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## **WEB SERVICES TERMS AND CONDITIONS**

**Table of contents**

<b>1. DEFINITIONS</b>	<b>3</b>
<b>2. AGREEMENT/FORMATION OF CONTRACT</b>	<b>3</b>
<b>3. WEBSITE DESIGN AND DEVELOPMENT</b>	<b>3</b>
<b>4. DATABASE, APPLICATION AND E-COMMERCE DEVELOPMENT</b>	<b>5</b>
<b>5. COMPATIBILITY</b>	<b>5</b>
<b>6. DOMAIN NAMES AND WEBSITE HOSTING</b>	<b>6</b>
<b>7. THIRD-PARTY PRODUCTS AND SERVICES</b>	<b>6</b>
<b>8. INVOICES AND PAYMENT</b>	<b>6</b>
<b>9. LATE PAYMENT CHARGES</b>	<b>7</b>
<b>10.SUBSEQUENT AMENDMENTS CHARGES</b>	<b>7</b>
<b>11.ACCEPTANCE</b>	<b>7</b>
<b>12.WITHDRAWAL OF SERVICE</b>	<b>7</b>
<b>13.LOSS OF SERVICE</b>	<b>7</b>
<b>14.TERMINATION OF CONTRACT</b>	<b>7</b>
<b>15.COMPLAINTS PROCEDURE</b>	<b>8</b>
<b>16.INTELLECTUAL PROPERTY</b>	<b>8</b>
<b>17.PRIVACY POLICY</b>	<b>9</b>
<b>18.LAW AND JURISDICTION</b>	<b>9</b>
<b>19.CHANGES TO TERMS</b>	<b>9</b>
<b>20.MISCELLANEOUS</b>	<b>9</b>

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

### **1. Definitions**

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

Envisage the Web: Primary designer/developer, 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 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 scripts or software (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.

Envisage the Web will not be liable for costs incurred, compensation or loss of earnings caused by failure to meet agreed deadlines.

Envisage the Web will not be liable 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 or 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, its servers, software or 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 any way controversial and also to terminate the hosting service (section 6) should the necessity arise.

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 our payment terms. There are no exceptions to this. If, after the clients have commissioned the work and paid a deposit, they decide they no longer want the site, they are still obliged to pay for the work that has been done. Non-payment will result in legal action being taken if necessary.

#### **4. Database, Application and E-Commerce Development**

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

Any scripts, cgi applications or software (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 sites 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 server required in order for the application 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 generally 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 developed/designed site or application will function correctly when viewed using the most common web browsers. Envisage the Web does not guarantee that the site will be fully usable on 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 visibility or access.

## **6. Domain Names and Website Hosting**

Envisage the Web provides domain name registration and management services and web hosting services through a third party agent. Although the domain name and web hosting services agent provides a 99.99% up-time guarantee, 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 caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

## **7. Third-party products and services**

Where clients use a third-party product or service, their relationship is exclusively with the supplier of that product. Although Envisage the Web may introduce these products and services, it is entirely up to the client to inform themselves as to benefits and risks and to correct usage. Envisage the Web can in no way be held responsible for actions of third parties.

## **8. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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.

After this delay, Envisage the Web will consider that the completed task has been accepted.

#### **12. 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.

#### **13. 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.

#### **14. 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.

## **15. Complaints Procedure**

### *Informal procedure*

Anyone who experiences a problem with their web 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.

## **16. Intellectual Property**

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 scripts or software (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 may provide during the course of the service modules, applications or software 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.

## **17. Privacy Policy**

Envisage the Web is committed to safeguarding the privacy of its clients. Envisage the Web operates a closed 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 e-mail will be deemed private and will never reach any other person outside Envisage the Web.

## **18. Law and Jurisdiction**

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

## **19. Changes to terms**

Envisage the Web at all times reserves the right to change the terms and conditions set out herein this document without prior written notice to any of its clients. Any subsequent changes 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.

## **20. Miscellaneous**

Envisage the Web reserves the right to use any site that it designs as an example of its work. A graphical image of the homepage may be used and a link provided to the client's website, which will appear on the 'Portfolio' page of Envisage the Web's website.

The client 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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