

Applied Sites – Terms and Conditions

1. DEFINITIONS

The following document is a legal agreement between...

"Applied Sites", "we", "Mark Steen" – the primary designer/site owner and employees or affiliates.

"Client", "you", "your" – the company or individual requesting the services of Applied Sites 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.

Applied Sites is an Internet Web design provider offering the Client graphical design, HTML, CSS and other related computer programming languages; incorporating services such as graphic design, photography, search engine optimisation, e-mail forwarding and any other necessary skills. Should Applied Sites waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Applied Sites to waive the same clause on any other occasion.

2. QUOTATIONS

Quotes are valid for 28 calendar days from the date of issue.

The price quoted to the client is for the work agreed on the quotation only in association with the specification.

Should the client decide that changes are required after work on the website commences, then we will accept these changes with the provision that additional charges may have to be negotiated.

3. ACCEPTANCE OF WORK

An advance deposit of 25% of the total cost of the project is required before work can commence. After work commences this is non-refundable.

The client's approval for work to commence shall be deemed a contractual agreement between the client and Applied Sites. Approval for the work to commence and payment of the advance fee indicates that the client accepts the terms and conditions outlined in this document.

We will agree a deadline submission date for your website content. If this deadline is not met, Applied Sites reserves the right to impose a surcharge of up to 25%.

Should the client wish to cancel the project at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.

4. MATERIAL

Applied Sites reserves the right to refuse to handle:

Any media which is unlawful or inappropriate. Any media which contains a virus or hostile program. Any media which constitutes harassment, racism, violence, obscenity, harmful intent or spamming. Any media which constitutes a criminal offence, infringes privacy or copyright.

5. COPYRIGHT

(a) Intellectual Copyright.

Applied Sites will hold intellectual copyright of any material, including any source code and original images created for the client until payment of the final invoice. At this time we will transfer this intellectual copyright to the client.

(b) Client Responsibilities.

In situations where the client provides images, text, animations or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright. Certain images provided by Applied sites in the construction of the website may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in publicity material. The website owner is legally responsible for ensuring that this does not happen. If you wish to use any images from the site for other purposes please contact us for clarification.

6. DESIGN SPECIFICATIONS

(a) Browser Versions

Applied Sites makes every effort to design pages which display acceptably in the most popular current browsers, but cannot accept responsibility for pages which do not display acceptably in new versions of browsers released after pages have been designed.

(b) Domain and Hosting Costs

All third party costs arising from the registration of a domain name shall be met by the Client. Applied Sites recommend that clients register their own domain names so that they have full ownership of these but where we have registered a domain name on the client's behalf we agree to transfer this domain name to the client immediately upon request and without charge.

(c) Search Engine Optimisation

Applied Sites are not responsible for the client's on-going web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimise your site, we are unable to make any guarantees about the success of any search engine promotion activity.

(d) Conceptualising

Conceptualising is the process of producing website concepts for a client. Concepts can include site mock ups, graphics and design proposals. For websites costing more than £1500.00 this will be included. However, for sites costing below £1500.00, unless previously agreed, only one concept is possible. You should therefore ensure that you let us have your preferred colour scheme and design requirements beforehand. If you don't do this we will design the website appropriately but if it is not to your taste we may not be able to rework the website without additional charges. This is why it is often best to show us another website that you like as an example of what you require.

7. TRAVEL AND EXPENSES

Travelling time to and from customer premises is not included in our estimate. Applied Sites reserve the right to make a charge for travelling time at our normal consultancy rates. Likewise, Applied Sites reserve the right to charge for travelling expenses based on 45p per mile. Please note, this does not include your primary consultation.

8. PAYMENT

(a) Method

Payment from the client must be paid by cheque made payable to Mark Steen in UK Pounds Sterling. This should then be delivered by post to our premises. Applied Sites accepts no responsibility for cheques being 'lost in post'.

(b) Returned Cheque Charge

If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.

(c) Invoice Payment Deadline

Payment of any balance will be due within 28 calendar days of invoice issue date. Full publication of the Web Pages may take place only after full payment has been received. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

(d) Late Payment

If the above term is not met you will be issued with a final reminder. Any content on the website may be removed if payment is not received within 28 calendar days of invoice issue date. When this occurs a minimum charge of £50 will be required to have the site restored.

(e) Late Payment Legislation

Accounts that have not been settled within 14 days of our final reminder will incur a late payment charge of 10% of the amount outstanding by the client.

You will also be charged statutory interest of 8% above the reference rate (fixed for the six month period within which date the invoices became overdue) pursuant to the late payment legislation.

9. FUTURE SUPPORT

The website is provided to and accepted by the client as a fully functioning, completed work; when the final payment is settled. Applied Sites is not responsible for future support. This support can normally be provided upon request and for an agreed fee; charged in increments of 1/4 hour. No guarantee of future support is given unless an ongoing support package is negotiated.

Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website and Applied Sites will endeavour to protect it from this as much as we can during its creation. However, we cannot be held responsible for problems that develop on completed sites as a result of illegal activity.

10. COMPLIANCE WITH ECOMMERCE, ACCESSIBILITY AND OTHER REGULATIONS

We design websites in accordance with your specification. It is your responsibility to ensure that the website and its content comply with standing regulations. We cannot accept responsibility for any failure to comply with regulations related to accessibility, selling online or those related to a specific business or trade. We can research this on the client's behalf upon request, but in any business where complex compliance issues exist we recommend that the client takes legal advice from their company lawyer.

By agreeing to the terms and conditions set out in this document your statutory rights are not affected.

Applied Sites reserves the right to change or modify any of these terms or conditions at any time.

Should clarification of any of the above be required please contact:

Mark Steen

info@AppliedSites.com

07708 78 53 76