

Dynamic Webs Limited  
(hereinafter referred to as "The Company")

**GENERAL CONDITIONS OF CONTRACT – WEB DESIGN, WEB HOSTING, BESPOKE PROGRAMMING, SOFTWARE DEVELOPMENT AND WEB/INTERNET/INTRANET SERVICES.**

These conditions, which are construed under English Law, are applicable to the Company and to you and should be read in conjunction with other documents and/or the correspondence comprising the Company's offer. By placing an order with Dynamic Webs, you confirm and acknowledge that you are in agreement with and bound by the terms and conditions below.

1. The Contract for Web Design, Web hosting, Secure Server Facility, Bespoke Programming, Consultancy, Training, Intranet Application/s and Internet services is to be based on the conditions herein and detailed in the Proposal and Quotation receipt of which you acknowledge (hereinafter referred to as "the Quotation/Proposal").

2. a. A minimum fifty per cent of the amount quoted in the Quotation is required on all web design contracts, programming and consultancy. The remaining sum should be paid upon completion/delivery and prior to publication. *For international orders/customers, please see condition 7 which will apply.*

b. All fees for our Web hosting, Secure Server Facility, Search Engine submission & optimisation as well as server and software configuration services are payable by you prior to commencement of services (10 working days before). This includes all subscriptions services regardless of the period of the subscriptions.

b.1 Web application (with any new order) training services, Web & Internet Training services, Internet Consultancy, Technical Consultancy and Marketing & Strategic Internet Consultancy should be paid in full prior to commencement of any work and or service/s that have been quoted and agreed. Unless this point has been negotiated, the payment terms for these services will remain.

c. In the event that you continue to take advantage and receive services after the (end of the subscription period) and the renewal date has commenced, you are obliged to pay at once the full amount for annual subscription of these services. This will apply to all cases regardless of whether you receive an invoice and or renewal notification prior to renewal date.

d. Should you wish to cease a renewable service/s such as web hosting, website optimisation, search engines submissions, secure server facilities and other renewable and/or subscription based services and/or software licensing, a 30 day written notification (on a letter headed, signed posted paper) must arrive at our office before commencement of renewal. The client will be fully liable for the full amount for renewable services if we do not receive formal notification of cessation of services.

e. Domain name registration and domain name registration renewals must be paid at least 10 days in advance or as previously agreed. The Company will raise an invoice to the client for all domain transfer/s to the company online facilities and/or from the company online facilities. Fees for domain transfer will vary depending on circumstances and domain TLD (Short for *top-level domain*, and refers to the suffix - top-level domains include: .com .org .net etc).

3. Changes to any work completed or part completed and/or any additional work requested/instructed by you or any other part beyond the Company's control, as well as work and/or new or modified features and facilities requested by you will be charged to you on a time basis at Standard Rate of (minimum) £85 (Eighty Five GBP) per half hour. The client should be aware that the minimum fees (on an hourly basis) are applicable in particular but not only in scenarios in which no time estimate or quotation has been given to you and the work has been carried out. This applies to both; additional work requested by the client at any stage, and/or unforeseen work arises during the project or after.

4. a. When or if changes and/or additions are introduced/requested during any stage of the project, the client is obliged to pay the full original quoted amount due for the work (or part completed work) undertaken prior to the changes/additions being commenced/implemented.

b. Where further modification or amendments are requested by the client to be performed during the development of the project or on past and/or existing programme/scripts/content, or any other work whether created by us or created by a third party, the client will carry all financial liabilities in the event that the new modification or amendments directly or indirectly trigger unexpected occurrences in the programme/script/website, or the quality of the work carried out. In this event the client is obliged to pay the full amount for the work carried out or will need to be carried out to remedy these occurrences. The above is applicable also when the total work will need to be re-done. Payment in advance/on account will apply for all work need to be carried out or re-done.

5. An interim bill(s) will be issued at Standard Rate of minimum £85 (Eighty Five GBP) per half hour for any additional work requested by the client during the development of a project. Any additional work that has evolved during the project that was unforeseen will be the total liability of the client and will be charged to you on a time basis at Standard Rate of minimum £85.00 (Eighty Five GBP) per half hour. The client should be aware that the minimum fees (on an hourly basis) are applicable in particular but not only in scenarios in which no time estimate or quotation has been given to you and the work has been carried out. This applies to both; additional work requested by the client at any stage, and/or unforeseen work arises during the project or after

All interim bills must be paid within 10 working days of the date of issue or prior to publication of the work, whichever comes first.

Dynamic Webs Limited  
Suite 1 : Independent House, Independent Business Park,  
Imberhorne Lane, East Grinstead,  
West Sussex, RH19 1TU, United Kingdom  
Tel.: 01342-324268  
Fax: 01342-326615  
Email: [info@dynamic-webs.co.uk](mailto:info@dynamic-webs.co.uk)

6. a. Upon completion and prior to publication of the project/work carried out, it is the clients' responsibility to test and ensure that the solution produced is in accordance with the specification/s in the proposal (and any other related document). During this period of 10 working days (or as differently agreed in writing) the client is obliged to report in writing any unsatisfactory observation that is not in accordance with the original specification/s. In this case we will endeavour to ensure that the work carried out is in accordance with the original written specification/s. In the event that the client did not perform the above and reported in writing on any unsatisfactory observation any further work arising after this period will be chargeable to you at our standard rate and terms. The above is applicable also if you have decided to publish the web site (or solution produced) during the 10 days testing period or requested to publish the web site (work carried out) without allowing the time required to correct and properly test the reported issues. In such case the client is obliged to pay Dynamic Webs (IN FULL) the outstanding balance of the original price quoted and any bills referring to additional work carried out.

b. It is agreed by the client that if a delay in publishing occurs after the project has been completed as per the specifications originally quoted for, Dynamic Webs will receive the FINAL/FULL payment for the work that has been done within 10 working days. Similarly, where implementation of a developed solution has been completed as per the specifications originally quoted for, Dynamic Webs will receive the FINAL/FULL payment for the work undertaken within 10 working days. c. If the client failed to supply any material and/or information (or material supplied in wrong format and/or poor quality) that hinders the progress of the project during the agreed development time, Dynamic Webs will receive from the client the FINAL/FULL payment for the work that has been done (and the work that has been scheduled to be completed) within 10 working days of an issued bill by the company. The company will reserve the right to set another/new delivery date for the remaining work due whatever it may be.

7. For new international orders/customers (subject to credit approvals) full payment (via bank transfer or letter of credit) will be required prior to commencement of any work that has been quoted and agreed. Special payment agreements for existing international orders/customers may be arranged/negotiated in certain circumstances.

8. Ongoing service accounts will be rendered either monthly as the work proceeds or in stage payments if previously agreed. Payment of all accounts and invoices without retention discount or set off is required within thirty days from the date of invoice, interest being chargeable on overdue accounts at 3% per month above the Average Basic Lending Rate of the four major clearing banks. Any queries concerns or complaints must be reported within 7 days of the cause thereof, none such can be considered thereafter.

a. The Company will issue one statement only for each invoice submitted.

b. Unpaid invoices will bring about automatic suspension of service and/or work in progress – deactivation of any website hosting and cessation of web services (solution) supplied by The Company, 30 days after invoice date and or agreed payment date. In the event that you have received a notification of deactivation, any outstanding amount and any payment for any future services must be paid in advance prior to commencement of services. Payment made by you is subject to clearance through our bank account before commencement of services.

c. Should your hosting be suspended a reconnection fee of at least £85.00 will be charged for each reconnection of any hosting solution requested by you to the Company in writing, such payment to be made in advance and subject to clearance through our bank. In the event you wish to cancel or your account or your account has been cancelled after the commencement of the subscription period, a cancellation fee of a minimum of £185 will be applicable.

d. The Company cannot be held liable for any loss whatsoever resulting from the termination of any hosting accounts, secure server facility and/or termination of any web design services.

e. Cancellation, by the client, of services and/or products quoted and agreed must be paid in full or as previously stated in the proposal/offer. Our products and services are non refundable unless previously agreed.

9. All invoices must be paid within 28 days of the delivery of the invoice without set off or deduction. In the event that a price discount is given (or settlement agreed) for our products and/or services, such discount shall apply only if payment is made within 28 days (or as previously agreed or stipulated) of the date of the invoice. If payment of the invoiced sum is not made within the said time limit you will pay the difference between the full price and the discounted price. Furthermore, in this event we reserve the right to charge for any action of goodwill resulting in the implementation of additional items not specified in the original quotation as well as any time given for advise, consultancy or similar.

10. The Company's offer will remain open for acceptance for a period of 45 (Forty Five) days from the date of the Quotation. If, for any reason, the Company is not permitted or not able to commence work within 60 (sixty) days of acceptance of the offer, the Company reserves the right to re-negotiate.

11. Any rates quoted, or standard schedules included, relate to works within the United Kingdom unless specifically stated to the contrary.

12. Reports, drafts and all other records provided by the Company are private and confidential between the Client and the Company and they may not be used or relied upon by any other party without the prior consent of The Company. Liability to any third party for any reason is specifically excluded unless separately agreed in writing.

13. Title in the works together with all the information contained therein and all data generated under the Contract, between you and the Company, shall remain vested in the Company until you have discharged your obligations under Sections 2 to 6 inclusive above, whereupon the Works shall be used by you exclusively for the project on which the services were originally required.

14. Notwithstanding Condition 13 above, copyright and all intellectual property rights in the work prepared by The Company for you, shall remain vested in The Company until such time as all fees have been paid. The copyright and all intellectual property rights will pass to you after final payment has been cleared including any outstanding invoices/debts to The Company as well as any financial dispute must be financially settled and cleared.

15. Under no circumstances shall the Company be liable to you for a direct and/or an indirect or consequential loss suffered by you relying on the information and/or functionality included in the works prepared (and services supplied) by The Company including (without limitation) loss of profit, loss of Contracts, any loss of data or pure economic loss, and you hereby indemnify the Company against all claims costs and their liability arising from the use of such information.

16. Where you intend to use any work or information provided by The Company, or any work and information becomes involved in litigation then the Client will both advise The Company in writing and seek the approval prior to using the report. The Company reserves the right to refuse to provide documents for use in litigation.

17. The total liability of the Company is to you only whether as to specie, quantum or duration of liability, no other obligations are to be implied into the Contract, whether as to the giving of bonds, warranties, or guarantees unless expressly detailed therein. Dynamic Webs will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client /s or any of the clients appointed agents.

18. Liability to any third party for any reason is specifically excluded unless separately agreed in writing. Moreover, liability to any work/functionality integrated to a third party application i.e. payment gateway, despatch system, domain pointing, domain name redirection, MX Records, integration with third party email settings and other database, website, or bespoke solution/s as well as malfunction in any web browser and the client network computers, laptops and home computer is specifically excluded unless separately agreed in writing and/or covered by support contract detailing the extent and the period of the support. It is the responsibility of the client to find out prior (or at the earliest) at commencement of the project and/or services that all the necessary requirements comply with Dynamic Webs web hosting standards, website development policies and server/s & network configurations. This will ensure that the website or the solution produced is published & workable and emails functioning accordingly. Any requests or advice by the client and /or third party acting on his behalf should be fully in accordance with our web development policies, web hosting securities and configuration policies. Under no circumstances shall the Company be liable to you / third party representing you for a direct and/or an indirect or consequential loss including (without limitation) any loss of profit, loss of Contracts, any loss of data, or pure economic loss suffered by you relying on the functionality of a web server, secure server, mail server, database driven application, web hosting server, server security malfunction and all hardware failures, as well as all hardware failures resulting in temporary cessation of services.

19. The Company will use all reasonable endeavours to meet quoted completion dates. However, in this respect time is not the essence of the Contract and the Company will not be liable in cases of late reporting, however, caused, nor shall lateness be deemed to be a breach of Contract or an act of negligence.

20. Unless specifically stated, the Company's price does not include for any costs or services which may be required from other Consultants, and should other Consultants be required, you shall bear the net costs of such.

#### **Additions to terms and conditions**

##### **Database, Application and E-Commerce Development**

Any additions to the brief will be carried out at the discretion of Dynamic Webs and where no charge is made by Dynamic Webs for such additions, Dynamic Webs accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions. Dynamic Webs cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use. Dynamic Webs will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner, his advisor/s, third party consultant/s, partners and /or users of the site.

##### **Compatibility**

Dynamic Webs will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 7 or above and to an acceptable level with latest/recent version of Mozilla, Firefox, Opera and Safari browsers. Dynamic Webs can offer no guarantees of correct function with all browser software unless previously specified and agreed with the client in writing.

**Development Code and Content**

Unless specifically agreed (differently) and in writing any scripts, CGI applications, PHP Scripts/code, or software written by Dynamic Webs Limited as well as open source code modified by Dynamic Webs Limited remain the copyright of Dynamic Webs Limited and may only be commercially reproduced or resold with permission from Dynamic Webs Limited. Unless specifically agreed in writing Dynamic Webs Limited may provide all code, scripts, applications, programmes and database in an encrypted format in particular if the code resides on the client's server/s or the client's ISP and/or IT facility. Upon specific agreement the client can receive the install files of an application in order to be able to migrate the application to another server.

Dynamic Webs Limited cannot take responsibility for any copyright (or content supplied by you) infringement caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof of permission is given to use such material.

**Website Hosting**

Dynamic Webs reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the free hosting service should the necessity arise. Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Dynamic Webs cannot accept responsibility for any losses incurred due to malfunction of the website or any part of it. Dynamic Webs does not provide FTP access to its web hosting servers. A set of tools to make modifications on your site (if applicable) may be specified in the original proposal and may be supplied within the solution created.

**Payment on Accounts**

A deposit of 50% is required from any new client before any work is carried out. It is the Dynamic Webs policy that any outstanding accounts for work carried out by Dynamic Webs or its affiliates are required to be paid in full before publication (going live) and/or upon completion of the work as specified.