
TERMS & CONDITION

By placing an order with i-OneiT, you confirm that you are in agreement with and bound by the terms and conditions below.

Authorization

The named client is engaging i-OneiT, as an independent contractor for the specific web design project of developing and/or improving a web site, hereinafter referred to as "web design project" which may be installed on the client's account on an Internet Service Provider (ISP) / Web Presence Provider (WPP) computer, hereinafter refer to as "Hosting Service" if required to perform services. If required to perform services the client hereby authorizes i-OneiT to access this account and authorizes the Hosting Service to provide i-OneiT with "full access" to the client's account and any other programs needed for this web design project that are included as part of the client's service agreement/level.

General

i-OneiT will carry out work only where an agreement is provided either by email, telephone, mail or fax. An 'order' is deemed to be a written or verbal contract between i-OneiT and the client; this includes telephone and email agreements.

Copyright and Trademarks

The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to i-OneiT for inclusion in the web design project are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend i-OneiT and its subcontractors from any claim or suit arising from the use of such elements furnished by the client. Certain images provided by i-OneiT in the construction of the website may have been purchased under license from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in publicity material. The website owner is legally responsible for ensuring that this does not happen. If you wish to use any images from the site for other purposes please contact us for clarification.

Conceptualizing

Conceptualizing is the process of producing website concepts for clients. Concepts can include site mock ups, graphics and design proposals. For Deluxe & Premier packages this might be included but for starter package please bear in mind that unless previously agreed, only one concept is possible. You should therefore ensure that you let us have your preferred color scheme and design requirements beforehand. If you don't do this we will design the website appropriately but if it is not to your taste we may not be able to rework the website without additional charges. This is why it is often best to show us another website that you like as an example of what you require.

IMPORTANT! Failure to Provide Required Website Content

To remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject other work and enquiries to ensure that your work is completed at the time arranged. This is why we ask that you provide all the required information in advance. On any occasion where we cannot progress your website because you have not provided the required information when you have agreed to do so, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. Also, if the job involves Search Engine Optimization we need the text content for your site in advance so that the SEO can be planned and completed efficiently. If you agree to provide us with the required information and subsequently fail to do within the stated period of project commencement we reserve the

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right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.

NOTE: Text content should be delivered as a Microsoft Word (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

Website Design

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, i-OneiT cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it. The website, graphics and any programming code remain the property of i-OneiT until all outstanding accounts are paid in full. Any scripts, CGI applications, PHP scripts, or software (unless specifically agreed) written by i-OneiT remain the copyright of i-OneiT and may only be commercially reproduced or resold with the permission of i-OneiT.

Any additions to the brief will be carried out at the discretion of i-OneiT and where no charge is made by i-OneiT for such additions, i-OneiT accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions. The client agrees to make available as soon as is reasonably possible to i-OneiT all materials required to complete the site to the agreed standard and within the set deadline.

Database, Application and E-Commerce Development

i-OneiT 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.

Any scripts, CGI applications or software (unless specifically agreed) written by i-OneiT remain the copyright of i-OneiT and may only be commercially reproduced or resold with the permission of i-OneiT.

Where applications or sites are developed on servers not recommended by i-OneiT, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the client's responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by i-OneiT before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, i-OneiT will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

Compliance with Ecommerce, Accessibility or Other Regulations

We design websites in accordance with the client's specifications. It is the client's responsibility to ensure that the website and its content comply with standing regulations. We cannot accept responsibility for any failure to comply with regulations related to accessibility, selling online or those related to a specific business or trade. We can research this on the client's behalf upon request, but in any business where complex compliance issues exist we recommend that the client takes legal advice from their company lawyer.

Compatibility

i-OneiT will endeavor to ensure that any developed/designed site or application will function correctly on

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the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 6 or higher and to an acceptable level with Mozilla browsers. i-OneiT can offer no guarantees of correct function with all browser software.

Search Engine Promotion

i-OneiT is not responsible for the client's on-going web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimize your site for this we are unable to make any guarantees about the success of any search engine promotion activity

Web Site Contents Changes

This agreement allows for minor web site maintenance to pages over a 1-month period, up to an average of one hour per regular web site varies with package, including updating lines and making minor changes to a sentence or paragraph. It does not include updating or replacing nearly all the text from a page with new text, major page reconstruction, new pages, guest books, discussion webs, and navigation structure changes, attempted updates by client repairs or web design projects delivered to the client via CD. The period of 1 month begins on the date the client's web design site has been published to client's hosting service or 30 days from the date this agreement was signed, whichever comes first. If the client's web design package includes database access using Server Side Script, then very minor page code changes will be accepted under this content changes. Major page code and/or database structural changes will be charged at current hourly rate

Future Site Problems

Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website, and i-OneiT will endeavor to protect it from this as much as we can during its creation. We cannot be held responsible for problems that develop on completed sites as a result of illegal activity.

Travel Time and Expenses

Travelling time to and from customer premises is not generally included in our estimate. i-OneiT reserve the right to make a charge for travelling time at our normal consultancy rates. Likewise i-OneiT reserve the right to charge for travelling expenses based on 45p per mile. (NOTE: There will be no charges for travelling time or expenses incurred before you give your approval for work to commence.)

Payment

An deposit of 40% is required with any project from any new client before any work is carried out. It is the i-OneiT policy that any outstanding accounts for work carried out by i-OneiT or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with i-OneiT.

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

There are no exceptions to this, i.e. if the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Nonpayment will result in legal action being taken if necessary.

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If accounts are not settled or i-OneiT have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, nonpayment can result in county court judgments' (ccj's) being added to the clients credit rating.

Following consistent nonpayment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

Web Design Project Copyright

Original web site content specifically requested by the customer and designed under work for hire shall be the intellectual property of the customer once final payment under this agreement and any additional charges incurred have been paid. Rights to clipart, photos, graphics, source code, work-up files and computer programs that are not specifically requested and designed under work for hire are not transferred to the client, and remain the property of their respective owners. i-OneiT and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios.

Amendment

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Notes: i-OneiT reserves the right to change or modify any of these terms and conditions at any time, so please, check this page at least once a month or when in doubt.

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