



# BUSINESSGUYSI.T.

I.T. SUPPORT IS JUST THE TIP OF THE ICEBERG

## Website Contractual Agreement and Terms

The Works Referred To In The Foregoing Contract Between Business Guys I.T. Limited And Client Business Name are outlined on the Quotation sent by Business Guys I.T. Limited.

Business Guys I.T. Limited residing at Business Guys I.T. Limited, Business Guys I.T. Business Guys I.T. 9 Brindley Court, Lymedale Business Park, Dalewood Road, Newcastle-under-Lyme, Staffordshire, ST5 9QA, trading as Business Guys I.T. Limited, having its principal place of business at Business Guys I.T. Business Guys I.T. 9 Brindley Court, Lymedale Business Park, Dalewood Road, Newcastle-under-Lyme, Staffordshire, ST5 9QA aforesaid (hereinafter referred to as "the first party")

and **Client Business Name:**

Having its principal place of business at,

**Client Business Address:**

(hereinafter referred to as "the second party")

WHEREAS

(ONE) The second party has requested that the first party undertake certain services in connection with the second party's:

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## Website, Domain, Email and hosting

(TWO) The first party has agreed to undertake these services

THEREFORE it is hereby agreed and declared as follows:-

(ONE) The first party will undertake services to include [specification of work to be carried out]  
( referred to as "the Works")

(TWO) The Works will be completed subject to the Website Terms and Conditions annexed  
and signed as relative here to.

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**Signed on behalf of Business Guys I.T. Limited: ( first party )**

Date:

Full Name:

Signature:

**Client Details: ( the second party)**

Signed on behalf of:

Date:

Full Name:

Signature:

**THESE ARE THE WEBSITE TERMS AND CONDI.T.IONS REFERRED TO IN THE FOREGOING CONTRACT. THIS DOCUMENT IS SUPERSEDED BY ANY VERSIONS OF OUR WEBSITE TERMS AND CONDITIONS ON OUR WEBSITE. [www.Businessguysit.com](http://www.Businessguysit.com)**

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## 0.1 The website package, what it includes and " can you just "

Website Package and what it includes:

Website design and implementation service, price includes the following – included in all packages, regardless of page number, domain or hosting options.

Consultation for the design / construction of the website. 1st meeting is free, future meetings to be carried out over Internet / telephone conferencing. Other "site" visits can be priced upon request.

Full design of the webpage to meet client needs, including any amendments / changes that are required - fair limits apply - see 'can you just' below.

All content will be provided by the client and uploaded by Business Guys I.T.. This includes both text and media to be featured on the website. Images can be provided by Business Guys I.T. (please contact us for pricing)

Can you just

The " can you just" clause protects both us and the client and centres around the number of acceptable changes during development. There is not an unlimited amount of changes we can make to a website before launching, its just not possible.

Design

Once the client is happy with the design and colour scheme and this has been confirmed by phone or email the design / theme is then set and its locked in for the project. We do this as a large proportion of the workload goes into customising the design of the website and colour scheme, etc. If we were to constantly changing the design it would affect the rest of the website as there would be no time left to work on the website.

The design can of course be change and altered once agreed upon but this would incur additional charges.

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## Images

When the client supplies Business Guys I.T. with various images and graphics to upload to the website these can be changed a maximum of 3 times. This is because they take time to crop and size correctly.

## Copy content

When clients supply us with copy text for the website these can be embedded up to 3 times (excluding spelling and grammar - we would never launch a website with bad spelling / grammar).

## 1.0 DEFINITION OF TERMS

The Client - the entity which enters into a contract with Business Guys I.T. Ltd

Domain Name - the root address of a website, e.g. [www.businessguysit.com](http://www.businessguysit.com). All such names must be registered with the appropriate naming authority, which will incur a fee.

Downtime - time when the website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.

Host - the company on whose system the Website physically resides.

Link, Hyperlink - a 'clickable' link embedded on a web page which may take the form of a graphic or text.

Search Engine - a website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.

Website - a collection of web pages and associated code which forms an integrated presence.

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The Work - the subject matter of the contract between the Client and Business Guys I.T. Ltd.

## 2. FEES

### 2.1 Fee Payable

A non refundable deposit is payable before any website work will commence, this is costed per website application. The website deposit is due upon issuing of the website deposit invoice.

Upon the signing of the contract the remaining amount shall become due prior to the full launch of the website.

The Work is completed to the reasonable satisfaction of the Client but subject to the terms of Clause 4.3 Approval of Work and Clause 4.4 Rejected Work hereof. Business Guys I.T. Ltd reserves the right not to begin the Work until the said deposit has been paid in full.

### 2.2

#### Maintenance Fees

Maintenance, if included in the contract, shall be on a month to month basis, with a minimum of £32.50 payable in any month where updating is necessary. Fees will be assessed on an hourly basis at £65 per hour or part thereof. No fee will be required in a month where no updating is necessary. Once the website has launched live and agreed upon by the client any items are then chargeable.

## DISCLAIMERS

### 3.1

#### Third Parties

Business Guys I.T. Ltd can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Website, although Business Guys I.T. Ltd will endeavour to ensure that Website downtime is kept to a minimum. Many factors are outside out control with website hosting including general internet infrastructure, internet service providers, external switches and servers, etc. No guarantee is made for uptime.

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## 3.2

### Maintenance and Correction of Errors

Business Guys I.T. Ltd takes no responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the Website after the Work has been completed. Errors (both technical and typographical) attributable to Business Guys I.T. Ltd will be corrected free of charge, but Business Guys I.T. Ltd reserves the right to charge a reasonable fee for correction of errors for which Business Guys I.T. Ltd is not responsible, including, but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided to Business Guys I.T. Ltd by the Client.

## 3.3

### Extent of Work

Installation on the Internet is limited to the uploading of all necessary files to the Host, and testing of functionality. No registration of the Website with Search Engines will be undertaken unless otherwise agreed with the Client.

## 3.4

### Consequential Loss

Under no circumstances will Business Guys I.T. Ltd be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimise possible losses as a result of software failure.

## 3.5

### Status and Duration of Offers

Proposals and offers are valid for a period of one month from the date issued. Business Guys I.T. Ltd is not bound to honour offers that have expired. Offers are not legally binding until an acceptable timetable for the work has been agreed by both parties. This timetable must be agreed within the month that the offer is valid. If an acceptable timetable has not been approved by both parties within one month of the offer being made, the offer is deemed to have expired.

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## 3.6

### Search Engine Listings

Business Guys I.T. Ltd does not guarantee listings on Search Engines and the Client accepts that it is Search Engines and not Business Guys I.T. Ltd who determine whom they list and whom they will not. The Client further understands there is no guaranteed placement or rank on the Search Engines and that a new website may never even appear on Search Engines at all. Business Guys I.T. Ltd does not control Search Engines' algorithms and huge shifts can appear daily, weekly and even hourly.

Online marketing is offered at additional cost to get your website found online.

## 4. COMPLETION OF WORK AND PAYMENT

### 4.1

#### Completion of Work

Business Guys I.T. Ltd warrants completing the Work in accordance with its Website Terms and Conditions to the specifications previously agreed with the Client. Business Guys I.T. Ltd will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. Business Guys I.T. Ltd will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorisation from the Client.

### 4.2

#### Supply of Materials

The Client is to supply all materials and information required for Business Guys I.T. Ltd to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, Business Guys I.T. Ltd has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than

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21 days, Business Guys I.T. Ltd has the right to invoice the Client for any part or parts of the Work already completed.

## 4.3

### Approval of Work

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify Business Guys I.T. Ltd, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to Business Guys I.T. Ltd as unsatisfactory within the 7 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the 50% final balance payment under Clause 2.1 Fee Payable will become due. The Contract will remain in effect for as long as the website is hosted / managed by Business Guys I.T.

## 4.4

### Rejected Work

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by Business Guys I.T. Ltd to remedy any points reported by the Client as unsatisfactory, and Business Guys I.T. Ltd considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and Business Guys I.T. Ltd can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

## 4.5

### Payment

Upon completion of 7 day review period, Business Guys I.T. Ltd will invoice the Client for the final 50% balancing payment in accordance with Clause 2.1 Fee Payable hereof, which, in the absence of agreement to the contrary, is to be paid by the Client within a pre agreed amount of days from the date that the invoice was issued.

## 4.6

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## Remedies for Overdue Payment

If payment has not been received by the due date, Business Guys I.T. Ltd has the right to suspend ongoing work for Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 30 days after the due date, Business Guys I.T. Ltd has the right to replace, modify or remove the Website and revoke the Client's licence of the Work until full payment has been received. By revoking the Client's licence of the Work or removing the web site from the Internet, Business Guys I.T. Ltd does not remove the Client's obligation to pay any outstanding monies owing.

## 5. INTELLECTUAL PROPERTY

### 5.1

#### Offers and Proposals

Offers and proposals made by Business Guys I.T. Ltd to potential clients should be treated as trade secrets and remain the property of Business Guys I.T. Ltd. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorisation from Business Guys I.T. Ltd. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

### 5.2

#### Warranty by Client as to Ownership of Intellectual Property Rights

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to Business Guys I.T. Ltd for inclusion on the Website. The conclusion of a contract between Business Guys I.T. Ltd and the Client shall be regarded as a guarantee by the Client to Business Guys I.T. Ltd that all such permissions and authorities have been obtained and that the inclusion of such material on the Website would not constitute a criminal offence or civil delict. By agreeing to these terms and conditions, the Client removes the legal responsibility of Business Guys I.T. Ltd and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

### 5.3

#### Domain Name

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Any Domain Name obtained will belong to the Client. The Client agrees to indemnify Business Guys I.T. Ltd, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the domain name sought is not a trademark of a third party.

## 5.4

### Trade Secrets

Any code that is not freely accessible to third parties and not in the public domain, and to which Business Guys I.T. Ltd or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from Business Guys I.T. Ltd. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which Business Guys I.T. Ltd or their suppliers owns the copyright. Business Guys I.T. Ltd acknowledges the intellectual property rights of the Client. Information passed in written form to Business Guys I.T. Ltd, and that the Client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Client.

## 6. RIGHTS AND RESPONSIBILITIES

### 6.1

#### Right to Terminate

Business Guys I.T. Ltd reserves the right to refuse or break a contract without prior notice, if it is believed that the Client, their Website, or any material is illegal, immoral or otherwise unacceptable.

### 6.2

#### Events Beyond the Control of Business Guys I.T. Ltd

Business Guys I.T. Ltd will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of Business Guys I.T. Ltd.

### 6.3

#### Supply and Pricing of Services

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Business Guys I.T. Ltd reserves the right to use whoever it feels appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

## 7. INTERPRETATION

### 7.1

#### Jurisdiction

This Agreement shall be governed by the laws of the United Kingdom which shall claim venue and jurisdiction for any legal action or claim arising from the contract between Business Guys I.T. Ltd and the Client. The said contract is void where prohibited by law.

### 7.2

#### Survival of Contract

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

### 7.3

#### Change of Terms and Conditions

These terms & conditions may change from time to time. The Client will be informed of revisions as and when they are issued.

Website Terms and Conditions - for the latest version please visit our website.

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