

# *Monnerys Websites*

*in association with Ash Vale Computer Services*

## *Terms and Conditions*

### **Our obligations to you**

For website design, we will supply a site written in HTML/CSS, tested in recent versions of the Internet Explorer and Firefox browsers. We may also use PHP unless otherwise agreed.

After completing the work for you and when payment has been received, we will deliver your final website design to you on CD. Unless otherwise agreed in writing, time shall not be of the essence.

For website hosting, after payment has been received, we will provide a service hosted on a major part of the internet infrastructure in the UK.

The above represents the extent of our obligations to you.

In the event of support requests, we will endeavour to offer prompt resolution by email, telephone, or personal visit, but this cannot be guaranteed and will incur charges at our normal rates.

### **Your obligations to us**

You agree to accept these Terms and Conditions including all associated matters appertaining to copyright, conditions relating to the hosting server, and payments of fees and expenses when invoiced.

### **Delivery of a new website design**

You agree to provide us with material in a timely manner. Up to three minor revisions are included in the quoted price but more will incur additional charge.

### **Publication**

If we arrange hosting for you, we will publish your site to the hosting server.. Otherwise, you are responsible for publishing your site.

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### **Payment**

Payment in full is required before the goods are delivered.

We will quote for new design work. For changes to an existing website design, the basis for all work is our standard current hourly rate, plus reasonable expenses.

We may charge interim costs on design work before it is complete, and on expenses as they are incurred.

Payment in full is required for hosting in advance for the payment period in operation. The payment period is 12 months unless otherwise agreed.

An initial deposit is required before design work starts. This deposit is half of the quoted cost.

We do not offer credit terms, and we reserve the right to make an additional charge for reminders and late payments.

All payments must be made by cash or cheque.

### **Quotations and estimates**

Where a quotation or estimate of costs is given it is on the basis that no unusual circumstances entailing a significant amount of extra work will arise and on the basis that there is no change in the nature of the matter. Otherwise, we reserve the right to increase our charge to cover the additional work done and we will notify you as soon as reasonably practicable.

Quotations are valid for fourteen days.

### **Termination – design work**

You may terminate your instructions by notifying us in writing at any time and paying all outstanding dues. We will charge a proportion of the stated costs appropriate to the amount of work done, plus a cancellation fee of £100.

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We may stop carrying out work for you where for instance you breach these terms and conditions or due to circumstances beyond our control. In such an event, where practical, we will give you reasonable notice that we will stop carrying out work for you.

### **Termination – hosting**

A minimum of one month's notice is required if you intend to terminate your hosting with us, and payment will not be returned if you cancel for whatever reason part-way through the period for which you have paid.

We may terminate our hosting service to you by giving you one month's notice. In this case we will refund you a proportion of the fees paid amounting to any whole unused months' worth.

In some circumstances we may terminate or suspend the service immediately and no refund will be made. For instance in the event of misuse of the system (refer to the hosting server terms and conditions at <http://www.seiretto.com/printfriendly-terms.php> for details) we may terminate service immediately the matter is drawn to our attention. Similarly, if we are contacted by anyone claiming breach of copyright in the material you have supplied to us, we will suspend the service until you have resolved the matter. Non-payment of hosting fees will result in withdrawal of the service.

No refund will be made if the hosting server is unavailable for any reason which may be beyond our control.

### **Data loss from the hosting server**

You are advised to maintain your own backups of your system. We are not liable for any loss of your data.

If we are hosting and maintaining your site, then in the event of data loss from the hosting server, we will republish your site.

If we are hosting your site but not maintaining it, you are responsible for republishing your site.

### **General**

You are responsible for all copyright and other issues in relation to any material that you supply for inclusion on your website. Ownership of the finished site will be yours, but ownership of all material created or supplied by us (including the hypertext, scripting and program code used) remains ours, without prejudice to your right to use it in your website.

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Agreements are covered by the law of England. Except as may be otherwise agreed in writing, these terms shall apply to all website design or hosting contracts with us.

**September 2007**