

Phase 2 Websites: terms of business

The placing of an order either verbally or in writing expresses acceptance of our terms of business. The following conditions apply and are incorporated in all contracts for the supply of services or materials.

Quotations

Unless otherwise stated a quotation is valid for acceptance for a period not exceeding 30 days from the date of issue.

Briefs

A full written brief shall be supplied for all work undertaken and any particular requirements must be specified in advance in order to ensure compliance. If this is not provided in writing then our interpretation of the requirements shall be deemed correct. Any work undertaken of an experimental or development nature is chargeable at normal rates.

Website Contents

Whilst the company takes reasonable care to ensure the accuracy of website content, it WILL NOT ACCEPT LIABILITY FOR ANY LOSS OR DAMAGE (INCLUDING CONSEQUENTIAL LOSS OR DAMAGE) HOWEVER CAUSED (WHETHER BY NEGLIGENCE OR OTHERWISE) WHICH MAY BE SUFFERED OR INCURRED OR WHICH MAY ARISE DIRECTLY OR INDIRECTLY with respect to the service.

Website Hosting

In accepting a hosting agreement the client acknowledges that no web or email server can be guaranteed 100% error free and that the company can accept no responsibility for delays or down time, breakdowns or data loss caused by Internet Service Providers (ISPs). Without prejudice the company will undertake to raise any such issues with the ISP in order to effect a speedy resolution. If the client chooses to organise alternative web hosting arrangements, final exported site files will be uploaded to the host company or supplied on disk. Files supplied on disk are for backup purposes only. Unauthorised use, modification or transfer of these files or files downloaded from a website is strictly prohibited and shall be deemed an infringement of copyright.

Website Backups

Copies of all website source files are maintained by Phase 2 and where an appropriate agreement exists regular database data backups will be made. It is the responsibility of the website owner to maintain an independent backup resource for data contained in MySQL database tables on the webserver and any original material uploaded via control panels. Whilst all reasonable steps are taken to avoid loss Phase 2 cannot be held responsible for any disruption or losses incurred through malicious actions or any other means.

Domains

Domain registration and responsibility for renewal rests solely with the client. The Company may register domains on behalf of the client, and will renew them upon payment of a renewal invoice which will be raised by the company. The company WILL NOT ACCEPT LIABILITY FOR ANY LOSS OR DAMAGE (INCLUDING CONSEQUENTIAL LOSS OR DAMAGE) HOWEVER CAUSED (WHETHER BY NEGLIGENCE OR OTHERWISE) WHICH MAY BE SUFFERED OR INCURRED as a result of lapsed registration.

Copyright

Copyright of all original material and photographs remains with the company. Photographic prints, transparencies and digital images will be supplied to meet the stated requirements of the client. Copying or scanning of supplied material may only be undertaken with the express permission of the company upon payment of an appropriate fee.

The client declares that he is authorised to use all material provided by him for reproduction or website inclusion and absolves the company of any action or liability arising from the use of such material.

Late Delivery

The company will use its best endeavours to ensure that all work is completed within the time stated, but will not accept any liability for damages in the event of failure so to do.

Acceptance

Any work or materials rejected as not complying for whatever reason with the order placed must be so rejected by the client or his agent in writing within 7 days of receipt. Formal acceptance in writing of a website and its content on the company test server is required before mapping to the client's domain.

Disputes

Our complaints procedure aims to resolve your problem as quickly and fairly as possible. We will endeavour to acknowledge receipt of your complaint on the same day it is received. We will then make a full assessment and offer a way of resolving the situation and explain why it can be said to be a fair resolution. In the event that an agreement cannot be reached, the matter shall be referred to an agreed independent arbiter whose decision shall be final and whose costs shall be borne equally by both parties.

Terms of Payment

Where no other terms of payment or credit have been specified the company's terms of payment are net cash payable in full within 21 days of date of invoice. Title to goods remains with the company until payment is received in full. The company reserves the right to add 2% per month to overdue accounts. No receipts will be provided unless specifically requested.

Privacy

The company observes current Privacy Laws and Guidelines relating to personal data and will not pass information to any third party.

Value Added Tax

The company is not currently registered for VAT. Prices quoted are therefore fully inclusive.

Prices

The company reserves the right to alter prices without notice.