unable to proceed with any service requests made by yourself. We have tried to keep the business Terms of Service brief, easy to understand, and as straight-forward as possible. If you have any questions, please do contact us.

We will always do our best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if stuff goes wrong. In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into signing something that you may not understand. We do want what's best for the safety of both parties, now and in the future. In short, you (the Client) will be asking us (thetechspert LTD), hereinafter referred to as the Company, to design and build a website, or maintain a website for you. This will have been discussed via email, written or verbal communications, for an estimated price also laid out without those emails, or clearly explained at the time of your enquiry and acceptances.

### 1. What do both parties agree to?

As our customer, you have the power and ability to enter into this contract on behalf of your company or organisation. You agree to provide us with everything that we need to complete the project including text, images and other information as and when we need it, and in the format that we ask for. You agree to review our work, provide feedback and sign-off approval in a timely manner too. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out in the proposal that you will have been sent. We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavour to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage. On top of this we will also maintain the confidentiality of any personal information that you give us.

### 2. Confidentiality:

The Client and thetechspert LTD may disclose confidential information between themselves regarding any work under this agreement, in order to facilitate and complete the web design project. Such information will be identified during the course of any email, written or verbal communication between both parties, and shall be safely retained and not disclosed to any other third parties by either the Company or the Client. Thetechspert LTD registered ICO number: C1140074

### 3. Description of The Work:

A separate proposal will be sent to the Client via email which will outline the work that is to be undertaken by the Company.

### 4. Payment Schedules:

The payment schedules will be outlined in a separate proposal (again sent by email to the Client). We are confident that you understand that any invoices sent to you should be paid promptly, and our terms of payment are due on the presentation of each invoice you will receive. Late or delayed payments may incur a Late Fee Charge and may also compromise the time limits on designing the website. If you are hosting the site on another server (that is not

hosting with thetechspert LTD), then payment must be made in full before any files will be released or uploaded to your servers. This is non-negotiable.

#### 5. Design:

We will create a design for the look-and-feel, layout and functionality of your web site. This contract includes one main design plus the opportunity for you to make up to two rounds of revisions. If you're not happy with the design at this stage, you will pay us in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions at the daily or hourly rate set out in our original proposal. The site will be designed to work primarily across the following browsers of Firefox, Microsoft® Internet Explorer, Google Chrome and Safari. However, we cannot guarantee complete compatibility across every major browser as these are constantly being updated by their respective vendors, and other browsers such as AOL. Sites are normally tested however in all the 4 main browsers, and usually will work with no complications. We do test all the markup and CSS in these browsers using the latest versions. We cannot guarantee compatibility in old or redundant browser software.

#### 6. Content Management Systems:

If you are requesting a CMS (otherwise known as a Content Management System - popular choices are WordPress, Joomla, or e-commerce), then you will require a database and the relevant hosting facilities in order to use this. Any associated or additional fees, such as installation, setup or themes that may be chargeable, will be owed by you, and billable by us. We will never make a purchase without your agreement and payment plan.

#### 7. Text Content:

Usually we will offer suggestions to text content within the site. This will have been included within our proposal. However, we are not responsible for writing or inputting any text copy unless this has been specified to you, but we will be happy to help, and in addition to our proposal costs, can assist in helping you with the text content at an agreed hourly rate during the design process.

#### 8. Photographs and Images:

Any images or photographs that you may supply us with must be in a digital format, usually no smaller than 1024x768 pixels, with a suitable resolution that will allow them to be resized and used on a webpage display. Any images that we can obtain, or design, may have been included in the proposal price. However, if you will need more images that cannot be obtained through us, then we can suggest vendors of stock photography, and we do use stock photography suppliers, where we can obtain images on your behalf at reasonable prices. Any time that we may spend in addition to what we have already set out in our proposal may be chargeable at an agreed rate beforehand with you. You have agreed that any images that may be provided by yourself are either royalty free, or that you have obtained the necessary permissions to use those images on a website. Please do not ask us to use images that you know are copyrighted as we will not do this.

#### 9. Changes and Revisions:

We know from experience that sometimes customers do not really know what kind of website they actually may want. Often it is through a question and answer form that we have sent to you, and then subsequent emails, written or verbal communication, that we have then offered up a particular design or idea to our clients. We do not wish to limit your options, or the opportunities to change your mind. In actual fact, there are times when we have been working with clients, when we ourselves have suggested a change to a particular theme, design or modification of their site. The estimate that you will have been provided in your proposal will have been based on the information that we have been given by you at that time. However, if you do wish to change your mind, add extra pages, new functionality, different images, or even a new layout, then that won't be a problem. You will however have to pay us for the work that we have completed up to that point, and then you will switch over to an agreed hourly rate on the revisions and changes thereafter. During this time we may ask that the requests and changes are sent in writing, just so that we can keep track of the changes to avoid confusion later on. With any changes and revisions, these are normally carried out quite promptly, but we do have to state that major changes, even minor revisions, or additions can take up to 7 days.

#### 10. Technical Support:

You may already have web site hosting in place, but if not, we do provide hosting solutions for any customers who wish to use them. If you are hosting the website elsewhere, we cannot guarantee that the site may be fully compatible with all hosting providers, especially any contact forms, Content Management Systems, database

driven websites, etc. If the website is to be hosted elsewhere, then you must have already paid the full amount that we have agreed with you, and we may charge you a setup / installation fee for us to setup the site on another server of your choosing. We do not offer any technical support for any other web site hosting company that you may choose (if you elect not to host the design with us). However, if you do require some help, then please do ask, and we will be happy to give you an estimate as to hosting the site with us.

#### 11. Legal Bits:

We cannot guarantee that the functions contained within any web page (or part of your website design), will always be error free, and therefore we will not be liable in any way whatsoever to you for any third party damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

#### 12. The Copyright:

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by you, or that you have permission to use them. When we receive your final payment, copyright is automatically assigned as follows:

12.1. You will own the text files, images, graphics and any visual elements, or sound bytes, that you may have sent to us to use in connection with this web design project (unless someone else owns them).

12.2. We maintain copies of all the files used in connection with your web design project and if you require a USB copy of all the files used in connection with your project (this may not include all the source files), then we will ask you to pay a small fee to cover the USB cost and creation, package and handling of such a copy to yourselves. Copies of the website files are maintained by us for a reasonable time (usually at least one year), and if you are hosting with us, then files are maintained both locally and on servers.

12.3. We own the copyright (or any specific vendors that may have supplied some files in connection with your web design project own the copyright) to the markup, CSS files, other code that may have been used by us for you, or certain images that we may have supplied to or for you. These files have only been licenced to you in connection with this web design project, and will be licenced solely to the domain name on which the website files reside.

12.4 At the bottom of the website page(s) after payment has been completed, usually it will say Copyright and the name of your business or company. We do however reserve the right as the Designer to put a link showing that the site has been designed by us, or is hosted by us, and this link will be usually small, unobtrusive and will open a new window, thereby not hindering or distracting from your own website.

12.5 As the design company we also reserve the right (because it is good to tell or show other people what we may have done), to display and link to your completed project as part of our portfolio, and to write about the project on other web sites, in magazine or ezine articles, books, written or digital publications of any design and source.

#### 13. Moving your website away from us

We don't like to think of a client leaving us, but if a client should wish to maybe move their website away from us (clients who use our own web hosting), then we will be happy to assist with this transfer happening. However, we do need to make you aware of the following:

13.1. Any outstanding payment(s) due to us will need to be cleared first. If you have not paid for any services relating to the website, and/or domain name, web hosting, then you will need to make sure these payments are made before any transfer would be undertaken.

13.2. There may be some charges applied to us by Nominet, or by our web servers to allow the transfer of domain



name(s) associated with your account. We will inform you about such charges, and any payment(s) that may be due for these changes, will need to be made up front before the transfer completes.

13.3. Providing all of your account charges are up to date, we will then assist you with a transfer to another web host, or web design company. They will need to contact us directly, so we can make sure the transfer completes without any unnecessary disruptions.

13.4. ONLY your website files and associated files that make the website work on internet will be transferred. Any work-up files, ORIGINAL images created by ourselves, help files or other non-essential file, program or software/script will not be transferred to your new provider.

13.5. If your website employs the use of a database then only the database content will be transferred. It will be up to your new supplier to provide the necessary database systems to import the data to.

**IMPORTANT:** We cannot guarantee or accept any liability whatsoever for downtime associated with the transfer process, nor can we guarantee that your existing website "as it is" will work flawlessly on another web hosting server. You will need to make sure with your new provider that they will be able to ensure that your website files are compatible with their own specific hosting system.

14. The small print:

Just the same as a fine, you cannot transfer this contract to anyone else without our consent or permission. This contract remains in force and need not be renewed. If for any reason, one part of this contract becomes invalid, or unenforceable, the remaining parts of the contract still remain in place. Although we have tried to keep this contract language simple, the intentions are serious, and the contract is a legal document under the exclusive jurisdiction of English Law and Courts.

Failure to enforce these Terms and Conditions and related Policies in every instance does not amount to a waiver of thetechspert LTD rights.

15. Review Of This **Policy**

15.1 thetechspert LTD reserve the right to add, delete, or modify any provision of these 'Web Design General Terms & Conditions' at any time without notice. Failure to receive notification of a change does not make those changes invalid.

15.2 This policy represents your service agreement with thetechspert LTD, in addition to all emails exchanged between us and yourselves. Please retain your emails for future reference in the unlikely event of any dispute.

16. By signing this document below you agree with the Terms and Conditions and agree to using thetechspert LTD services.

Company Name:

Printed Name:

Signature:

I agree with the Terms and Conditions

Date:

Thetechspert LTD will provide you with this contract. If you have downloaded it from the website, a signed version can be emailed to [contract@thetechspert.co.uk](mailto:contract@thetechspert.co.uk).