

# Terms & Conditions

## General

We may update these Terms and Conditions from time to time without forewarning. If this concerns you, you can check these details online where they will always be available at <http://www.communicant.co.uk/pages/general/tandc.html>

### Quotes

All quotes are guaranteed for 2 months from printing and on commissioning a further 4 months. In other words, we reserve the right to amend our costs if either of these two time limits have expired.

### Payments

Of course if you have any problems settling an account all that we ask is that you get in touch with us within 7 days and we will be as flexible as possible.

Payment terms are strictly 21 days from invoice issue date. Payments later than this can incur an additional cost of 10%.

Payments over 3 months old will incur an automatic £25.00 penalty per month.

## Web Design

### Website Ownership

Website Ownership will not be handed over until payment in full. Until such time, **COMMUNICANT** will own the site and design.

**COMMUNICANT** owns the copyright to all such designs and they may not be used without our prior approval. You accept that until you have paid in full, we will be fully allowed to remove the site or deactivate any areas until such time as balance is received.

### Web Content

Your final payment for a website design signals that you have fully proof read the site and are happy with all content. You accept that any work required after this may involve an additional maintenance cost.

Your web is delivered 'as is'. During the design phase I may well add special offers and claims to illustrate particular points that you should be aware of and accept or ask to be removed. No liability will be accepted for any inaccuracies published in your website.

You are expected to check any costs/calculations provided within your site, and we cannot be held liable for any inaccuracies howsoever caused.

We will accept your confirmation that any content such as text or images can be used online and is cleared for copyright reasons. You indemnify us against any costs incurred through incorrect advice.

No liability can be made for your website not working, howsoever caused.

### Browser Information

All of our websites are designed to incorporate the majority of web browsers, however we will not guarantee its accessibility on every platform and cannot be held liable for losses caused by browser and/or software incompatibility.

### AUP

The **COMMUNICANT** server is hosted by rackspace and hence operates under their Acceptable Use Policy that can be read here - [http://www.rackspace.com/aboutus/acceptable\\_use.php](http://www.rackspace.com/aboutus/acceptable_use.php). This will not affect you if the content has been prepared by us, however if you have data driven pages which allow you to dynamically update the site without our intervention you should be aware of these details.

## Hosting

### Hosting charges

All hosting charges are per annum, no refunds will be made on hosting payments.

### Bandwidth

Essentially bandwidth on your website and email is unlimited this is on the premise that your bandwidth usage is reasonable. We reserve the right to charge £50 per 10 Gigabytes.

### Additional Charges

We reserve the right to charge any unforeseen additional costs involved with purchasing, transferring your domain. This will be charged at net plus £5.00.

### Email

We would like to draw to your attention that the AUP does not allow Spam or the sending of unsolicited email. Also again the bandwidth considerations can be affected by email usage and your attention is drawn to "Bandwidth" above.

### Downtime

We cannot be held liable for loss of business due to scheduled or unscheduled downtime of our server.

### Maintenance

Your access to your site may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services.

**COMMUNICANT** will attempt to restore the service as soon as it reasonably can and we cannot be held liable for any losses incurred by your site not being available.

No liability can be made for your website not working, howsoever caused.

## Domain Names

When purchasing a domain name, Communicants acts as your sole representative that is we purchase the domain name in Communicant's name for you. This is carried out to ensure that we receive all technical queries and can therefore manage your details without requiring input from you. We declare that, should you wish, all domain names purchased for you by ourselves will be legally returned to you (that is re-registering with the correct bodies) should you wish. We do reserve the right to pass on any costs that this may incur and charge a small admin fee.

We do however reserve the right to withhold any transfers until full and final payment of outstanding invoices is received.

We make every effort to ensure that correct spelling is made on your domain name. Once you have received the first communication from us (whether by email, letter or text) with your domain names details on it and you advise you want to go ahead, corrections cannot then be made and you will be liable in full as per our cost schedule, even if an error has been made.

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## PC Maintenance

### Installing new software/hardware fixing breakdowns

Because of the impossibility of predicting every hardware and software combination within a PC, or when fixing broken PC's no guarantee can be made for your system when installing the above. You are expected to make sure that all necessary back ups of installed software and data and have copies of necessary data such as ISP details. No liability will be accepted for any losses incurred.

### Remove from home maintenance

We may decide that it is best to bring your PC to the **COMMUNICANT** base for maintenance. If this is the case you will be advise when we will expect to return it. No liability will be accepted if we fail to meet this date.

We reserve the right not to work on PC's with pirated software.

### Information

All information and advice is supplied to the best of my knowledge. I spend a great deal of time keeping up to date and ensuring that the information I supply is optimum. However this current technology is changing so rapidly you must accept that information today, maybe outdated within a week.

### Payment of Balance

Payment is expected 14 days after receipt of your invoice. Please advise me if you expect any delays to this.

### Commissioning

A commissioning deposit is often charged on larger projects. Should we not develop a site which is to your satisfaction this deposit is fully refundable less any necessary third party costs incurred by **COMMUNICANT** on your behalf.

### Passwords and dial-up details

Any passwords or account details handled by **COMMUNICANT** will be held strictly in confidence and will be destroyed after use - you will be expected to keep your own records!

**COMMUNICANT** is the trading name of

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**Please Note: Receipt of payment constitutes acceptance of these conditions**