

# RB Web Design (UK) - Terms and Conditions

## Website Procurement Process

The following list describes the typical website procurement process with RB Web Design (UK). The responsibilities of both the Client and RB Web Design (UK) during this process are outlined. The client should ensure that these are fully understood.

- **Initial Client Enquiry:** The client contacts RB Web Design (UK) (hereafter referred to as RBWD) with their website requirement information.
- **Agree Requirements:** A telephone, email or onsite meeting is held with the client to agree the site specification and requirements. *Note that for low cost work, onsite meetings will generally not be feasible.*
- **Estimate Provided:** RBWD provides an estimate of the costs for the design and creation of the web site and the time it will take to complete.
- **Approval for Work to Commence:** The client accepts the estimate, approves the work and is invoiced for 50% of the estimated costs.
- **Client Provides Material and Content:** The client must provide *all agreed written material, information and images* before work commences.
- **Work Commences:** Upon receipt of payment of the initial invoice RBWD will commence work on the project and upload the developing site to a temporary space on the Internet. This will allow the client to view and approve the on-going work and to provide feedback.
- **Completion:** When the client agrees that the site meets the requirements an invoice for the final amount will be issued. Upon settlement of this invoice the site will be released for upload to a server or permanent web space administered by the client or RBWD.
- **On-going Maintenance:** Any regular maintenance or search engine promotion activity is then agreed.

## Terms and Conditions

1. **Contract:** The client's approval (either verbal or written/email) for work to commence shall be deemed a contractual agreement between the client and RBWD. **Important: Approval for the work to commence and payment of the advance fee indicates that the client accepts these terms and conditions.** RBWD 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 RBWD and the client, this includes telephone and email agreements.
2. **Website Design:** Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, RBWD cannot accept responsibility for any losses incurred due to malfunction of any part of the website. RBWD can not take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.
3. **Website Hosting:** Whilst RBWD recommends hosting companies to host websites, no guarantees can be made by RBWD as to the availability or lack of interruption to such services and RBWD can not accept liability for losses caused

by the unavailability, malfunction or interruption of any hosting service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss. RBWD reserves the right to refuse to handle in any way, material which may be deemed offensive or illegal.

- 4. Compatibility:** RBWD will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed on and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 7 and to an acceptable level with Mozilla browsers. RBWD can offer no guarantees of correct function with all browser software.
- 5. Liabilities:** RBWD will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines. RBWD can not take responsibility for any losses incurred by the use of any software created for the client. RBWD will not be liable or become involved in any disputes between the site owner and their clients and can not be held responsible for any wrongdoing on the part of a site owner.
- 6. Database, Application and E-Commerce Development:** Where applications or sites are developed on servers not recommended by RBWD, 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 clients responsibility to provide a suitable testing environment which is identical to the final production environment. The client is expected to test fully any application or programming relating to a site developed by RBWD before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, RBWD will endeavour (but is not obliged) to correct these issues to meet the standards of function outlined in the order.
- 7. Intellectual Copyright:** RBWD will hold intellectual copyright of any original material, including scripts, cgi applications, php scripts, and software created for the client. Upon payment of the final invoice, the website source code will become the property of the client (excluding any original material written by RBWD, unless specifically agreed). Software retaining the copyright of RBWD may only be commercially reproduced or resold with the written permission of RBWD.
- 8. Registration Charges:** All third party costs arising from the registration of a domain name shall be met by the Client. RBWD may recommend that clients register their own domain names so that they have full ownership of these but where RBWD has registered a domain name on behalf of the client RBWD agrees to transfer this domain name to the client upon request within a reasonable transfer period. An additional administration charge may need to be paid to the registry company involved.
- 9. Search Engine Promotion:** RBWD is not responsible for the client's ongoing web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines. While your site can be optimised for this, no guarantees can be made about the success of any search engine promotion activity.

- 10. Cancellation:** Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.
- 11. Failure to Provide Required Website Content:** If you agree to provide RBWD with the required information and subsequently fail to do within four weeks of project commencement RBWD reserves the right to close the project and the balance remaining becomes payable immediately.
- 12. Travel Time and Expenses:** Travelling time to and from customer premises is not generally included in any estimate. RBWD reserves the right to make a charge for travelling time at its normal consultancy rates. Likewise RBWD reserves the right to charge for travelling expenses based on 45p per mile. (NOTE: There will be no charges for travelling time or expenses incurred before you give your approval for work to commence.)
- 13. Quotations:** The price quoted to the client is for the work agreed on the quotation only. Should the client decide that changes are required after work on the website commences, then RBWD will accept these changes with the provision that additional charges may have to be negotiated.
- 14. Advance Payment:** An advance of 50% of the total cost of the project is required before work can commence. *After work commences this is non-refundable.*
- 15. Payment terms:** Payment can be made by cheque or bankers draft in UK Pounds Sterling. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25. Payment can also be made by electronic transfer into a nominated UK bank account belonging to RBWD.
- 16. Credit/debit Card Payments:** Credit/debit card payments can also be accepted via our Paypal electronic invoice system. These are subject to a 4% surcharge.
- 17. Payment:** Once a website has been designed and completed the final balance of payment is then due and must be paid within 30 days of final invoice date. Full publication of the Web Pages may take place only after full payment has been received. Any material previously published may be removed if payment is not received. When this occurs a minimum charge of £50 will be required to have the site restored.
- 18. Late Payment:** Accounts that have not been settled within 7 days of our final reminder will incur a late payment charge of 10% of the amount outstanding. You will also be charged interest at the Bank of England base rate plus eight per cent (fixed at the rate applicable when the invoice became overdue).
- 19. Future Support:** The website is provided to and accepted by the client as a fully functioning, completed work. RBWD is not responsible for future support. This can normally be provided upon request and for an agreed fee. No guarantee of future support is given unless an ongoing support package is negotiated.

**20. Future Site Problems:** Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website, and RBWD will endeavour to protect it from this as much as possible during its creation, but RBWD can not be held responsible for problems that develop on sites after they have been handed over to the client.

**21. Complaints Procedure:** Anyone who experiences a problem with their web service provided by RBWD should raise the matter in writing or by email to support@rbwd.co.uk, clearly outlining the grounds for complaint. RBWD will acknowledge receipt of any complaint and ensure that the matter is looked into as soon as possible. An initial response to any complaint can be expected within seven 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.

**Notes:**

Should RBWD waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit RBWD to waive the same clause on any other occasion.

**By agreeing to these terms and conditions your statutory rights are not affected.**

RBWD reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please get in touch.

**Richard Baverstock**

**RB Web Design (UK)**

1 Wynton Close  
Blaby  
Leicester LE8 4HG

**Email: support@rbwd.co.uk**

**Website: www.rbwd.co.uk**

Tel: 07962 441970

Fax: 0871 733 5501

Terms and conditions courtesy of Toucher Web Design UK