

# Standard Terms and Conditions of Business for Web Site Design and Hosting

## Introduction:

These Terms and Conditions and any Client Agreement made under them represent a legally binding contract between Computer Confidence Ltd and the client specified in the Client Agreement to which they are attached. Clients indicate their intention to enter into a legally binding contract with Computer Confidence Ltd by signing and dating a copy of their individual Client Agreement (to which a copy of these Terms are attached) and returning the full document to Computer Confidence Ltd. Any contract so entered into is governed by the law of England and Wales and is subject to the jurisdiction of the English courts. Breach of any term contained in these Terms and Conditions or in the individual Client Agreement to which they are attached may therefore result in legal action.

## Clause:

### 1) Definitions:

References in these Terms and in any Client Agreement to which they are attached to:

- i) "Computer Confidence" or "The Company" means Computer Confidence Ltd 1436 London Road, Leigh-on-Sea, Essex, SS9 2UL  
A Limited Company registered in England and Wales Registration No.: 3114995
- ii) "The Client" means The Client specified in the Client Agreement to which these Terms are attached.
- iii) "The Client Agreement" means The agreement setting out details of the individual client, the services to be provided to that client, payment arrangements in respect of those services and any other provisions specific to the individual client.
- iv) "The Services" means The services specified in the Client Agreement.
- v) "Web Site" means A series of script files designed to display information by means of the World Wide Web.
- vi) "The contract amount" means the amount of money to be charged in respect of the individual contract for time and materials only and is specified in the Client Agreement.
- vii) The meaning of "time and materials" will depend upon the exact nature of the individual contract and is therefore defined in the Client Agreement.
- viii) "Supplies" are items of hardware, software or consumables purchased at the client's specific request.
- ix) "Physical access" means the access to premises, hardware and other physical resources reasonably required by the Company to fulfil its obligations as set out in Clause 4.i below and in the Client Agreement.
- x) "Publication" means copying the script files and associated data files to a server so that they may be viewed by the target audience.
- xi) "Content" means any images, photographs, advertisements and text which may be displayed when the web site is accessed by means of the World Wide Web.
- xii) "Virtual access" means the access to systems, software and other electronic resources reasonably required by the Company to enable it to fulfil its obligations as set out in 4.i below and in the Client Agreement.

### 2) Services:

- i) Standard:  
The Company's standard web site development services include:
  - a) Ascertaining the Client's functional requirements
  - b) Drawing up a functional specification
  - c) Designing and developing the scripts necessary to fulfil the specification.
  - d) Inputting, at the Client's request, any content the Client wishes to be displayed on the website. (This does not in any way suggest the Company's acceptance of

responsibility or liability for any content on a website).

- e) Performing all appropriate testing
- f) Performing all reasonable modifications arising from user acceptance testing consistent with the original functional specifications.

### ii) Additional:

In addition to the standard services listed in Clause 2.i (above), at the request of the Client and on payment of the appropriate fee (specified in the Client Agreement), the Company will undertake periodic reviews and maintenance of any web site which is the product of the standard services.

### 3) Fees and Title:

#### i) Payment Policy:

- a) Fees are charged either on an hourly or a monthly basis or on any other basis agreed with the individual Client and specified in the Client Agreement.
- b) The contract amount is agreed with the individual Client and specified in the Client Agreement.
- c) Out-of-pocket expenses and the cost of supplies will be agreed with the Client.

#### ii) Invoicing:

Clients will be invoiced either in accordance with a schedule attached to the Client Agreement or within a period of time after completion of work as specified in the Client Agreement.

#### iii) Payment Method:

The Company can accept payment in the following ways:

- Cash
- Direct Debit
- Cheque
- Standing Order

#### iv) Due Date for Payment:

Payment will normally fall due 14 days from the date shown on the invoice unless varied by the Client Agreement. These payment arrangements may be varied in response to changing circumstances.

#### v) Overdue Payments:

- a) Interest is chargeable on all overdue payments commencing one calendar month after the due date for payment up to and including the date of settlement at the rate of 8% above the base rate.
- b) Failure to settle invoices on or before the due date for payment may result in changes to credit arrangements.

#### vi) Title to all goods and services remain with The Company until paid in full. Should a refund be made or there is any dispute over payment, title shall revert back to The Company.

### 4) Rights and Obligations:

#### i) The Company:

Computer Confidence undertakes to:

- a) provide services of the nature and to the level specified in clause 2 of these terms and in the Client Agreement
- b) take all reasonable care and exercise all due diligence to ensure those services are of the quality and standard of a reasonably competent service-provider in the field of web site design
- c) after initial publication, provide the Client with a copy of the web site
- d) where the additional services detailed in Clause 2.ii (above) are to be provided, carry out reviews and maintenance as agreed in the Client Agreement.

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- e) where any unforeseen circumstances beyond the control of the Company cause a break in service provision, the Company shall make all reasonable efforts to resume the services expeditiously.
- ii) The Client:  
The Client undertakes to:
- a) Provide the Company with all system information necessary to enable it to provide the agreed services
  - b) Specify the nature of the web site to be developed
  - c) provide all the necessary background information and resources to enable an accurate functional specification to be created, including, where possible, examples of inputs and desired outputs;
  - d) provide Details and examples of existing data structures (where appropriate)
  - e) upon publication of the web site, Undertake user acceptance testing
  - f) provide complete and accurate feedback to the Company concerning the results of such testing
  - g) Provide all reasonable physical and virtual access to enable performance of installation tasks
  - h) Where restrictions are specified in the Client Agreement, ensure that those conditions are adhered to.
  - i) Where the additional services detailed in Clause 2.ii (above) are to be provided, provide all reasonable physical and virtual access necessary to enable the Company to carry out reviews and maintenance as agreed in the Client Agreement.
  - j) Ensure that the files comprising the web site are backed up, and a copy held by the Client.
- iii) Intellectual Property:
- a) All rights, intellectual and otherwise, to all scripts developed under these terms remain with the Company, in respect of the methods and processes used.
  - b) All rights, intellectual and otherwise, to all content supplied by the Company remain with the Company unless by prior agreement the Client reimburses the Company for such content
  - c) All rights, intellectual and otherwise, to all content supplied by the Client remain with the Client.
- 5) Limitations and Exclusions:**
- i) In addition to any limitations or exclusions of liability specified elsewhere in these Terms or in the Client Agreement, the Company can accept no liability for: any losses howsoever arising from:
    - a) Any loss or corruption of data howsoever arising
    - b) Any issues relating to internet services to which Clients' pc's and/or file servers may connect.
    - c) The acts or omissions of third parties including (but not exclusive to):
      - i) suppliers of goods or services:  
This includes such suppliers engaged by the Client or the Company, either before, during or after the life of this contract. It does not include authorised agents of the Company acting within the limits of their authority.
    - d) Any fire, flood, industrial action or other event beyond the reasonable control of the Company.
    - e) Any content supplied by the Client that may appear on the website.
    - f) In any event, any damages for which the Company may be liable for any breach of its obligations as set out in 4.i above are limited to damages for direct financial losses only.
  - ii) In addition to any limitations or exclusions of liability specified elsewhere in these Terms or in the Client Agreement, the

Company can accept no responsibility or liability which may arise from any content that may appear on any website built by the company.

**6) Intellectual Property**

Unless specifically stated in the Client Agreement the following Intellectual Property Rights shall apply.

- i) The Intellectual Property Rights to the Content of the website shall reside with the Client.
- ii) The Intellectual Property Rights to the remainder of each web page shall reside with the Company.
- iii) There may be other components of the Website supplied by other parties. Their usage would be covered by Terms and conditions specific to their supply. The Intellectual Property Rights for these additional elements remains as agreed as a condition of their supply.

**7) Term and Termination:**

- i) Term:

The commencement and termination dates are specified in the Client Agreement.

- ii) Termination:

- a) Automatic Termination:

The contract will come to an end automatically on the termination date specified in the Client Agreement.

- b) Premature Termination by the Company:

The Company reserves the right to terminate before the termination date if the Client commits a fundamental breach of this agreement, including (but not exclusive to) asking the Company to do anything unethical or contrary to law.

In this event, the contract will be terminated immediately by verbal notice. This verbal notice will then be confirmed in writing, delivered by hand, fax, email or Special or Recorded Delivery post. Termination is effective upon confirmation that the Client has received such written confirmation. The date of such confirmation then becomes the revised termination date.

In the event of premature termination resulting from a fundamental breach by the Client, it is the Client's responsibility to arrange for the completion of any outstanding work at their own expense.

In these circumstances, the revised termination date automatically becomes the due date for payment with interest being chargeable as set out in Clause 3 above.

Any sums paid by the Client to the Company in advance for specific purchases becomes immediately repayable to the Client provided such purchases have not already been made by the revised termination date.

Any materials exchanged between the Company and the Client for the purposes of performing the contract will be returned to their legal owners within 30 days of the revised termination date.

- c) Premature Termination by the Client:

The Client has the right to terminate before the termination date.

In this event the Client will communicate the decision to the Company in writing stating the reasons for the termination and the commencement date of notice period. The duration of the notice period will be specified in the Client Agreement.

In the event of any work being incomplete at the revised date of termination, it is the Client's responsibility to arrange for the completion of any outstanding work at their own expense.

In these circumstances, the revised termination date automatically becomes the due date for payment with interest being chargeable as set out in Clause 3 above.

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### 8) Complaints Procedure:

If a complaint cannot be resolved informally:

- i) it should be submitted in writing to the Company, marking the envelope "Complaints". The matter will then be investigated thoroughly by the Managing Director who will investigate the matter thoroughly, including arranging a meeting with the Client where necessary. Following the investigation, a written decision will be provided to the Client.

- ii) If the Client does not accept this decision, they should submit a written appeal, setting out their complaint, the Managing Director's decision and why this decision is not acceptable, to the Company's legal department, which will then carry out its own thorough investigation, including, where necessary, arranging meetings with the parties, together or separately. Following the investigation, the legal department will provide its decision, in writing, to both parties. This decision is final.

### 9) Severance:

If any provision of this contract is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions of the contract shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

