

"Hoagyweb Designs"

A subsidiary of Hoagyweb
"Standard Terms & Conditions"

Quotations / Estimates

- Quotations/Estimates for a project are based upon the time estimated for Hoagyweb Designs (thereafter known as HWD) to complete the work and anticipated meeting/travel expenditure.
- Any additional work required, over and above that outlined in the agreed proposal will be the subject of an additional charge.
- Any additional goods and services purchased on behalf of the client, which are not included in the original quotation/estimate, will be charged a separate invoice, payable within 14 days

Charges

- A deposit of 10% is payable on acceptance of the estimate, quote or proposal, prior to work commencing, becoming non-returnable once work has commenced. An invoice is raised to the client at the commencement of the project. A payment schedule is agreed with the client on an individual basis. This generally is in the form of 10% payable upon acceptance of the estimate, quote or proposal, then three payments of 40%, 40% and 10% at agreed points within the contract.
- Hoagyweb also offers a monthly or quarterly payment plan if preferred. There is a £10.00 administration charge for this facility.
- HWD reserve the right to charge interest at 5%, per month or part thereof, on any amounts outstanding beyond the agreed due date.

Confidentiality

- HWD will keep confidential all information passed to us by the client (unless such information is in the public domain) and all reports, advice and recommendations produced by HWD under this agreement.
- HWD requires the client to keep confidential any methodologies and technological solutions used specifically to carry out a project.
- Unless the client specifically instructs to the contrary, HWD assume permission to publicly attribute work to a client, where the material is in the public domain. Where the material is not in the public domain, permission will be sought from the client in advance.

Intellectual Property

- All original material developed during the project remains copyright of HWD
- HWD retain the right to withhold permission to use any material provided by HWD until final payment has been received.
- The copyright of any material owned and provided by the client remains with the client or original copyright owner.

Validity

- Proposals/quotations are valid for 28 days from issue date, unless otherwise indicated.
- Any proposal/quotation is conditional upon the client agreeing to the terms and conditions at that date/time.
- HWD reserve the right to revise terms, conditions and charges at any time and without prior notice.

Termination

- HWD's services may be terminated on either side by one calendar month's notice, to be issued in writing via Royal Mail, e-mail or facsimile. Any outstanding invoices and charges in respect of the notice period must be settled within 28 days of the notice being served.
- In the event of either party being in material or fundamental breach of any of the terms of this contract, the other may forthwith terminate the contract if the breach is incapable of remedy; or if it is capable of remedy, the aggrieved party shall serve on the other 30 days' notice, to be issued in writing via Royal Mail, e-mail or facsimile, requiring such breach to be remedied and, if such breach is not remedied within the 30 day period, the contract shall automatically terminate.
- HWD do not allow the use of material deemed by us to be at risk of computer virus contamination, of inappro-

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Hoagyweb on 0845 2600 599

priate quality, illegal or pornographic or any links to sites that carry pornographic or otherwise unsuitable material, and reserve the right to withdraw service in the event of complaint.

Third Party Suppliers

- Where a third party company is used to supply services, the client is also bound by that company's terms and conditions, which will be indicated to the client.
- HWD commit to submitting all Internet sites developed in house to various search engines; however, ranking or placement with search engines cannot be guaranteed. . We will not pay for this service unless directed to and paid for by the client
- HWD try to use reliable servers with fast Internet links, but cannot guarantee that Internet sites will be 100% available and always fast loading, since the Internet is not under the control of any one company and supports a variety of connections and equipment.

Internet/Intranet Sites

- The client must agree to indemnify HWD, the relevant domain name registry and the directors, officers, employees and agents of each, against any loss, damages or costs, including legal fees, resulting from any proceedings related to the client's domain name(s) and/or any material used on the client's Internet site.
- Internet site development work will not be published until final payment has been received.
- The client is solely and entirely responsible for the legality of their registered domain name(s) and all material included on their Internet site. If HWD edit any material provided by the client, it is done in good faith and it is the responsibility of the client to ensure that the material remains legal

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