

## **SOUTHERN CROSS IT, WEBSITE DESIGN AND IMPLEMENTATION, TERMS AND CONDITIONS**

The following Terms and Conditions set out the way that our business, Southern Cross IT (from now on referred to as 'SCIT'), undertakes website design and implementation work for our clients. Our clients are very important to us and we want them to be happy with our work and the service we provide.

1. Prior to formally accepting any work from you, SCIT will provide to you, the client, a full written quotation outlining the structure of the website and the work SCIT will undertake as per the brief provided by you and agreed with you, the client. For both your protection and the protection of SCIT it is a condition of SCIT accepting any work that you, the client, shall provide written confirmation, by email, letter or fax, that the quotation provided to you is accepted by you and the price is agreed. We also ask you to sign a copy of these Terms and Conditions and submit the signed document to SCIT in either hard copy form via post, or by scanned copy sent to us by email. Under no circumstances will SCIT commence work for the client until both the written acceptance of our quotation and signed copy of our Terms and Conditions are received by SCIT.
2. Any changes outside of the quotation referred to in point (1) above may result in an additional charge. However, no additional work will be commenced upon your behalf without your prior written consent and/or agreement.
3. In addition to designing and building websites SCIT offer, at additional cost, other services such as SEO (Search Engine Optimisation), Website Hosting, Logo design and other such associated services.
4. SCIT will ask for 50% up-front payment of the agreed price prior to commencement of the work.
5. Full payment is only made by you, the client, once the website is complete and approved by you, the client, and prior to launch. The website and all design work shall remain the property of SCIT until full cleared payment has been made by you, the client to us, SCIT.
6. Upon completion of the website project, we require full payment to be made to us in cleared funds prior to the launch of the website. There will be no exceptions to this requirement.
7. SCIT are not responsible for writing or supplying content for a website, whether it be text or providing any other content/images for the project within the agreed price, as set out in the quotation as indicated at point (2) above. However, SCIT may be able to assist with text/content/images at an extra cost. SCIT will be pleased to provide further information and an indication of likely associated costs on request.
8. It is the full responsibility of you, the client, when providing SCIT with any image(s) for use upon your website that you have the right to use such image(s). You will be assumed to have warranted that you own the rights to such image(s) or have license for such use of them. It is therefore essential that you make sure you are not breaching any copyright(s) or intellectual property rights that may apply, as SCIT will accept no liability for any breach of copyright(s) or intellectual property rights that may have been breached. Please be aware that any image(s) you, the client, or your agent(s) may find or source through search engine searches, online or anywhere else may not necessarily be free for you, the client, to legally re-use without purchasing a license and paying the appropriate copyright holder (or their agent) a fee for such use.
9. Once the website has been completed in full and tested by SCIT, we shall submit it to you, the client, for your final approval of our work prior to launch. While we take every care to ensure our work meets our very high standards we will expect you, the client, to fully check and then re-check any content for accuracy, acceptability, errors and/or omissions and to advise us as soon as is practicably possible of any problem, errors and/or omissions.

10. Upon completion of the website and once payment has been made in full as set out in point (5) above, all rights to the design work undertaken upon your behalf, shall be vested in you, the client.
11. If final approval to launch the website is delayed by you, the client, through no fault of SCIT, then payment will be due in FULL within 30 days of submission by SCIT of the final approval for launch of the website, to you, the client.
12. By instructing SCIT to design and build a website, you, the client, agree to allow SCIT to use any design or extract of such website we have designed and built for you, the client, for promotional purposes.
13. SCIT make every effort to ensure that websites are designed to be viewed by the majority of visitors. However, SCIT cannot accept responsibility for web pages which may display unacceptably in new versions of browsers released after the website has been designed and handed over to you, the client. Therefore, SCIT reserves the right to quote a fee for any necessary work involved in making changes to a website so that it works correctly with updated browser software.
14. Any Hosting that may be supplied by SCIT shall be limited to 1 GB (one gigabyte) of space. Additional storage space will incur additional cost. Please contact us for pricing.
15. Hosting of websites is charged at £10 + VAT per month. On-going minor content changes are charged at £15 + VAT per half hour. Design changes are charged at £30 + VAT per half hour (minimum 1 hr).
16. Domain names are charged at prevailing rates and vary between .co.uk, .com, .org, .biz, etc. A full price list is available on request.
17. We take the matter of privacy very seriously. Any information provided to SCIT by you, the client, shall remain strictly private and confidential between you, the client and SCIT and will not be shared with any third parties without your prior permission and/or written consent, unless we are ordered to do so by any regulatory authority or Government agency, and such authority or agency produces to SCIT the necessary legal documentation compelling us to do so.
18. All of us at SCIT want you, the client, to be happy with the service we provide to you and we will always strive to give friendly, professional service. We will always deal with any issues you may have with your website as quickly and efficiently as possible.
19. The Terms and Conditions as set out herein shall be construed as to be governed by the Laws of England and Wales. The Court for Jurisdiction in any dispute herein shall be, Royal Courts of Justice, Strand, London, WC2A 2LL 21. Finally, if there is anything within these Terms and Conditions as set out in points (1) through to (18) above that you are not clear about, please contact us in the first instance for any further explanation. If you are not satisfied with any explanation that we may give to you, we would advise you to seek your own independent legal advice prior to signing these Terms and Conditions.

Above Terms and Conditions Accepted:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_