Terms and Conditions of development and hosting services provided by Web Optic LTD
Last updated 24th January 2023

1. Definitions

The following Terms and Conditions document is a legal agreement between; 'the Client' you and 'The Developer' Web Optic. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

The Developer is a web design, development & hosting provider offering the Client graphical design, HTML, CSS, JavaScript, PHP, MySQL and other related computer programming languages.

2. Acceptance of Work

Quotations are valid for up to 30 days from the date of proposal.

When the Client places an order to purchase a website or website updates from the Developer, the order represents an offer to the Developer to purchase the website or website updates. No contract for the supply of services exists between Client and Developer until the Developer sends a proposal to the Client and the client accepts this by digitally signing the document supplied. The proposal equals acceptance by the Developer (or third-party supplier) of the Client's offer to purchase services from the Developer and this acceptance of work is a valid contract between Client and Developer.

Any other services on the order that have not been included in the proposal do not form part of the contract. The Client agrees to check that the details of the proposal are correct and should print and keep a copy for their records.

The Developer is liable to withdraw the contract at any time prior to acceptance.

Additional work requested by the Client that is not specified in the agreed proposal is subject to an amended proposal by the Developer on receipt of specification. If the work is needed as part of an existing project, then this may affect time scale and overall delivery time of the project.

If a functional specification and a set of testing criteria are included within the quotation, the Developer is responsible for fulfilling the testing criteria as the sole criteria for completion of the contract.

The Client agrees that the standard development platform is an agreeable platform for development of the website and all acceptance testing will occur only on the standard development platform. The Client further agrees that any requests relating to hardware or software outside the standard development platform will be deemed additional work.

The Client agrees to provide any needed information and content required by the Developer in good time to enable the Developer to complete a design or website work as part of an agreed project.

3. Permission and Copyright

Copyright of the completed web designs, images, pages, code and source files created by the Developer for the project shall be with the Client upon final payment only by prior written agreement. Without agreement or final payment, ownership of designs and all code is with the Developer.

The Client agrees that resale or distribution of the completed files is forbidden unless prior written agreement is made between the Client and the Developer.

The Client hereby agrees that all media and content made available to the Developer for use in the project are either owned by the Client or used with full permission of the original authors. The Client agrees to hold harmless, protect and defend the Developer from any claim or suit that may arise as a result of using the supplied media and content.

The Client agrees that the Developer may include development credits and links within any code the Developer designs, builds or amends. If the Developer designs a website for a Client, then the Client agrees that the Developer may include a development credit and link displayed on the Client's website. If the Developer builds or amends a website for a Client, then the Client agrees that the Developer may include a development credit and link displayed on the Client's web page, which may be within the code but not displayed on a web browser if requested by the Client.

The Client agrees that the Developer reserves the right to include any work done for the Client in a portfolio of work.

The Client agrees to abide by the terms of any third-party software or media included within any work done for the Client. Examples of this include, but are not limited to, Google maps, Media under the Creative Commons license, RSS feeds, Open-Source GPL Software etc.

4. Material

The Developer reserves the right to refuse to handle:

1. Any media that is unlawful or inappropriate.
2. Any media that contains a virus or hostile program.
3. Any media that constitutes harassment, racism, violence, obscenity, harmful intent or spamming.
4. Any media that constitutes a criminal offence, or infringes privacy or copyright.

5. Domain names and Hosting

The Developer can, at its own discretion, but is not obliged to, offer domain name registration and hosting via a third-party service.

The Client agrees that registration of a domain name does not provide endorsement of the right to use the name. The Client is responsible for ensuring they have due title to the domain name. The Developer holds no liability and the Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's registration of a domain name.

The domain name is registered in the Client's own name, with the address and contact details of the Developer. The Client should be aware that a domain name is registered with a third

party and as such the Client shall agree to fully abide by the terms and conditions set out by the third party for such services.

The Client agrees to take all legal responsibility for use of third-party domain name and hosting services and supply truthful details to the third-party services.

The Client agrees that information submitted for registration of domain names is then available to the general public via the Nominet Whois system. However, Clients who are using their website for non-trading purposes may ask the third-party registrar for their contact information not to be included in the Nominet Whois system.

The Client is liable to pay the Developer for any domain name registrations and the initial set-up of the hosting if included as part of the website build.

Any support relating to the domain name, hosting and email services is between the Client and the third-party service.

Any other domain name and hosting services or costs not included by the Developer, including but not limited to further domain name registration fees, domain name transfer charges, yearly domain name renewals, hosting charges, yearly hosting renewals, hosting upgrades, extra disk space, bandwidth and any other related or hidden charges, are to be paid by the Client to the third-party services.

The Client agrees to pay the domain name and hosting fees as soon as required by the third party. Any modifications needed to the domain name or hosting services are to be made between the Client and third-party service.

The Client agrees that if at any time their contact details, including email address, change, it is their responsibility to contact the third party and update their contact details. Failure to do so may means that renewal invoices for the domain name and the Client does not receive hosting services.

Payment for domain name and hosting services is to be made immediately on receipt of an invoice from the third-party service. Failure to comply with the payment terms may result in the Client's domain name becoming available to another party and/or the website and email services becoming unavailable.

The Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account that the Developer requires to upload the website if required as part of a project.

The Developer reserves the right without notice to cancel, reject or refuse work with domain names or hosting services without reason for such rejection or refusal.
The Client agrees to be liable for their use of the domain name, hosting and email services with the third party and hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material and use of the domain name, hosting and email services.

The Client agrees to take full responsibility for all usage of the domain name, hosting and email services and to fully abide by the terms and conditions set out by the third party for such services.

6. Projects

The Client agrees that an HTML page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of HTML code by Internet browser software. The Developer agrees to try to match the design as closely as is possible when building the code.

During a website project it is important that the Client communicates information to the Developer to achieve the required result.

If the Client requests design or content alterations to pages that have already been completed, new pages or different functionality other than that specified in the original proposal, the Developer reserves the right to quote separately for these alterations.

If optimised pages are included as part of the project, the Developer will optimise the Client's web pages that already make up part of the project. Optimised pages are not a creation of new pages. The optimisation of the web pages can include the Meta tags, keywords, description, title, alt tags and text provided by the Client.

The Developer endeavours to create pages that are accessible to search engines. However, if the new or existing website's domain name has been previously blacklisted by search engines or has a damaged search reputation the Developer gives no guarantee that the site will be visible in search engines as this is completely out of the Developers control.

If an error or issue with the design or code arises during the project, which does not allow the design or code to match the original specification, then the Client agrees that the Developer can apply a nearest available alternative solution.

The Developer at all times applies reasonable skill and care in provision of services.
On request, the Developer can create a copy of the website on one CD or USB to be posted to the Client on project completion. A small charge will be made to cover the cost of this, unless quoted otherwise.

Once the project is completed, the Developer will upload the website to the Client's live web address if included as part of a project.

After site completion, a Client or a third party of their choosing may wish to edit their website code themselves to make updates. However, the Client agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the code between themselves. If the Client or a third party of their choosing edits the website code and this results in functionality errors or the page displaying incorrectly, then the Developer reserves the right to quote for work to repair the website.

The Developer reserves the right to assign subcontractors in whole or as part of a project if needed.

The Developer will keep a copy of the site and design source files when a website project is being worked on. However, the Client agrees that it is their responsibility to have regular backups made by themselves or the third-party hosting services in case of a software or hardware failure at the third-party hosting servers.

7. Accessibility & Web Standards

The Developer tests sites and templates to ensure they comply with WAI accessibility standards to Level A conformance at time of sale. Should the Client request that the Developer alter the site or templates to meet specific WAI accessibility guidelines, or if updated WAI accessibility guidelines were introduced after the site or templates were sold to the Client, the Developer reserves the right to quote separately for any additional work needed. If the Client uses Drupal Themes or Modules, or other CMS systems that are not built by the Developer, the overall page may not meet WAI accessibility standards to Level A conformance.

The Developer tests sites and templates to ensure they comply with W3C CSS standards as they are at time of sale. Should updated W3C CSS guidelines be introduced after the site or templates were sold to the Client, the Developer reserves the right to quote separately for any additional work needed. If the Client uses Drupal Themes or Modules, or other CMS systems that are not built by the Developer, the overall page may not meet W3C CSS standards.

The Developer shall make every effort to ensure the site that has been designed allowing the majority of visitors to view it. Sites are designed to work with the standard development platform, which includes recent versions of the main browsers, Internet Explorer, Google Chrome, Safari and Mozilla Firefox. The Client agrees that the Developer cannot guarantee correct functionality with all browser software across different operating systems.

The Client agrees that, following handover of files, any updated software versions of the browsers detailed in the standard development platform, including the browsers Internet Explorer and Mozilla Firefox, domain name set-up changes or hosting set-up changes thereafter may affect the functionality and display of their website. As such, the Developer reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software, domain name or hosting changes.

The Client agrees that more advanced applications on a website page may require a newer browser version or plug-in.

8. Payment Terms

Prices for ad-hoc work are subject to change without notice.

All prices quoted in proposals are exclusive of VAT.

All invoices must be paid in full within 7 days of the invoice date, except where agreed at the Developer's own discretion.

The Developer reserves the right to decline further work on a project if there are invoices outstanding with the Client. The Developer reserves the right to suspend a Client's website if payments are not received.

9. Liabilities and Warranty Disclaimer

The Client agrees that the Developer is not liable for any bugs, performance issues or failure of their open-source software (such as OpenCart, WordPress, Drupal, Joomla etc) as this open-source software is distributed under the GPL ("GNU General Public License") and is maintained and developed by a community of thousands of users and developers. Any bugs, performance issues or failure with the software will be directed to the Development community and fixed/upgraded if instructed to do so at cost, or as part of a support contract.

The Developer endeavours to provide a website within given delivery time scales to the best of its ability. However, the Client agrees that the Developer is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery time scale.

The Client agrees that the Developer is not liable for any failure to carry out services for reasons beyond its control, including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on a major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third-party services.

The Developer is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

Upon completion of the project and final payment is received, the Client shall assume entire responsibility in ensuring that all files are functioning correctly before use. Whilst every effort is made to make sure files are error free, the Developer cannot guarantee that the display or functionality of the web design or the website will be uninterrupted or error free. If, after completion of the project, errors are found in code the Developer has created and the standard development platform, domain name set-up and hosting set-up are the same as when work began, then the Developer can correct these errors for the Client free of charge for a period of 3 months after completion of the project. After the 3-month period, the Developer reserves the right to quote separately for any work involved in correcting an error.

If, after handover of files, errors are found in code the Developer has created and the standard development platform, or the domain name set-up or hosting set-up have been changed, the Developer can correct errors and reserves the right to quote separately for any additional work needed as a result of changes to the browser software, domain name set-up or hosting set-up.

Should the Client go into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, the Developer reserves the right to cancel forthwith any projects and invoice the Client for any work completed.

The Developer shall have no liability to the Client or any third parties for any damages, including but not limited to claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages or website, even if the Developer has been advised of the possibility of such damages.

There are sometimes laws and taxes that affect Internet e-commerce. The Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend the Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet e-commerce.

The Developer may from time to time recommend to the Client that updates are needed to their site, including but not limited to new legislation compliance, software compatibility and web standards. The Developer reserves the right to quote for any updates as separate work. The Client agrees that the Developer is not liable for any failure to inform or implement these updates to their site. The Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

10. Indemnification

The Client agrees to use all Developer services and facilities at their own risk and agrees to defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, costs, losses and claims, including but not limited to legal fees against the Developer or its associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties.

The Client agrees that this indemnification extends to all aspects of the project, including but not limited to website content and choice of domain name.

The Client also agrees to indemnify, hold harmless and defend, the Developer against any liabilities arising out of injury to property or person caused by any product or service sold by the Client or any service provided or agreed to be provided or by third parties, including but not limited to infringement of proprietary rights, misinformation, infringement of copyright, delivery of defective services or products that are harmful to any company, person, business, or organisation.

11. Nondisclosure

The Developer and any third-party associates agree that, unless directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential information. The Client agrees that it will not convey any confidential information about the Developer to another party, unless directed by the Developer.

12. Privacy Policy

The Developer and any third-party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998. This information will also be used to identify the Client in communications with them and to contact the Client from time to time to offer them services or products that may be of interest to or benefit the Client.

13. Interpretation

The Developer reserves the right to terminate a project with a Client at any time if it finds the Client in breach of these Terms and Conditions. A mutual agreement between both the Developer and Client, or a 3rd party will decide what constitutes a breach. No refunds will be given in such a situation.

Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

Any and all matters pursuant to this agreement are governed by English Law and are under exclusive jurisdiction of the English Courts.

This agreement shall be governed by the laws of England and Wales, which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.

By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions.

The Developer reserves the right to alter these Terms and Conditions at any time without prior notice.

14. Statutory Rights

These Terms and Conditions do not affect your statutory rights as a consumer.