

Elmnet - Terms and Conditions



Contract:

The client's approval for work to commence shall be deemed a contractual agreement between the client and Elmnet. Important: Approval for the work to commence and payment of the advance fee indicates that the client accepts the terms and conditions outlined in this document.

Elmnet Intellectual Copyright:

Elmnet will hold intellectual copyright of any material, including any source code and original images created for the client until payment of the final invoice. At this time it will become the property of the client.

Clients Responsibilities with Regard to Copyright:

In situations where the client provides images text and animations for their website they are legally responsible for ensuring that this material does not infringe any copyright. If you require to use any images from the site for other purposes please contact us for clarification.

Registration Charges:

All third party costs arising from the registration of a domain name shall be met by the Client. Elmnet 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 immediately upon request and without charge.

Search Engine Promotion:

Unless quoted for, Elmnet 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.

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.

Travel Time and Expenses:

Travelling time to and from customer premises is not generally included in our estimate. Elmnet reserve the right to make a charge for travelling time at our normal consultancy rates. Likewise Elmnet reserve 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.)

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 may have to be negotiated.

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.

Payment terms:

Payment is currently accepted by cheque or bankers draft in UK Pounds Sterling, unless otherwise agreed. 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:

Payment of any balance will be due within 30 days of final invoice date. All late payments will be subject to an interest charge of 8% plus the Bank of England base rate (as detailed in the *Late Payment of Commercial Debts [Interest] Act 1998*). If the invoice remains unpaid after 60 days then the account will be put on hold until the invoice is cleared.

Future Support:

The website is provided to and accepted by the client as a fully functioning, completed work. Elmnet 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.

Backup of website, database and emails:

Unless included in a written proposal, Elmnet is not responsible for the backing up of site files, images, text copy, documents or email accounts. If data can be restored from nightly server backups an administration fee will be charged.

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 Elmnet will endeavour to protect it from this as much as we can during its creation, but we cannot be held responsible for problems that develop on sites after we have handed them over to the client.

Elmnet 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 contact us.