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GENERAL TERMS AND CONDITIONS

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By placing an order with Envisage the Web, you confirm that you are in agreement with and bound by these terms and conditions.

1. Definitions

The client: the company or individual requesting the services of Envisage the Web.

Envisage the Web: Primary designer/developer and translator, Julie Olliero.

2. Agreement/Formation of Contract

Envisage the Web will carry out work only where an agreement is provided either by email, telephone, mail or fax. Envisage the Web will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Envisage the Web and the client; this includes telephone and email agreements.

Specific tasks to be completed should be formally requested by the client via purchase orders or similar. These documents will be used as a confirmation of the request of work and as a reference on the invoices sent to the client on completion of the work.

Delays incurred by the client in sending purchase orders, material and any other documents or information necessary to Envisage the Web for the completion of the work will result in delays in the delivery of the work. Envisage the Web shall not be liable for these delays and reserves the right to charge the client for any hours of work wasted because of these delays. Repeated delays may result in termination of contract or suspension of service.

3. Website Design and Development

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Envisage the Web cannot accept responsibility for any losses caused by the malfunction of the website or any part of it.

The website, graphics and any programming code remain the property of Envisage the Web until all outstanding accounts are paid in full.

Any scripts, CGI applications, PHP and Perl programs and other software program (unless specifically agreed) written by Envisage the Web remain the copyright of Envisage the Web and may not be

commercially reproduced or resold without the permission of Envisage the Web.

Envisage the Web cannot take responsibility for any copyright infringements caused by materials submitted by the client. Envisage the Web reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

The client agrees to make available to Envisage the web, as soon as is reasonably possible, all materials required to complete the site to the agreed standard and within the set deadline.

Whilst Envisage the Web will endeavour to deliver the work within the agreed deadlines, it will not be liable for costs incurred, compensation or loss of earnings caused by the failure to meet these deadlines.

Envisage the Web will not be liable for or become involved in any disputes between the client and the client's clients and cannot be held responsible for any wrongdoing on the part of the client.

Envisage the Web will not be liable for any costs incurred, compensation or loss of earnings caused by the work carried out on behalf of the client or any of the client's appointed agents.

Envisage the Web will not be liable for any costs incurred, compensation or loss of earning caused by the unavailability of the site, of the servers, of the software or of any material provided by its agents.

Envisage the Web has no control of, or responsibility for the content of the client's website. Envisage the Web does not verify any of the information contained therein, and in no way approves or endorses any content or material contained within the client's website.

Envisage the Web reserves the right to refuse to handle in any way materials that may be deemed offensive, illegal or in every way controversial and reserves the right to report any abuse to the relevant authorities.

A deposit is required with any project before any design and development work is carried out.

Once a website has been designed and completed the final balance of payment is then due in accordance with the payment terms

defined by Envisage the Web. There is no exception to this procedure. If, after commissioning the work and paying a deposit, the client decides he / she no longer wants the website, the client is still obliged to pay for the work that has been done. Non-payment will result in legal action being taken if necessary.

4. Development of databases, applications and E-Commerce solutions

Envisage the Web cannot take responsibility for any losses incurred by the use of any program created for the client. Whilst every care has been taken to ensure programs are problem free and accurate, the ultimate responsibility lies with the client in ensuring that programs are functioning correctly and as expected.

Any scripts, CGI applications, PHP and Perl programs and other software program (unless specifically agreed) written by Envisage the Web remain the copyright of Envisage the Web and may not be commercially reproduced or resold without the permission of Envisage the Web.

Where applications or websites are developed on servers not recommended by Envisage the Web, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the servers, required in order for the applications or the websites to be correctly developed. Where large applications are to be developed, it is the client's responsibility to provide a suitable testing environment that is identical to the final production environment.

Envisage the Web will not be liable for any costs incurred, compensation or loss or earnings due to the work carried out on behalf of the client or any of the client's appointed agents.

The client is expected to test fully any application or programming relating to a site developed by Envisage the Web before it is made officially available for use. Where "bugs", errors or other issues are found after the site is live and during the period of the contract, Envisage the Web will endeavour (but is not obliged) to correct these issues to meet the standards of function outlined in the contract.

5. Compatibility

Envisage the Web will use reasonable endeavours to ensure that any website or application it designs and/or develops function correctly when used in the most common web browsers. Envisage

the Web cannot guarantee that the site will be fully usable in all web browsers and the client accepts the fact that new or obscure browsers, or the end-user's individual hardware or software configuration may affect the site's visibility or access.

6. Domain Names and Website Hosting

Envisage the Web provides a web assistance for the registration and the management of domain names and for the set up and the management of web hosting through third party agents. Envisage the Web shall not be liable for any failure to register the domain name, or for any delay in so doing which results in the loss of the domain name. Envisage the Web can give no guarantees as to the availability or interruption of the web hosting service and cannot accept liability for losses, loss of turnover, sales, revenue, profits or indirect, consequential or special loss caused by the unavailability, malfunction or interruption of this service.

7. Third-party products and services

Where the client uses a third-party product or service, the client's relationship is exclusively with the supplier of that product or service. Although Envisage the Web may introduce these products or services to the client, it is entirely up to the client to inform themselves as to benefits and risks and as to correct usage. Envisage the Web will not in any way be held responsible for actions taken by third parties.

8. Translation services

Envisage the Web undertakes to provide the translation services by the delivery date(s) agreed with the client.

The translation services shall be carried out by Envisage the Web with care, accuracy and attention, and in compliance with the highest standards of relevant established current translators practice. However, Envisage the Web does not warrant that the translated works will meet the client's specific requirements and, unless otherwise agreed, Envisage the Web does not warrant that the translated works will be sent to the client without any interruption or without any error. Furthermore, Envisage the Web does not warrant that the translated works will be accurate, correct, reliable or otherwise.

All information and material supplied to or obtained by Envisage the Web in the course of its obligations to the client shall be treated by Envisage the Web as confidential and shall not be disclosed by Envisage the Web without the written consent of the client.

9. Invoices and Payment

A deposit is required from any new client before any work is carried out.

Envisage the Web will send an invoice to the client on delivery of the completed work.

Any outstanding accounts for work carried out by Envisage the Web must be paid in full no later than 30 days from the date of the invoice unless by prior agreement with Envisage the Web.

Once work is completed, the client is obliged to pay the balance of payment in full. Envisage the Web will contact clients via post, email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or Envisage the Web has not been contacted regarding the delay, access to the related website may be denied and web pages removed. Envisage the Web will then pass such cases to the Small Claims Court to pursue payment. Non-payment can result in county court judgements being added to the client's credit rating.

Following consistent non-payment of an invoice, Envisage the Web's Solicitors will contact the client in question with a view to taking the matter further and if need be to seek payment through legal procedures and court summons.

Repeated delays for payments may result in termination of contract or suspension of service.

10. Late Payment Charges

Envisage the Web reserves the right to pass on to the client any excess charges it receives for late payment of invoices for services supplied to the client including any interest charges from banks or other financial institutions.

11. Subsequent Amendments Charges

Envisage the Web will charge for regular updates or subsequent site amendments not included in the contract. A quotation of the costs involved will be given before commencement of any work.

12. Acceptance

The client shall declare acceptance of each completed task within 10 days after delivery, if it is considered satisfactory and meeting the provisions of the task definition in the contract. If the client did not declare acceptance within this delay, Envisage the Web will consider that the completed task has been accepted.

13. Withdrawal of Service

Envisage the Web reserves the right to withdraw its services at any time and is in no way obligated to provide further services to its clients.

14. Loss of Service

Envisage the Web accepts no liability for any loss of service, unavailability of files, damage to data, misuse of equipment by third parties, failure of any externally managed equipment or communications devices or other services deemed to be beyond Envisage the Web's control.

15. Termination of Contract

Any contract formed between Envisage the Web and the client shall be mutually binding to the terms and conditions set out within this document. Any subsequent misuse of equipment, or non-compliance with any of the regulations and terms as set out shall result in termination of contract or suspension of service.

If the client chooses to terminate the contract, Envisage the Web will invoice the client for any work carried out plus any expenses and handling charges incurred to that time.

Envisage the Web reserves the right to cancel the contract at any time without prior written notice of such upon finding that any of the terms and conditions set out herein this document or any subsequent revisions thereof have been broken.

16. Complaints Procedure

Informal complaints procedure

Any client who experiences a problem with their service provided by Envisage the Web should raise the matter directly using the online contact form available on Envisage the Web's website, giving sufficient information to locate the material (such as a URL) and clearly outlining the grounds for complaint.

Envisage the Web will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to Envisage the Web, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within 7 days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

17. Intellectual Property

Clients' websites, graphics and programming code created by Envisage the Web remain the property of Envisage the Web until all outstanding accounts are paid in full.

Any databases, CGI applications, PHP and Perl scripts and any other code written by Envisage the Web remain the copyright of Envisage the Web (unless specifically agreed) and may not be commercially reproduced or resold without the permission of Envisage the Web.

Envisage the Web may provide during the course of the service modules, applications or programming code that it has previously developed which are central to the development and conclusion of any project or service. The rights to re-use, modify, redistribute, and make publicly available any such items will remain with Envisage the Web at all times.

18. Privacy Policy

Envisage the Web is committed to safeguarding the privacy of its clients. Envisage the Web operates a strict policy on publicity and distribution of information and will not at any time divulge clients' name, address, telephone number, account details or electronic mail address to any non-legal third party and will only divulge clients' information to any legal establishment (in accordance with the

terms of the Data Protection Act 1998). All information received via email will be deemed private and will never reach any other person outside Envisage the Web.

19. Law and Jurisdiction

These terms and conditions are formed under the laws of Scotland and any legal claim shall be made in a Scottish court or via the Scottish legal system.

20. Changes to terms

Envisage the Web at all times reserves the right to change the terms and conditions set out herein this document and will endeavour to inform its clients currently affected by the terms and conditions. Any subsequent change will become applicable immediately and any previous versions of the terms and conditions will be superseded by this new version.

Envisage the Web will at all times where reasonably possible make available for viewing its terms and conditions through its corporate website.

21. Miscellaneous

Envisage the Web reserves the right to use any site that it designs and/or develops as an example of its work. A thumbnail image of the homepage and a slide show of selected pages may be used together with a link to the corresponding website, both will appear on the 'Portfolio' page of Envisage the Web's website.

The client, whom site it is, agrees to have a link to Envisage the Web placed on their website. This will blend with the overall site design.

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