



Definition of Terms

"Browser" refers to a third party program used to access the internet to view websites. It only refers to full browsers and not those available on mobile phones or other portable devices.

"Client" means the person, firm, or company whose Application / Service Order is accepted by Hosting Systems

"Commission" refers to the project that the client has requested Hosting Systems Ltd to complete as per the quotation.

"Website design concept" refers to the creation of a visual screen grab design of the overall feel of how the site will look.

"Website Development Cycle" the process of creating a website which takes place after the quotation is signed.

"Material" means any text, imagery, videos or code provided by the client to Hosting Systems Ltd to use in the clients website.

"Program" refers to any software or code written by Hosting Systems Ltd

"Quotation" means a letter or any other form of document issued by Hosting Systems and signed by the Client confirming and accepting the client's order for the Service.

1. The signing of the quotation shall be deemed as a contractual agreement between the client and Hosting Systems Ltd and an agreement to these website development terms and conditions and an agreement to Hosting Systems Ltd standard terms and conditions.
2. Hosting Systems Ltd cannot guarantee to start work immediately on a commission or meet any agreed deadline set by the client or Hosting Systems Ltd as it is subject to change due to the communication required between the client and Hosting Systems Ltd. Hosting Systems Ltd will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.
3. All material, both text and images, supplied by the client and used in the construction of the client's web site, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws. Hosting Systems Ltd cannot take responsibility for any copyright infringements caused by materials submitted by the client. Any stock imagery will be paid for by Hosting Systems Ltd will not breach any copyright laws.
4. The copyright for all material provided by Hosting Systems Ltd, such as HTML code, graphics, photographs and text, will remain the property of Hosting Systems Ltd until such time as payment has been made in full whereupon they will become the property of the client.
5. If it is stated in the quotation that the website design concept will have an initial design and one phase of alterations included in the cost, this phase of alterations may include up to a full redesign on the agreement of Hosting Systems Ltd if the initial design is not satisfactory. Any subsequent redesigns requested after this phase will incur an additional charge.
6. Upon completion of the agreed website design concept the Client is asked to confirm in writing by email or postal mail that the design and the screen size is signed off as complete and agree that any further design alterations are chargeable.
7. Hosting Systems Ltd makes every effort to design pages which display acceptably in the most popular current browsers, but cannot accept responsibility for pages which do not display acceptably in new versions of browsers released after pages have been designed.
8. Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Hosting Systems Ltd cannot accept responsibility for any losses incurred due to malfunction of the website or any part of it. Hosting Systems Ltd cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.
9. Whilst every endeavour will be made to ensure that the website is unable to be hacked, Hosting Systems Ltd can

accept no responsibility or liability for any hacking attempts against the website or the results thereof.

10. Hosting Systems Ltd can accept no responsibility or liability for the ranking of any site to any search engine, online directory or search site.

11. Hosting Systems Ltd will initially place the client's website on one of Hosting Systems Ltd demonstration servers so that the client may view and comment upon the website's progress. When both Hosting Systems Ltd and the client agree that the website meets the criteria agreed during the commissioning process, Hosting Systems Ltd will invoice the client for the final amount due for the commission. On receipt of payment, Hosting Systems Ltd will publish the website to a server of the client's choice, the project is deemed finished and complete.

12. If at any point during the Website Development Cycle a client wishes to cancel, they may do so but will be invoiced an amount that Hosting Systems Ltd judges to be proportional to the amount of time already spent on the commission. This can be up to the full amount of the commission.

13. If, during the Website Development Cycle, the client does not supply the content required in order to complete the commission within a reasonable amount of time, Hosting Systems Ltd will consider that the client wishes to cancel the commission.

14. Hosting Systems Ltd expects payment by cheque, credit card or cash within the stated days on the invoice.

15. Hosting Systems Ltd does not undertake to maintain or update a client's website as part of the design commission. If a client wishes Hosting Systems Ltd to maintain or update a web site as a separate commission, Hosting Systems Ltd will negotiate with the client a maintenance contract appropriate to the amount of work required. Web site maintenance may also be undertaken on a time and materials basis if the client so wishes.

16. Payment terms are agreed within the specific quotation and no work will start until the first payment is received if the terms require an upfront payment.

17. Hosting Systems Ltd reserves the right to alter prices at any time without notice. If a client has commissioned any services from Hosting Systems Ltd prior to a change in prices that commission will not be subject to any increase, but any subsequent commission may be subject to an increase.

18. We reserve the right to refuse to construct a web site which we may judge as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws.

19. By agreeing to these terms and conditions your statutory rights are not affected.