

## Terms & Conditions

These terms and conditions apply to all website, design and/or development commissions and must be read alongside the Wisebusiness Standard Terms and Conditions.

All services provided by Wisebusiness to the *Client* are subject to the following terms and conditions:

**1. Acceptance.** A copy of these terms and conditions must be signed by all new *Clients* at the time of submission of work to Wisebusiness, indicating agreement to and acceptance of these Terms and Conditions. Alternatively, an email order confirmation or payment of an advance fee is an acceptance of our terms and conditions. A copy of these terms and conditions is available on our website.

**2. Charges.** Charges for services to be provided by Wisebusiness are defined in the project quotation that the *Client* receives. Quotations are valid for a period of 30 days. Wisebusiness reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

- a) Unless agreed otherwise with the *Client*, all website design and/or development services require an advance payment of a minimum of fifty (50) percent of the project quotation total before the work is supplied to the *Client* for review.
- b) The remaining fifty (50) percent of the project quotation total will be due upon completion of the work prior to upload to the server or release of materials.
- c) Website hosting and/or CMS licensing and support charges are for a minimum of 12 months and are to be paid in advance. Wisebusiness reserve the right not to renew the hosting or CMS services at the end of the 12 month term.
- d) Charges for web design work does not cover the release of source png or fla files. If the *Client* requires these files, they will be subject to a separate quotation.
- e) Payment for services is due by cheque, or bank transfer. All payment by Credit/Debit card will be subject to an additional 4% charge.
- f) Cheques should be made payable to Wisebusiness and sent to Suite 4, Woodhouse Grange Business Centre, Sutton upon Derwent, York, North Yorkshire, YO41 4 DF. Bank details will be made available on invoices.

**3. Client Review.** Wisebusiness will provide the *Client* with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the *Client* notifies Wisebusiness otherwise within ten (10) days of the date the materials are made available to the *Client*.

### 4. Turnaround Time and Content Control.

- a) Wisebusiness will install and publicly post or supply the *Client's* website by the date specified in the project proposal, or at a date agreed with the *Client*, unless a delay is specifically requested by the *Client* and agreed to by Wisebusiness.
- b) In return, the *Client* agrees to designate a single individual as a primary contact to aid Wisebusiness with progressing the commission in a satisfactory and expedient manner.
- c) During the project, Wisebusiness will require the *Client* to provide website content; text, images, movies and sound files. If content is not provided within four (4) weeks of an official request by email then Wisebusiness reserves the right to advise the *Client* of a revision to the final payment fee based on new or revised pricing schedules that may be introduced from time to time. If content is not provided within eight (8) weeks from the original email request then the *Client* is considered to be in default of the commission, the project will be terminated

and the Client sent the final invoice for immediate payment. Wisebusiness will agree, at its discretion, to recommence the commission after agreement is reached on a new quotation document and once the original fees have been paid.

## 5. Payment.

- a) Invoices will be provided by Wisebusiness upon completion of the work for Web Design and any associated services.
- b) Invoices are normally sent via email. However, the *Client* may choose to receive hard copy invoices.
- c) Invoices are due upon receipt.
- d) Accounts that remain unpaid thirty (30) days after the date of the invoice will incur a service charge in the amount of either one and a half percent (1.5%) of the total amount due per month or £30 per month, whichever is higher.
- e) All outstanding invoices due to Wisebusiness must have been paid by the *Client* before Wisebusiness will release any website data.

## 6. Default.

- a) Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the *Client* in default maintains any information or files on Wisebusiness's servers, Wisebusiness will, at its discretion, remove all such material from its servers.
- b) Wisebusiness is not responsible for any loss of data or business incurred due to the removal or suspension of the service. Removal of such material does not relieve the *Client* of the obligation to pay any outstanding charges assessed to the *Client's* account.
- c) Cheques returned for insufficient funds will be assessed a return charge of £25 and the *Client's* account will immediately be considered to be in default until full payment is received.
- d) Clients with accounts in default agree to pay Wisebusiness reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Wisebusiness in enforcing these Terms and Conditions.
- e) Wisebusiness reserve the right to remove or suspend a website should the charges for website hosting and/or CMS licensing and support not have been paid by the stated renewal date and is not responsible for any loss of trade, business, or other income as a result of the removal or suspension thereof.

## 7. Termination.

- a) Termination of services by the *Client* must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing.
- b) The *Client* will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

**8. Legal Restrictions.** Terms and Conditions relating to hosting account content and usage will be made available on request.

## 9. Copyright

- a) *The Client* retains the copyright to data, files and graphic logos provided by the *Client*, and grants Wisebusiness the rights to publish and use such material.

- b) The *Client* must obtain permission and rights to use any information or files that are copyrighted by a third party.
- c) The *Client* is further responsible for granting Wisebusiness permission and rights for use of the same and agrees to indemnify and hold harmless Wisebusiness from any and all claims resulting from the *Client's* negligence or inability to obtain proper licences for the use of copyrighted material.
- d) A contract for website design and/or placement shall be regarded as a guarantee by the *Client* to Wisebusiness that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

## 10. Standard Media Delivery.

- a) Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the *Client* in electronic format (ASCII text files delivered via external disk, e-mail or FTP) and that any photographs or other graphics provided physically will be of sufficient quality and be suitable for scanning.
- b) Although every reasonable attempt shall be made by Wisebusiness to return to the *Client* any images or printed material provided for use in creation of the *Client's* website, such return cannot be guaranteed.

## 11. Design Credit.

- a) A link to Wisebusiness will appear in either small type or by a small graphic at the bottom of the *Client's* website.
- b) If a graphic is used, it will be designed to fit in with the overall site design.
- c) If a client requests that the design credit be removed, a fee of 10% of the total development charges will be applied.
- d) When total development charges are less than £2500, a fixed fee of £250 will be applied.

## 12. Access Requirements.

- a) If the *Client's* website is to be installed on a third-party server, Wisebusiness must be granted temporary read/write access to the *Client's* storage directories which must be accessible via FTP.
- b) Depending on the specific nature of the project, other resources might also need to be configured on the server. Such configuration changes are not included in the quoted development price, but will be quoted separately.

## 13. Content Management System (CMS)

If the *Client* has chosen to use a Wisebusiness CMS system (Juice or ExtraZest) the *Client* accepts they have no legal ownership over the CMS software, but instead are granted a licence to use it.

- a) The licence for the use of the CMS software is valid only while the website is hosted on Wisebusiness's servers.
- b) Transfer of the website to another hosting provider immediately terminates any rights, provided through licence or otherwise, to the continuing access or use of the CMS software.
- c) A charge of £75 will be made to cover the cost of exporting the website data to a third party.
- d) There is a minimum annual payment term of 12 months for the CMS software licence and software support.

**14. Post-Placement Alterations.** Wisebusiness cannot accept responsibility for any alterations caused by the *Client* or any third party occurring to the *Client's* website once implemented and installed. Such alterations include, but are not limited to, additions, modifications or deletions.

**15. Domain Names.** Wisebusiness may purchase domain names on behalf of the Client. Wisebusiness reserve the right to cancel any domain names for which they have not received payment 30 days after submission of the relevant invoice.

**16. General.** These Terms and Conditions supersede all previous representations, understandings or agreements. The *Client's* signature below, an email order confirmation or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions.

**17. Governing Law.** This Agreement shall be governed by English Law.

**18. Liability.**

- a) Wisebusiness hereby excludes itself, its Employees and or Agents from all and any liability from loss or damage caused, negligently or otherwise, by any:
  - i. inaccuracy;
  - ii. omission;
  - iii. delay or error;
  - iv. damage to artwork or other materials supplied in the course of the site development.
- b) The entire liability of Wisebusiness to the *Client* in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

**19. Severability.** In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the provision in question.

**20. Modification.** Wisebusiness reserves the right to change or modify these Terms and Conditions without prior notice.

Signed on behalf of the Client		Signed on behalf of Wisebusiness Ltd	
Name:		Name:	
Signature:		Signature:	
Position:		Position:	
Client Name:		Supplier Name:	<b>WISEBUSINESS LTD</b>
Date:		Date:	

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