

## **Phenomenists Internet Ltd - Terms & Conditions of Trading.**

The following terms and conditions apply to all website development / design services provided by Phenomenists Internet Ltd. to the Client. Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

### **1. Acceptance**

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

### **2. Charges**

Charges for services to be provided by Phenomenists Internet Ltd. are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days. Phenomenists Internet Ltd. reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all website design services require an advance payment of a minimum of thirty three (33) percent of the project quotation total before the work is supplied to the Client for review. A second charge of thirty three (33) percent is required after the development stage, with the remaining thirty four (34) percent of the project quotation total due upon completion of the work, subject to final sign-off by the Client, prior to upload to the server or release of materials.

Payment for services is due by cheque or bank transfer. Cheques should be made payable to Phenomenists Internet Ltd. and sent to Phenomenists Internet Ltd. The Home Office, Church St, West Stour, Dorset, SP8 5RL. Bank details will be made available on invoices.

### **3. Client Review**

Phenomenists Internet Ltd. will provide the Client with an opportunity to monitor the development of the website under a discreet and temporary URL during the design phase. Only when the Client is entirely satisfied with the development website will they be required to 'sign off' the project acceptance via email and the website launched. At this point, any outstanding payment will be invoiced and fall due immediately, including variation costs, if incurred.

### **4. Point of Contact & Content Delivery**

The Client agrees to delegate a single individual as a primary contact so that Phenomenists Internet Ltd. can liaise and progress the commission in a satisfactory and expedient manner.

During the project, Phenomenists Internet Ltd. will require the website content (text, images etc.) to be delivered electronically in advance of the project commencement wherever possible. Only in certain circumstances, and when agreed prior to the project commencement, can physical copy and photographs be acceptable without incurring extra costs.

### **4. Point of Contact & Content Delivery (cont'd)**

Although every reasonable attempt shall be made by Phenomenists Internet Ltd. to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

If you agree to provide us with the required information and subsequently fail to do within 2 weeks of project commencement we reserve the right to put the project on hold until such time as the material is made available and we are in a position to re-schedule the project within our workflow at our discretion.

## **5. Payment**

A closing invoice will be provided by Phenomenists Internet Ltd. upon completion but before publishing the live website under its' formal URL. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due.

## **7. Additional Expenses**

The Client agrees to reimburse Phenomenists Internet Ltd. for any additional expenses necessary for the completion of the work. Examples would include the purchase of additional software, fonts, stock photography and so forth. Any such additional expenses will be clearly identified by Phenomenists Internet Ltd. prior to committing the Client to extra expense.

## **8. Web Browsers**

Phenomenists Internet Ltd. makes every effort to ensure websites are designed to be compatible with all modern popular browsers (e.g. currently Firefox 35, Internet Explorer 10 & 11, Google Chrome 40, etc.). The Client understands that Phenomenists Internet Ltd. cannot guarantee the intended functionality with all browser software across different operating systems.

Phenomenists Internet Ltd. cannot accept responsibility for web pages that do not display content as expected in subsequent browser versions released after the website has been launched. Phenomenists Internet Ltd. will do their best to resolve any browser issues that may become apparent over time, with this work being charged at their prevailing standard hourly rate.

## **9. Default**

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on Phenomenists Internet Ltd.'s Web space, Phenomenists Internet Ltd. will, at its discretion, remove all such material from its web space. Phenomenists Internet Ltd. is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will be considered to be in default until full payment is received. Clients with accounts in default agree to pay Phenomenists Internet Ltd. reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Phenomenists Internet Ltd. in enforcing these Terms and Conditions.

## **10. Termination**

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until

and unless confirmed in writing. The Client will be invoiced for design/programming work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

## **11. Indemnity**

All Phenomenists Internet Ltd. services may be used for lawful purposes only. You agree to indemnify Phenomenists Internet Ltd. from any claims resulting from your use of our service that damages you or any other party. This clause is to be read in conjunction with our Acceptable Usage Policy document.

## **12. Copyright**

IT IS THE RESPONSIBILITY OF THE CLIENT TO ENSURE THAT ALL CONTENT PROVIDED IS FREE OF 3RD PARTY COPYRIGHT AND DOES NOT INFRINGE THE RIGHTS OF OTHERS.

The Client retains the copyright to data, files and graphical logos in cases where these have been provided by the Client, and grants Phenomenists Internet Ltd. the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party

## **14. Design Credit**

A link to Phenomenists Internet Ltd. can appear in either small type or by a small graphic at the foot of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, we reserve the right to make a small charge. The Client also agrees that their website may be represented in Phenomenists Internet Ltd.'s portfolio.

## **15. Access Requirements**

Phenomenists Internet Ltd. operates its own web servers in RackSpace Slough Data Centre, UK. We use these web servers by default for all web hosting, apart from instances when the Client has an existing hosting arrangement that they are not willing to sever. If the Client's website is to be installed on a third-party server, Phenomenists Internet Ltd. must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

## **16. Domain Names**

Phenomenists Internet Ltd. may from time to time accept commissions from Clients to acquire domain names on their behalf. Domain name renewals can also be managed by Phenomenists Internet Ltd.

Phenomenists Internet Ltd. cannot be held responsible for the loss, cancellation or otherwise of any domain name. The Client should keep a record of any due dates for domain payment or renewal points and instruct Phenomenists Internet Ltd. to how to proceed at least 45 days prior to any such renewal point as. The payment for such domain services must be made to Phenomenists Internet Ltd. prior to the renewal point.

Clients that wish to use the Phenomenists Domain Name Registration and management services must read and agree to the terms laid down by the ICANN accredited authority responsible; links to these conditions can be found here - [Domain Registration Policies](#).

## **17. General**

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

## **18. Intellectual Property**

The Intellectual Property (IP) rights of developed software solutions provided to our Clients are retained by Phenomenists Internet Ltd. Phenomenists Internet Ltd. retains ownership of the code whilst licensing it to the Client.

## **19. Liability**

Phenomenists Internet Ltd. hereby excludes itself, its Employees and or Agents from all and any liability from:

Loss or damage caused by any inaccuracy;

Loss or damage caused by omission;

Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web service/website;

Loss or damage to clients' artwork/photos, supplied for the web service/website.

## **20. Complaints Procedure**

In the event of a formal written complaint being instigated by a client, Phenomenists agree to acknowledge receipt of any letter of complaint within 24 hours and take steps to investigate and, if necessary, remedy that complaint once it has been substantiated, within 10 working days. If it is not possible to resolve the complaint within 10 days (for instance, where a 3rd party is involved) Phenomenists agree to expedite the substantiated complaint as soon as is reasonable and practicable. Where a complaint cannot be resolved between Phenomenists and its' client, the English courts of justice can decide the outcome.

## **21. Governing Law**

This Agreement shall be governed by English Law.