

the web bureau



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Terms and Conditions

All orders placed with The Web Bureau Ltd. are accepted subject to the following conditions, which shall form the basis of the contract between The Web Bureau Ltd. and the customer.

Placing of an order implies acceptance of these conditions of Business herein stated, and these conditions are paramount to any proposed by the customer.

1.0 QUOTATIONS

Quotations are for prompt acceptance and undeferred execution and in any case are never valid for more than 30 days. Error and omissions are subject to correction, and The Web Bureau Ltd. does not bind itself to accept the order should such corrections result in dispute with the customer.

2.0 TERMS

A period of 30 days from date of invoice / statement is allowed for payment in respect of approved credit accounts. The Web Bureau Ltd payment terms are as follows: 30% on receipt of site designs, 30% on receipt of html coded site, 30% on receipt of CMS (for client testing), 10% on go live. Where appropriate and agreed in writing with The Web Bureau Ltd prior to commencement, alternative terms may be negotiated.

3.0 OVERDUE ACCOUNTS

Website hosting and email management will be held until accounts have been settled (see section 2). Once overdue a warning will be issued and The Web Bureau Ltd reserves the right to suspend accounts until terms agreed between The Web Bureau Ltd and the client.

4.0 ADDITIONAL WORK/ALTERATIONS

Any additional work over and above that specified in the Quotation, or differing from original instructions will result in increased charges. This includes modifications or updates to text or images provided by the client.

5.0 EXPEDITED DELIVERIES

Should delivery be required in less than the normal time requisite for its proper production within the standard capacity of The Web Bureau Ltd. facilities and normal working hours, an extra charge will be made commensurate with any overtime worked, or extra labour or equipment contracted, in order to expedite such delivery.

6.0 CLAIMS

Any complaint must be made with 30 days of completion and / or delivery of the work to the client, beyond which period no claim will be entertained.

7.0 DATA BACKUPS

The Web Bureau Ltd will endeavour to make backups of the data stored on the Server and make them available to the Client in accordance with the specification of the data needed. However, The Web Bureau does not warrant that any data will be backed up correctly, nor that any successful restoration of data will be possible. The Web Bureau shall have no liability for any loss or damage to any data stored on the Server or backup mediums. For the avoidance of all doubt, we make backups of all data on the Server regardless; we also make backups regardless on our remote server.

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8.0 DOMAIN NAME

Domain names can be registered and managed on behalf of our clients. The domain name will become property of the client as necessary so long as there are no overdue accounts (see section 3). Existing Domain Names will remain property of the client.

9.0 LIMITATION OF LIABILITY

9.1 The Web Bureau Ltd. shall not be liable to the customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the supply of any goods or services under these terms and conditions and whether arising from the use, application or support of such goods and services, or otherwise, except to the extent to which it is unlawful to exclude such liability.

9.2 Notwithstanding the generality of clause 9.1 above, The Web Bureau Ltd expressly excludes liability for consequential loss, damage or corruption to other software or data, or for loss of profit, business, revenue, goodwill or anticipated savings.

9.3 In the event that any exclusion contained in these Terms & Conditions shall be held to be invalid for any reason and The Web Bureau Ltd becomes liable for loss or damage that it may otherwise have been lawful to limit such liability shall be limited to 125% of the monies paid to The Web Bureau Ltd by the customer in respect of the goods and services supplied under these Terms & Conditions.

9.4 The Web Bureau Ltd does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of The Web Bureau Ltd, its employees, agents or authorised representatives.

9.5 The customer agrees to indemnify and save harmless and defend at its own expense The Web Bureau Ltd from and Against any and all claims of infringement of copyright, patents, trademarks, industrial designs, or other intellectual property rights arising from any content or specifications provided by the customer in respect of the supply of the goods and services under these terms and conditions.

10.0 CREATIVE ELEMENTS

Specially designed images and technical aspects relating to the content of the contractual work is maintained in computer storage, and remains the sole property of The Web Bureau Ltd. who gives no guarantee that it will be available at any future time for re-use.

11.0 SOFTWARE

The Web Bureau Ltd. Reserve all rights in relation to software, bespoke or otherwise which may be deployed by us as part of your project. Such software includes, but is not limited to Content Management Systems and Database Design.

12.0 ACCEPTANCE OF WORK

Customers are required to accept delivery of work immediately it is completed unless prior arrangements to the contrary are made.

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13.0 QUALITY OF WORK

The Web Bureau Ltd. will not be responsible for the accuracy of any material, logo, copy, or design provided by the customer as origination material or proofs. In any event, all work will be subject to client approval prior to finalisation of the contracted work.

14.0 RENEWALS

The Web Bureau Ltd. will manage the renewal of any domain names and hosting arrangements you have allocated to us. Renewal will be performed by The Web Bureau Ltd without notice and invoiced accordingly. If you do not wish to renew for any reason, we require that you notify us in writing, 1 month in advance of the renewal date.

15.0 SERVER ACCESS

The Web Bureau does not provide for FTP access by clients to update site files hosted on The Web Bureau servers. All updating of sites hosted on The Web Bureau servers to be completed by The Web Bureau staff (unless previous agreement has been reached).



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