



Upon employing **opcs** to provide website design Products and/or Services the Client is deemed to have read these terms and conditions of business and agreed to be bound by them. All Website Project quotations and invoices issued by **opcs** make reference to, and include a copy of, these terms & conditions.

#### 1. Definitions:

**Company:** **opcs**

**Client:** The business, organisation or individual for which the Company has agreed to provide Products or Services.

**Services:** Work performed by the Company for or on behalf of the Client.

**Products:** Tangible goods created by the Company (e.g. Web pages, photographs and graphics) or provided by the Company for the Client (e.g. website hosting, email servers, and domain names).

**Website Project:** Work carried out by the Company for Client comprising Company Products and Services.

#### 2. Obligations:

The Company shall provide the agreed Services and Products to the best of its ability and shall take all reasonable steps to comply with any timetable or other targets for progress/delivery/completion which have been agreed with the Client. The Client shall provide the Company with all requested information and data required to provide the required Services or Products to allow it to comply with the above conditions.

#### 3. Website Project Content/Media Delivery:

Unless otherwise specified in the Website Project quotation, it is assumed that all text will be provided by the Client in electronic format (plain text files delivered via CD or email) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or in electronic format (jpeg, gif, tif, etc). Additional expenses may be incurred and will be invoiced accordingly for corrective work, conversion of media or outside facility charges. Although a reasonable attempt shall be made by the Company to return to the Client any images or printed material provided for use in the Website Project, such return cannot be guaranteed.

#### 4. Fees & Payments:

The Company will issue the Client with a Website Project quotation detailing the applicable charges prior to the provision of Services or Products. The Company requires a non-refundable deposit payment from the Client prior to the Website Project commencing. The Company also requires interim payments at set milestones if the project duration exceeds 30 days and these shall be noted in the Website Project quotation and any such additional payments are also be non-refundable.

- 20% Advance deposit prior to project start
- 20% Upon agreement of website's 'Look & Feel'
- 30% At completion of '1st Draft' website for review
- 30% Balance at website project completion & approval

All invoices must be paid in full by the Client on or before the due date specified on the invoice. If payment is not made by the due date, the Company will cease all work on behalf of Client and in addition shall be entitled, without limiting any other rights it may have, to suspend the Client's website email accounts. All Products and Services remain the property of the Company until the Client has made payment in full. All fees are non-refundable once paid. By paying the Website Project final invoice, the Client shall be taken to be fully satisfied that the Website Project has been completed to their full satisfaction with no errors or omissions. Any subsequent revisions or additions to the Website Project shall be chargeable at current rates.

The Company reserves the right to change prices of Products and Services at any time, and without notice - however, all pricing is guaranteed for accepted quotations and pre-paid services.

#### 5. Termination:

The agreement between the Company and the Client may be terminated immediately:

- a) By the Company upon written (post/email/fax) notice to Client - reason for termination stated.
- b) By Client upon written (post/email/fax) notice to the Company - reason for termination stated.
- c) By the Company if the Client fails to pay any fees due within the settlement period stated on an invoice.
- d) By the Company if the Client goes into liquidation, becomes bankrupt, or ceases trading for any reason.

#### 6. Design Credit:

A link to [www.askopcs.com](http://www.askopcs.com) ("design by **opcs**") will appear in small typeface at the foot of each page comprising the Client's website. If the Client wishes this be omitted then an extra +20% over the agreed quotation shall be payable by the Client for loss of advertising. The Company also reserves the right to include details (including web page image) of any website developed by it for a Client on the Company website [www.askopcs.com](http://www.askopcs.com) such as within the web client section.

#### 7. Search Engine Promotion:

The Company will submit the Client's website to several major search engines (cost free submissions) as part of the service and will make every reasonable effort to promote the website effectively but cannot and does not guarantee high rankings in search engine results. The Company can accept no responsibility or liability if any search engine, online directory or search site submitted to chooses not to list a Client's web site. After the initial submission, any further submissions requested by the Client shall be chargeable.

#### 8. Technical Support:

The Client agrees that the Company does not offer after sales telephone support - all support matters shall be handled via email. The Company shall provide free and unlimited support via email to the best of its ability on matters directly relating to the Client's hosting account and website (if provided by us) for as long as the Client uses the Company service to host the website. The Company is under no obligation to provide ad-hoc support on general IT matters, not relating to Company Products or Services, via email or otherwise.

#### 9. Communication:

Any notice or other communication to be given by either party under these conditions must be in writing (verbal notice is not sufficient) and be by first class post, e-mail or fax to the last known postal, e-mail or fax address/number of the other party. Where notice is given by sending in this manner it shall be deemed to have been received by the other party. To prove the giving of a notice it shall be sufficient to prove it was dispatched.



**10. Rights/Copyright:**

Once the final Website Project invoice has been paid in full, the Client is assigned rights to use as a 'website' the design, graphics, and text contained within the finished website. However, all programming/source code utilised in or developed for the Website Project by the Company shall remain the property of the Company and may be used for other Company projects or sold to other parties at the Company's discretion. The rights to photographs, graphics, 3<sup>rd</sup> party source code, etc, shall remain the property of their respective owners.

**11. Web Hosting:**

Clients should also refer to our terms & conditions applicable to website hosting services if their completed website is to be hosted by a 3<sup>rd</sup> party.

**12. E-Commerce Issues:**

In the case of E-Commerce websites, these are based on 3<sup>rd</sup> party shopping cart software provided by others, which the Company has chosen to utilise for the provision of e-commerce websites. However, this software is provided on an "as-is" basis, without warranty of any kind. The Client agrees that the Company is not responsible for any errors, or issues relating to the operation of this 3<sup>rd</sup> party software, nor the availability of updates and upgrades. The Company does agree to install critical security updates and upgrades as published by the 3<sup>rd</sup> party software supplier.

**13. Force Majeure:**

The Company shall not be liable for any delay or failure in performance of obligations which is due to, or results from, any acts, events, omissions, happenings or non-happenings beyond reasonable control including acts of God, strike, work stoppages, government regulations, acts or directives, war, riot, fire, flood, civil commotion, equipment or facilities shortages or delays which are experienced by providers of Internet services generally, or any circumstances beyond the control of the Company.

**14. Limitation of Liability:**

The Client agrees that the Company shall, under no circumstances, be liable for any damages resulting from loss of income or profits arising from failure to provide the agreed Services or Products whether the fault lies with the Company or not. The Company accepts no liability for loss or damage to the Client arising from any material, data or instructions supplied by the Client or on Clients behalf which is incomplete, inaccurate, illegible, in the wrong form or arising from late arrival or non-arrival or any other fault by the Client.

The Client agrees to indemnify the Company and shall hold it harmless from and against all loss, penalties, damages, liability, claims or expenses whatsoever arising in any way by the Client infringing, whether knowingly or otherwise, third party rights.

The Company shall not be responsible for any claimed damages, which may result from servers going off-line, or being unavailable for any reason. This includes damages which may result from the corruption or deletion of data. The client agrees to indemnify and hold the Company harmless from any claims and damages, including but not limited to consequential damages resulting from the use of the service which damages the customer or any other party.

**15. Modification:**

We reserve the right to add, delete, or modify these Terms and Conditions, our website design packages, prices and website at any time.