



TrueInnovation: Terms & Conditions (Development & Support)

Contract

The CLIENT's approval for work to commence shall be deemed to be a contractual agreement between the CLIENT and TRUEINNOVATION. Approval for the work to commence and payment of any fees indicates that the CLIENT unconditionally accepts these terms and conditions.

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 we will accept these changes with the provision that additional charges will be incurred. Where possible, all charges will be agreed by the CLIENT prior to implementation.

Payment terms

Payments are typically staged and defined in our estimates. In the absence of any such definition, payment is required in advance before any work commences.

Payment is currently accepted by cheque or bank transfer in UK Pounds Sterling, unless otherwise agreed. Credit card payments can also be accepted via our Paypal electronic invoice system subject to a 5% surcharge. All payments are non-refundable once work has commenced and payment of any balance will be due within 30 days of final invoice date. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.

Any material previously published may be removed if payment is not received on time. When this occurs a small fee may be payable to have the site reactivated. You will also be charged statutory interest of 8% above the reference rate pursuant to the late payment legislation.

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.

Future Support

The website is provided to and accepted by the CLIENT as a fully functioning, completed work. TRUEINNOVATION is not responsible for future support unless a separate Support & Maintenance contract has been agreed. No guarantee of future support is given unless an ongoing Support & Maintenance contract has been negotiated.

Guarantees, Acceptance & Testing

TRUEINNOVATION will endeavour to protect your web site from malicious software, spyware, viruses and website hacking as much as we can during its creation, but we cannot be held responsible for problems that develop on sites after they have gone live and/or been handed over to the CLIENT. Your web site will be created to run on specific version of server hosting software



(e.g. operating systems, databases, web server, etc.) and may be impacted if these are upgraded or patched. TRUEINNOVATION cannot be held responsible for problems that develop on sites after they have gone live and/or been handed over to the CLIENT.

The CLIENT retains full responsibility for Testing and Accepting all web sites and material to ensure their suitability and safe functioning. Testing should be performed prior to go live and regularly thereafter to ensure ongoing reliability and function.

Creation of such websites and products often utilises third party components and services (for example credit card processing) which are outside of the control of TRUEINNOVATION and as such the CLIENT must use all means possible to satisfy themselves as to the safe use and integration with their web site or product. Any CLIENTs that accept payments online are strongly advised to not rely on their web site alone. Any payments should be verified with their payment processing company directly, prior to any orders being accepted.

Intellectual Copyright & Intellectual Property Rights (IPR)

TRUEINNOVATION will retain full intellectual copyright and IPR of any material created for the CLIENT - including any source code/images/files/documents - unless specifically agreed otherwise.

Should the intellectual copyright and IPR wish to be purchased by the CLIENT, then this must be agreed in writing and TRUEINNOVATION will retain full ownership until payment received in full.

Registration Charges

TRUEINNOVATION recommend that CLIENTs register their own domain names so that they have full ownership of these but where we have registered a domain name on the CLIENT's behalf we agree to transfer this domain name to the CLIENT upon request. We reserve the right to charge a small fee for any transfer activities.

Search Engine Promotion

TRUEINNOVATION are not responsible for the CLIENT's on-going 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 we can optimise your site for this we are unable to make any guarantees about the success of any search engine promotion activity.

Travel Time and Expenses



Travelling time to and from customer premises is not typically included in our estimates. TRUEINNOVATION reserve the right to make a charge for travelling time at our normal consultancy rates.

Liability

TRUEINNOVATION will not be responsible for any loss or damage your business may suffer relating to the services provided. TRUEINNOVATION make no warranties, expressed or implied, for any services we offer.

CLIENTs shall indemnify and hold harmless TRUEINNOVATION from any and all demands, liabilities, losses, costs, and claims, including all legal fees, asserted against TRUEINNOVATION and it's agents, customers, officers, employees and associates, that may arise from any service provided or performed or agreed to be performed, or for any material sold by TRUEINNOVATION, it's agents, customers, officers, employees or associates, for the CLIENT or any of the CLIENTs customers.

The CLIENT unconditionally guarantees that any elements of IPR, text, graphics, photos, designs, trademarks, or other artwork furnished to TRUEINNOVATION for inclusion in website work or hosting are owned by the CLIENT, or that CLIENT has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend TRUEINNOVATION and its sub-contractors from any liability (including legal fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by CLIENT.

Changes and Amendments

TRUEINNOVATION reserve the right to amend and/or change these Terms and Conditions without notice.

A CLIENT may request amendments to these Terms and Conditions, but these will only be valid if provided in writing signed by an authorised representative of TRUEINNOVATION.

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