

Terms and Conditions

Issue 9 (01/11/2016)

It is mandatory that all clients read, understand, and agree completely with all the terms and conditions relevant to the transaction, as stated in this document.

Above all, it is important that the client understands the following:

Webetecture cannot take responsibility for any losses for loss of data, custom, or income as a result of any of our products and services. Everything we do must be authorised by the client, whom accepts all responsibility for the consequences of his/her decisions.

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1. Webetecture Websites & Documentation

- The facilities made available and the content on our main site: webetecture.co.uk is property of Webetecture, and is copyrighted in our name. Webetecture forbids the use of our content without written permission.
- All content featured in our publicly and freely available web design blog is the intellectual property of Webetecture. We forbid the use of such content without written permission.
- All content on our hosting site: webetecture-hosting.co.uk is property of Webetecture. Webetecture forbids the use of our content without written permission.
- All content on our hosting site: webetecture-ds2.co.uk is property of Webetecture. Webetecture forbids the use of our content without written permission.
- All content on the AddContent website, addcontent.co.uk is also the property of Webetecture, and again, we forbid the use of the content without prior written consent.

It should also be noted:

Any offer's publicised on our website will carry their own terms and conditions, and shall not feature in this document, unless they become a permanent arrangement.

These terms and conditions will be in conjunction with those featured in this document, unless otherwise stated.

2. Payments, Invoicing, Discounts & Refund Policy

2.1 Making Payments & Invoicing

- Payments are to be made by PayPal, by Bank Cheque, Building Society Cheque, Direct Debit instalments or by Fast Payments bank transfer.
- Invoices will be emailed out to clients. It is the responsibility of the client to ensure that the email address provided is accurate and their own. Where no email address has been provided, the invoice will be posted to the client.
- Duplicate invoices are available from the user area on Webetecture main site, under "Invoicing", whenever you require them.
- Webetecture issue receipts to clients for all payments received. These will also be issued electronically and will be available from the customers Webetecture Online account.
- Hardcopies of proposals, invoices and receipts can be provided at the request of the client. We will not provide this without request. Hardcopies will be sent out to the address the client used at registration of Webetecture Online. It is the responsibility of the client to ensure this is up-to-date.

2.2 Discount policy

- Discounts are only redeemable up until 23:59 on the expiration date associated to it. Full cost will apply after this deadline.
- Discounts are limited to one discount per transaction per person. The same client cannot redeem the same discount on future work.
- Discounts on website design and development projects will be required to carry the credit link detailed in section 3.
- Student discounts are available for as long as the student remains in education. Students are required to provide information on their courses at registration. Webetecture reserves the right to check this information with the University the student claims to attend. Webetecture reserves the right to ask the student for proof of studentship, at any point throughout the contract.

2.3 Refund Policy

- Clients are entitled to a refund of up to 60% of the bill, reasons permitting, for web design services. The remaining 40%, as stated, is non-refundable. Clients requesting refund must provide valid reasons. Reasons such as “We found someone cheaper”, when work has already commenced is not acceptable, and does not warrant a refund.
- Where a refund is granted, the client is not entitled to the product/service being refunded, and must surrender all artefacts developed by Webetecture back to us.
- Should we find that the client then contracts another company to mimic our work; the client will have to ensure this is removed, or face legal action.

2.4 Late Payments

Late/absent payments will not be tolerated, and we reserve the right to do any of the following:

- Charge an additional 5% penalty on the total of the transaction for each month the payment is delayed.
- Pass on the clients details to an external debt collection agency to remit the outstanding balance, including any interest accrued on the transaction, plus the charge of the independent debt collection agency employed to recover the debt.

3. Credit Link

- All websites developed, maintained, hosted or optimised by Webetecture may be required to carry a mandatory credit to Webetecture; usually taking the form of a text based link at the bottom of each page on the website. The credit is not to be removed.
- We reserve the right to change the content of the credit at any time without the provision of notice.
- The credit can be removed by Webetecture at the clients request; however a charge of £69 will apply. This might seem steep, but these links are invaluable to our business, and in the long run, the cost of not having this link in place will easily exceed £69. If you want it removed, then you have to pay for it.
- It is at the discretion of Webetecture as to whether we chose to let you have the credit removed. If we deny your request, we will refund the £69.

4. Authorisation & Accountability

- Significant documents will require authorisation from the client, in order to progress with the project.
- Signatures can either be provided on paper or electronically through the Webetecture online system.
- Some examples of significant documents are: our 'Terms & Conditions' document, requirements documents, design proposals, etc.
- Electronic signatures will be stored online, and shall be available for viewing from the user's Webetecture Online account.

5. Website Services

5.1 Website Design, Development and Content

- A non-refundable deposit of 40% is required before any work commences.
- The remaining balance (60%) must be cleared before Webetecture releases the website for deployment.
- Webetecture and the client must work together to ensure that projects are completed within a reasonable timeframe. Unless otherwise stated/agreed, all projects are to be completed within an absolute maximum timeframe of 45 days from receipt of deposit.
- Should the client fail to supply Webetecture with required text, graphics, designs, requirements within 60 days of receipt of deposit, the remaining balance (60%) becomes payable.
- Webetecture reserves the right to suspend a project that is taking longer than the maximum timeframe for reasons caused by the client and request additional payments.
- Webetecture cannot and will not be held responsible for content provided by the client, nor can Webetecture be held responsible for content included at the direction of the client, during development, after development or after deployment.
- Webetecture will not be associated with content that is deemed inappropriate, and will immediately cease any web design project where fit. Inappropriate content can be unlawful, racist, violent, obscene, harmful, spam, of adult/pornographic nature, commits a criminal offence, breaches privacy and copyright infringement, contains a virus or malicious content, constitutes harassment, or anything else deemed inappropriate based on the discretion of Webetecture. The client will not be entitled to a refund.
- All websites will be tested for compatibility against the three most used browsers at the time of website creation. Webetecture cannot be held responsible for any incompatibility post-development, caused by modifications to the website code by the client, or future updates to browsers, or in any browser we have not tested.
- The HTML and CSS code will be tested for compliance against the standards set out by the World Wide Web Consortium. Occasionally, it may be necessary to use code that does not pass the tests. Such occasions will be documented and reported back to the client, explaining what the cause of failure was, and the reason for not resolving the issue.
- The client is entitled to a copy of all files belonging to their website development project at any time. The client can request these through the

customer area. On request, Webetecture will send the client a ZIP file containing .html files. We aim to provide this within 5 working days.

5.1.1 Pay Monthly Web Design

- The website quote will be divided equally by the agreed period. For instance, a quote of £240 over 12 months would equate to £20 per month.
- As a rough guide to terms, we consider less than £300 to be payable over 12 months, £301 to £600 24 months, and £600 to £1000 over 36 months. Over £1000 is subject to negotiation. Terms can be negotiated but this should serve as a rough guide.
- Extra payments are gratefully received. No penalties for early/supplementary payments apply. Extra payments can be used to either lower your monthly repayments or to end the repayment period early. You can negotiate this with us at any time.
- Payments made late by two weeks or more will result in the website being taken offline – suspension. For websites suspended to be put back online, an administrative fee is payable. This currently stands at one additional monthly payment.
- Payments that are four weeks late may see the remaining balance of the transaction being passed on to debt collecting agencies.

5.2 Content Writing

- Content writing services charged at £10.00 per page. This price includes two free revisions. Any further revisions cost £5.00 per page.
- All content written will be original; not copied from any source, i.e. Books/Internet. Webetecture will perform various checks to ensure that the content is not highly similar to any online sources.
- All content will be correct in terms of spelling and grammar.
- Any content provided by Webetecture is subject to the authorisation of the client, and will not be implemented until Webetecture receives written acceptance to the implementation of such content.
- Any free graphics/content sourced by Webetecture for content purposes will also be subject to authorisation by the client. Any free graphics/content being used will abide by the terms and conditions of the provider.
- Webetecture cannot be held responsible for the content provided, or any issues/problems/discrepancies that may come as a result of it.

- If Webetecture receives any complaints with regard to past/present clients websites content, Webetecture, although not responsible for such content, will pass on any concerns reported to the client, and recommend the best possible action.

5.3 Maintenance

- All maintenance contracts include up to 3 content changes and 1 set of functional maintenance activities per month. Any further hours will be charged at £8/hour. If we feel the work required is too timely and costly, we may choose to arrange the negotiation of a set fee, in an attempt to save the client money.
- No other party is to interfere with the website for as long as a maintenance contract with Webetecture is in place. Should we find any changes we have not made, the contract will be terminated with immediate effect. The client is not entitled to a refund, and any remaining balance will be payable.
- Webetecture cannot be held responsible for the effects of modifications made to the website by any other party.
- Up to three changes can be made per month. Any changes sent to Webetecture will be implemented within 3 working days.

5.4 Search Engine Optimization (SEO)

- We cannot guarantee the achievement of an exact ranking; it would be irresponsible of us, or any other SEO company, to claim we can! There are too many external factors that can hamper the success of any SEO strategy; for instance the strategy of others may be more intense than that of our own.
- Webetecture SEO is organic – that is, we do not use ‘pay per click’ (PPC), or any other form of paid advertising to jump rankings.
- The on-page SEO plan will require access to the website via FTP. Webetecture will need to be granted the permission to make changes to the client’s website’s content, structure, files, and anything else which we believe would be beneficial to the optimisation of the site.
- Once all activities of the plan have been conducted, Webetecture will conclude the transaction, and leave your website with the changes.

6. Hosting Services

This section has been given its own terms and conditions document, which can be found at: webetecture.co.uk/docs/wh_tcd_current.pdf.

7. Change History

This section is new to the document, and so, starts at issue 5.0.

Date	Issue	Details
17/12/2012	5	<p>The document has been re-structured to a more logical, easier to follow, layout of terms and conditions.</p> <p>The following sections and all corresponding sub-sections have been updated with minor modifications:</p> <ol style="list-style-type: none"> 1. Webetecture's Websites & Documents 2. Payments, Invoicing, Discounts & Refund Policy 4. Website Services 5. Hosting Services <p>All old terms and conditions regarding credit links have been updated; the old terms have been deleted, and the following new section created:</p> <ol style="list-style-type: none"> 3. Credit Link
27/01/2013	6	4.2. Pay Monthly updated to reflect change in policy.
06/04/2013	7	<p>Acceptance note on first page has been updated to comply with new signature policy.</p> <p>Section 2 updated with new invoicing and receipts policy.</p> <p>New section "Authorisation & Accountability" added after section 3, which increments all following section numbers by one.</p> <p>Section 5.1 heading amended. Three new terms added, regarding project completion timeframe.</p> <p>Section 2.4 Late Payments added.</p>
20/05/2014	8	<p>Removal of Section 6. 'Hosting Services'.</p> <p>This section now has its own documentation found at: webetecture.co.uk/docs/wh_tcd_current.pdf.</p>
01/11/2016	9	<p>Section 1 updated to cover new websites.</p> <p>Section 5 updated to align with new products and services.</p>