



## Web Site Design Terms and Conditions

The following sections outline the responsibilities of both you (hereafter known as the Client) and Vision IT Services (hereafter known as **VITS**) during the web site procurement process. The client should ensure that these are fully understood.

### 1. General Procurement Process

- 1.1. **Initial Enquiry:** The Client contacts **VITS** regarding their web site requirement.
- 1.2. **Agree Requirements:** A telephone, or, onsite meeting is held with the Client to agree the site specification and requirements. Note that for single, or, three page designs, onsite meetings will generally not be possible.
- 1.3. **Estimate Provided:** **VITS** provides an estimate of the costs for the design and creation of the web site and the time it will take to complete.
- 1.4. **Approval for Work to Commence:** The Client accepts the estimate, approves the work, by signing, dating and returning one copy of the Quotation and is invoiced for 35% of the estimated costs.
- 1.5. **Client Provides Material:** The Client will provide all agreed written material, information and images, as required by **VITS** for completion of the Client's web site, within agreed timescales.
- 1.6. **Work Commences:** Upon receipt of payment of the initial invoice **VITS** will commence work on the project and upload the developing site to a temporary space on the Internet. This will allow the Client to view and approve the on-going work and to provide feedback. **VITS** will issue regular updates\*\*, via e-mail, to the Client.
- 1.7. **Completion:** When the Client agrees that the site meets the requirements an invoice for the final amount will be issued. If the Client has failed to provide the information required to complete the site within the agreed time scale the invoice for the full amount will still be payable. Upon settlement of this invoice the site will be released for upload to the client's server or permanent web space.



## 2. Terms and Conditions

- 2.1. **Contract:** The Client's approval for work to commence\*\*\*, as defined in Step 1.4 above, shall be deemed a contractual agreement between the Client and VITS.
- 2.2. **Material:** All material supplied by the Client shall remain the Client's property. It will be assumed that this material belongs to the Client and that it does not breach any copyright laws. The Client is responsible for ensuring this.
- 2.3. **Domain Names:** Domain names registered on the Client's behalf are the property of the Client. Upon registration of a domain name the Client acquires the right to use the domain name for the period agreed and to maintain any such future payments required to continue their use of same.
- 2.4. **Registration Charges:** All third party costs arising from the registration of a domain name shall be met by the Client, unless agreed as being included in the project estimate and are payable to VITS in addition to the 35% advance fee, before a formal application for registration is made. This is included in the standard invoice issued after approval for work to commence.
- 2.5. **Privacy:** VITS will at no time release the Client's information to anyone without prior consent having first been obtained, except in those circumstances required by law and where a specific Court Order has been presented.
- 2.6. **Copyright:** VITS will retain the copyright of any material, including the source code, created for the Client by VITS until payment of the final invoice. At this time it will become the property of the Client.
- 2.7. **Intellectual Property:** VITS will retain any intellectual rights to all designs, source code, image design and other techniques, materials and sources that have formed part of the material provided for the client as per 2.6, for future use as VITS deems suitable and fit.
- 2.8. **Search Engine Submission:** VITS are not responsible for the Client's on-going web site promotion. Should the Client require the site to be promoted a separate contract must be agreed. VITS can make no guarantees about the success of any search engine promotion activity because this is controlled by the search engines.
- 2.9. **Cancellation:** Should the Client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.
- 2.10. **Travel Time and Expenses:** Travelling time to and from Client premises is not generally included in our estimate. VITS reserve the right to make a charge for travelling time at our normal consultancy rates. Likewise VITS reserve the right to charge for travelling expenses based on 45p per mile. (NOTE: There will be no charges for travelling time or expenses incurred before the Client gives approval for work to commence.)
- 2.11. **Quotations:** The price quoted to the Client is for the work agreed on the quotation only. Should the Client decide that changes are required, as the site is developed, the cost of any additional work will be added to the price quoted and this will appear on the final invoice.
- 2.12. **Advance Payment:** An advance of 35% of the total cost of the project is required before work can commence. After work commences this is non-refundable.
- 2.13. **Payment:** Payment is currently accepted by the following methods:
  - 2.13.1. Crossed cheque, made payable to vision-itsservices. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.



2.14. **Payment Terms:** Payment will be due within 30 days of final invoice. Full publication of the Web Pages may take place only after full payment has been received. Any material previously published may be removed if payment is not received. When this occurs a minimum charge of £50 will be required to have the site restored.

Accounts that have not been settled within 7 days of our final reminder will incur a late payment charge of 10% of the amount outstanding. The Client 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.

Should VITS waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses, or, commit VITS to waive the same clause on any other occasion. No terms, or, clauses shall be deemed to have been waived unless confirmed in writing by VITS.

VITS reserves the right to modify these terms or conditions at our discretion, however, these will not affect design work already approved and for which the 35% deposit has been received.

Should clarification of any of the above be required do not hesitate to phone or e-mail us.

#### **Notes:**

\*\* Usually 1 per week unless otherwise agreed

\*\*\* Important: Approval for the work to commence and payment of the advance fee indicates that the client accepts these terms and conditions.