

Cobweb Solutions Ltd

Terms of Business Assisted Build of E-ware Web Pages

The following definitions will apply:

'The Company'	means Cobweb Solutions limited
'The Specification'	means the information annexed to these conditions
'The Client'	means your company
'The Page'	means any e-ware products and services provided by the company
'The Fee'	means the fee for providing service

1. Obligations of the Company

The Company will provide design and produce a page in accordance with the agreed specifications above and subject to these terms and conditions. The company will commence work within 10 days of receipt of the order form and undertakes that the page will be available within 30 days from this date or the agreed timescale. The company may temporarily suspend the service for the purpose of repair, maintenance or improvement of any of the company's facilities which are necessary to provide the service, or vary the technical specifications of the service for operational reasons subject to the company giving you as much notice as is reasonably practical after such temporary suspension. The company will use all of its reasonable endeavours to ensure data stored on its servers is kept secure and accessible only by persons authorised by the client. The Company will provide mechanisms to allow access to the data by authorised end-users. The service including IP address (es) remains at all times the property of the company.

2. Obligations of the Client

The client agrees to provide all of the information required to complete E-ware product i.e. E-Page-200 words of prepared text, client or corporate logo or picture, with the order form provided.

The Client will have seven days from the date of contacted to request any changes to the page. These changes will be in line with the original agreed specification. Any changes that will take the pages outside the original specification will be subject to a fee of £60 + vat per hour.

It is prohibited to use services provided by the company in connection with any fraudulent activity or in connection with a criminal offence. It is prohibited to send, receive, upload, download use or re-use any material which is offensive, abusive, defamatory, obscene, menacing or in breach of confidence, privacy or copyright including that of the company, or any other rights. The company will not be liable for loss or damage to the data stored/transmitted on/using the service.

3. Property and Copyright

The property and any copyright or other intellectual property right in:

3.1 Any Input Material shall belong to the client

3.2 Any Output Material shall, unless otherwise agreed in writing between the Client and the Company, belong to the Company, subject only to the right of the client to use the Output Material for the purpose of utilising the Service.

3.3 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Company, and all Output Material or other information provided by the Company which is so designated by the Company shall be kept confidential by the Client, but the foregoing shall not apply to any Communication or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

3.4 The Client warrants that any Input Material and its use by the Company for the purpose of providing the specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Company against loss, damages, cost expenses or other claims arising from any such infringement.

3.5 Subject to paragraph 3.3 the Company warrants that any Output Material and its use by the Client for the purpose of utilising the Service will not infringe the copyright or other rights of any third party, and the Company shall indemnify the Client against loss, damage, costs, expenses or other claims arising from such infringement.

4. Delivery Date

The day the company contacts the client to confirm completion is the delivery date of the service.

5. Payment

E-Page for all e-page will be payable on confirmation of the order.

E-Site The fees for e-site will be payable as follow:

E-Site assisted build charges will be payable on confirmation of the order

E-Site Hosting charge becomes payable on completion of the e-site

E-Commerce The fees for e-commerce

E-Commerce assisted build charge will be payable on confirmation of the order

E-Commerce Hosting charge becomes payable on completion of the e-commerce.

The Payment is due on confirmation of order as detailed in the specification attached.

Payment should be made in £ sterling unless otherwise agreed

Invoices are inclusive of UK VAT.

Payment may be made by cheque, credit card or standing order at the discretion of the company.

6. Termination

The Client may terminate this agreement at any time prior to receipt of the initial order and payment. Once the order has been accepted, there will be a refund of fees and notwithstanding the stage payments outlined above, all fees will be due in full to Cobweb.

If the client terminates the service to upgrade to a higher level of service with the company, a further contract is issued for this new specification

Termination of this agreement shall be without prejudice to the rights of either party accrued to the date of termination.

7. English Law

These Terms and Condition are governed by and shall be constructed in accordance with the laws of England and the client hereby submits to the jurisdiction of English Law.

SIGNED for and on behalf of
The Company

SIGNED behalf of and on behalf of
The Client

.....

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Date/...../.....

Date...../...../.....

Please sign and return with completed form. Thank You.

Specification

In the case of the E-Page :

- 200 (maximum) words of text, to be provided on disc in Word format wherever possible.
- The client Logo or picture, to be supplied on disc as a .jpg or a .gif file.
- 20 client keywords (to enable the search through the FSB Online Directory)
- Registration or transfer of domain name as detailed in the specification attached.

In the case of an E-site :

- 50 (maximum) words of text for Home page
- 100 (maximum) words of text for About page
- 100 (maximum) words of text for the Contact page
- 10 Categories of the client's products
- 25 Products (1 image per product and 1 thumbnail image per product)
- 20 client keywords
- Registration or transfer of domain name as detailed in the specification attached.

In the case of an E-commerce store :

- As with the E-site but including the facility to take online payments through an Internet Merchant Bank Account.

In all cases :

- Any extra images to be included will be charged as detailed in the specification attached. Any additional text, images or additions to the page outside of the agreed specification will be charged as detailed in the specification attached.

The Fee

The fees will be charged as follow:

- E-page assisted build £99 + VAT
- E-site assisted build £299 + VAT + monthly Hosting charge £19.95 + VAT
- E-commerce assisted build £349 + VAT + monthly Hosting charge £39.95 +VAT
- Additional images £5 + VAT
- Any additional text, images or alterations to the page after seven days from completion date will be charged at £60 + VAT per hour.

