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TERMS AND CONDITIONS

The finer details that cover you as the client, and ourselves for a happy relationship.

CONTRACT

The instruction for work to commence forms a contractual agreement between the Client (you) and Web Function Limited (us). The instruction for work to commence and payment of the required deposit indicates the Client has read and agreed to the Terms of Business outlined in this documentation.

Web Function Limited reserves the right to sub-contract the fulfilment of an order or any part thereof.

VAT

All prices quoted are subject to VAT at the current rate, unless classified as zero rating.

ESTIMATES

All estimates are based on the initial brief given by the Client and Web Function Limited interpretation of the work needed to complete the project. The costs detailed in the estimate are valid for 30 days from the date of the original estimate. Web Function Limited requires the client to agree costs before work commences by providing a signed copy of the order acceptance and to pay the appropriate deposit (see 'Deposit' below).

It is only once the deposit and the signed order form has been received that work will commence on the project.

Should Web Function Limited find that there is substantial additional work to be carried out, a full revised breakdown of the extra costs involved will be provided, prior

to any such work being undertaken. Web Function Limited will not carry out any of this work until the Client is happy with the new quotation. Once the amount has been agreed this agreement will form a binding contract.

DEPOSITS

Unless specified, a 50% deposit will be required on all new work.

Longer-Term Projects
For projects likely to last longer than one month, stage payments may be required as each pre-defined deliverable is completed.ee

Large Outsourced Print
Any outsourced printing may require payment up front. All proofs will require client sign off before print work is commenced.

CANCELLATIONS

Once the estimate has been approved by the Client, Web Function Limited will undertake the work as agreed. If the Client cancels the project for any reason then the Client will be liable for the cost of any work carried out to that date. This is regardless of any deposit paid.

Payments
Payment is due on receipt 28 days after the date of our invoice, unless otherwise agreed. Deposit payments are due on receipt of invoice. In the event of an overdue payment, Web Function Limited may take the decision to amend or cancel any ongoing services or agreements such as hosting of websites and emails until such time as the outstanding payment has been settled. Web Function Limited reserve the right to cancel any service, agreement or hosting without notice should an invoice go unpaid for extended period of time.

CONTENT – IMAGES AND GRAPHIC SUPPLIED BY OURSELVES

The sourcing, purchasing and editing of any images or graphics may incur additional costs not represented in the initial quotation.

For example if the Client requires an image or graphic that is not freely available from any stock library needed to either manipulate an existing file or outsource to a third

party.
Content – Images/graphics (supplied by you)
Any images or graphics the Client supplies should be saved separately in a suitable digital format i.e. jpeg or eps. Anything supplied in a printed format will need to be scanned, edited or re-produced then saved for use which will incur an additional cost. By supplying images/graphics to Web Function Limited, the Client accepts responsibility for any emerging copyright issues and absolves Web Function Limited from any liability under copyright legislation.

CONTENT - TEXT SUPPLIED BY YOU

Web Function Limited estimates are based on text being supplied in a digital format i.e. Microsoft Word or via email. Additional charges will be incurred if typing is required, a copy writing service is available on request.

SUPPLYING CONTENT

All written content, images, photos, graphics and logos should be supplied at time of agreement to commence with the Project. Failure to do so delays the progress of design and setup; therefore any estimated completion date becomes invalid. Web Function Limited understands that gathering all content is not always a quick process. However, if delays occur and Web Function Limited cash flow requires it, the Client will be invoiced for all work to date and then work will recommence when content is supplied. As a result the Client will then be billed for the remaining amount estimated.

CLIENT COPYRIGHT RESPONSIBILITIES

In situations where the Client provides images, text, animations or any other content for their website or media publication(s) the Client is legally responsible for ensuring that this material does not infringe any copyright laws. Designs, illustrations and imagery including photographs taken by Web Function Limited will remain our copyright until payment of the final invoice is made.

FINAL PROOFING

Clients are responsible for final proofing of artwork and web designs. Web Function Limited checks all it's artwork and web designs before publishing, but clients are responsible for final proofing. Web Function Limited cannot be held liable for any

errors found after the Client has approved artwork for print or a web design for publishing. In case of any doubt, then the Client should consider using the services of a professional proof-reader. Web Function Limited disclaimer includes colour matching. If exact colour accuracy is important to the Client, a hard copy can be supplied direct from our printer at cost. The Client may already be aware that colour on screen rarely matches the hard copy colour, which can vary from printer to printer and can vary depending on paper stock quality.

Clients should pay special attention to telephone numbers and e-mail addresses as mistakes are sometimes hard to spot and will not be picked up by spell checks. Customers must signify their approval by e-mail; only at this point will any order proceed.

REVISIONS

You are allowed three revisions/amends to previously agreed design content without charge, unless otherwise stated. Any additional amends will be charged pro rata unless otherwise previously agreed.

YOU AND YOUR WEBSITE

When building a website we like to make sure that we have a solid frame in place to base your site contents upon. The creation of a visual for you is important to make sure you are happy with the overall look of the site before we begin to build it. Anything that is presented upon the visual that will change from page to page is freely amendable during the building process but everything that appears as part of a template for the website needs to be agreed upon before we commence the building process as changes at a later stage will be harder as any content within the frame may rely upon it.

Please make sure you agree to the finished visual before we begin to build the site. If you have any concerns or questions please let us know. Any changes to the main frame of the layout after approval may incur further costs as they will be time consuming and may delay your website from going live.

Please also check:
all your CONTACT DETAILS (Tel numbers, address and names) as well as LAYOUT & use of LOGO
When approving this visual you agree to the following:

I understand that Web Function Limited hold no further responsibility for errors to the functionality of page appearance and mistakes with contact information, telephone

numbers, names and spelling errors once you have given permission to go to build your website.

WEB HOSTING AND EMAIL ACCOUNTS

Web Function Limited do not host any sites or mailboxes in-house. These are sub-contracted to trusted third parties.

This should be taken up with either the Client's network provider or with the device manufacturer. Should the Client's email cease to function effectively due to problems with their broadband service provider, Web Function Limited takes no responsibility for this and cannot therefore be held responsible for any interruption to service.

Web Function Limited takes every care to ensure their hosting partners take their security seriously but cannot be held accountable for security breaches to third party servers and cannot take any responsibility for any damage arising from such security breaches.

Whilst we and our suppliers will always endeavour to give you the best possible level of service, we cannot guarantee 100% availability of service.

Web Function Limited and our suppliers accept no responsibility for any losses caused through a loss of service.

While our suppliers will use every reasonable endeavour to ensure the integrity and security of the Server, neither we nor our suppliers guarantee that the Server will be free from unauthorised users or hackers and neither we nor our suppliers shall be under any liability for non-receipt or misrouting of email or web traffic, or for any other failure of email or websites. Your data pages may not be secure against hackers and that risk is yours alone. If you find evidence of infiltration, please notify Web Function Limited and we will take steps both to try and prevent it and to notify the proper authorities.

Hosting packages and Domain names are renewed on an annual basis automatically to avoid disruption to business activity. Notice of at least 30 days, in writing, is required to cancel hosting

Programming
Web Function Limited can only program sites to be as secure as reasonably possible at the time of delivery and can not offer indemnity against future threats/developments.

Whilst every endeavour will be made to ensure that the website and any scripts or applications are free of errors, Web Function Limited cannot accept responsibility for any losses incurred due to malfunction of any application, the website or any part of it.

Web Function Limited 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 bug free and accurate, the ultimate responsibility lies with The Client in ensuring that all software is functioning correctly before use.

Any scripts, cgi applications, php scripts, or software written by Web Function Limited remain the copyright of Web Function Limited (unless specifically agreed) and may only be commercially reproduced or resold with the permission of Web Function Limited.

The ownership of the web pages and copyright therein shall remain with Web Function Limited until payment in full has been received for all sums owing. Once payment has been received, ownership and copyright of page text and graphics specific to the Client shall pass to the Client.

Ownership of all code used in processing web pages shall remain with Web Function Limited and it is expressly agreed that the use of such code in processing the web pages does not confer any passing of title from the Agency to the Client.

When a test link is provided, it is the responsibility of the Client to test the functionality, read and check all copy, as well as approve the design and images used before approval is given.

Once the client has acknowledged and accepted completion of the project, any amendments will be charged at Web Function Limited standard billing structure.

PROJECT TIMESCALES

The length of the project together with any estimated deadlines or staged deliverables are negotiated and agreed with each client for each individual job or project. However, if the Client's own delays, for whatever reason, result in deadlines not being met and timescale necessarily extended, we may issue an interim invoice to cover any work already carried out.

Web Function Limited will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

INTELLECTUAL COPYRIGHT

Web Function Limited will hold intellectual copyright of any design material, including custom graphics created for the client until payment of the final invoice. At this time Web Function Limited will transfer the intellectual copyright to the Client.

Unless agreed otherwise at the start of the project all code and databases created for any application developed by Web Function Limited remain the property of Web Function Limited who has the right to continue to develop those applications for use in any future projects.

Web Function Limited will continue to hold the intellectual copyright to all design concepts, prototypes and mock-ups produced that are either not used by the Client or substantially changed during the course of the project. Web Function Limited reserves the right to use these designs for future projects or with other clients if appropriate.

CLIENT TRANSFER OF BUSINESS TO A THIRD PARTY

In the event that the Client transfers their business to another agency or provider, the resulting essential work on the part of Web Function Limited to effect that transfer will incur charges. Each case has to be taken individually and charges levied accordingly at our normal hourly rates. Third party costs may also be incurred from domain registrations or from terminating hosting contracts prematurely. Any such costs will also be added to the final invoice.

Note: Transfers will be made within a reasonable timescale but will not necessarily be a top priority owing to the pre-existing commitments to other clients.

As the transfer of domains, websites, files or artwork usually only takes place when an existing contractual relationship is coming to an end, any fees in relation to the transfer must be paid in full before any transfer takes place. Any pre-existing agreements with regards to payment terms etc will no longer apply.

LIMITATION OF LIABILITY

Web Function Limited will not be liable to any Client for any special, indirect, incidental or consequential damages whatsoever whether in contract, tort (including negligence) or strict liability including, but not limited to, loss of use of or under-utilization of labour or facilities, loss of revenue or anticipated profits, or claims from clients, resulting from Web Function Limited performance or non-performance of its obligations under this Agreement, or in the event of suspension of the services or termination of this Agreement. Web Function Limited aggregate liability to any client under any agreement for any and all claims shall not exceed the total amount of the fees actually paid by the Client and received by Web Function Limited under any agreement.

In the event of a change in law governing in the UK, Europe or Rest of the world where a website functionality requires updating, it is the responsibility of the client to inform

Web Function Limited of this change and to pay for additional work required to bring the website in line with the law. Web Function Limited is not liable for omissions of law abiding functionality regarding payments or disclosure of information due to changes in UK or international laws.

FORCE MAJEURE

Every effort will be made to carry out any contract based on a quotation, but the due performance of it is subject to cancellation or variation owing to an Act of God, war, strikes, lock-outs, fire, flood, drought or any other cause beyond the control or owing to the inability to procure materials or articles except at increased prices due to any of the foregoing causes.