



## WEB DEVELOPMENT – TERMS & CONDITIONS

The construction, validity, performance and execution of all Agreements in accordance with the Terms & Conditions therein, shall be governed by the law of Scotland and the parties hereto submit to the exclusive jurisdiction of the Scottish Courts.

1. The use of any of G7 Design services is taken by G7 Design to be acceptance and binding of our Terms & Conditions as set out herewith.
2. The client agrees that they shall not hold G7 Design liable for any losses (including loss of projected profits), costs or claims, caused by website errors or omissions, or by failure of certain material to appear on the internet on a given date. This includes loss of data resulting from delays and/or service interruptions and the malfunction of equipment including any agents, freelance programmes or associated companies or third party delays including domain names, FTP and web hosting or photographs/graphics. A project will be deemed to be complete even if the above are applicable.
3. The client will be responsible for the content of their pages, including obtaining the legal permission for any works they include and ensuring that the content of these pages do not violate UK and International Law. The client is also responsible for all text, images and logos contained in their site.
4. G7 Design is not responsible for reviewing or proof reading content and materials provided by clients, for use on a web site. It is therefore the client's sole responsibility to ensure the accuracy of spelling, grammar and quality of all textual content provided to G7 Design for use on any web site.
5. The client will be held responsible for and accepts responsibility for any defamatory, confidential, secret and other proprietary material available via its web pages.
6. G7 Design reserves the right to remove material deemed inappropriate from your webpages without prior notice. G7 Design **does not** allow adult, warex, or illegal MP3 websites from our servers.
7. Any additional work will be invoiced at our standard rates.
8. A deposit of 35-45% is required prior to commencement of any web site build and should be paid within 7 days. If this is not paid on time G7 Design can impose a standard late payment fee.
9. The balance of the project is due on completion and should be paid within 7 days, however after 6 months from commencement of the project the outstanding balance is due even if the site is not completed due to delays by the customer.

10. Late payment of invoices may incur interest and/or late payment charges. All invoices must be paid within 7 days. Any invoices paid after 7 days may be subject to a £50 late payment fee. Should it be necessary to pass the outstanding invoice(s) to a debt collection agency and an administration charge of £75 will be applied. All invoices over 7 days old will be subject to interest charged at 5% above Royal Bank of Scotland base rate.
11. Cancellation of meetings for G7 Design to attend the client's premises without 24 hours notice will incur a £25 charge which will be applied to the final invoice.
12. Any payments returned by our bank will incur a £25 administration fee.
13. Completion means the site excluding any bank integration which may be out with the control of G7 Design, upgrading the site to a third party site, domain name problems, user name password issue etc.
14. On completion, it is the Client's responsibility to check the contents of the site and report any inaccuracies immediately.
15. Should the client wish to cancel or terminate a contract for a new web site the following charges will apply:
  - o 35-45% deposit for a total project
  - o All expenses incurred
  - o All costs associated with the project
  - o Interest on unpaid invoices over 30 days
  - o To cancel a project the client must send this in letter format by recorded delivery
  - o Complaints must be submitted in letter format by recorded delivery and addressed to the service manager, and should list the complaint and outline full details
  - o Cancellations and complaints WILL NOT BE ACCEPTED through e-mails sent via AOL
16. G7 Design does not offer or guarantee the results of Search Engine Optimisation, Pay-Per-Click campaigns, web marketing campaigns or otherwise (this list is not exhaustive), and cannot be held liable for results and/or outcomes that do not meet the client's expectations or otherwise. G7 Design shall endeavour to achieve the best possible results for our clients, whereby clients also agree to cooperate and work with G7 Design for this purpose also.
17. G7 Design reserves the right to amend its Terms & Conditions without notice.
18. G7 Design will ensure the online security of the site, but on completion it is the Client's responsibility to ensure the ongoing security of the site including software updates and security patches.
19. G7 Design may utilise commercially available shopping carts during the process of designing web sites. G7 Design is not responsible for any problems which may occur during their use, once the web development project is completed.
20. G7 Design recommends that for ecommerce web sites, all payments made on-line by customers are processed through an on-line card processing facility, e.g. Paypal for enhanced security. Should the client decline this option, G7 Design cannot be held liable for any issues. Nevertheless, as customer payment details will be processed by a third party payment gateway, G7 Design will not be liable for any issue relating to this section or security breaches.

21. When a client accepts "Free Web Hosting" at the end of the period, the client will be required to continue using the services provided by G7 Design for a period of 12 months at the prevailing listed rate.
22. When final payment is made by the client, this payment will be taken as confirmation that the web site meets the clients standards and the project is complete
23. G7 Design will pass the Intellectual Property Rights to the client after all invoices have been paid. The Intellectual Property Rights cover the following elements of the Web Site.
  - \* Design of site
  - \* All graphics, images, text etc.
24. G7 Design retains the Intellectual Property Rights for the following software systems:
  - Content Management System
  - Ecommerce System
  - Hotel Reservation System
  - Estate Agents System
  - Web Site Applications
  - Web-based Software/Applications

Any software created by a third party organisation is excluded and is covered by the manufacturers Terms & Conditions.

This includes updates for the Shopping Cart, Chat Rooms, Forums etc. It is the Client's responsibility to carry out manufacturers update recommendations.
25. G7 Design does not recommend the use of message boards, bulletin boards, newsgroups or chat rooms by clients. These are open to possible abuse. However, if the client requires G7 Design to install any of these facilities, the client is liable for any posting or information added to these programs. The client should put into effect a system for monitoring these types of programs. G7 Design cannot be held liable for any information posted or displayed on these programs. These programs must operate within our Terms & Conditions.
26. Where G7 Design has reason to believe that any website, webpage, text or image being hosted by us *may* be *illegal* or in breach of these Terms & Conditions, that website will be temporarily removed from our hosting service (until such time as further investigations can be carried out). If it is found to be illegal, the website will be permanently removed from our hosting. If after investigation, the website is found NOT to be illegal or in breach of our Terms & Conditions, then it will be immediately restored to normal service at no extra cost. **N.B.** No reimbursements will be made for any period when a website, webpage, text or images are unavailable for this specific reason.
27. G7 Design uses specific methods for developing Web Site and Programs. During the web development project, we will, at specific milestones of the project, ask you to confirm by e-mail or in writing that you are satisfied that certain elements of the project are completed to your satisfaction. If G7 Design is requested at a later date to carry out changes to sections that have previously been completed, these will be subject to charges reflective of additional work required.
28. For our Control Management Systems, On-line Reservations Systems and all web applications/software created by G7 Design, specific agreements must be adhered to. Full details of these applications agreements are available on request. However, these software systems are covered by our software licence and require your company to use G7 Design hosting services. Our Content Management, On-Line Reservation and Web Design applications software is covered by a 90 day support plan in which G7 Design will rectify any software issues within the first 90 days of the site going live. This cover does not extend to changes, amendments or modifications to our software or attached web sites.

29. Information may be changed or updated without notice. G7 Design may make improvements and/or changes in the products and/or the programs described in this information at any time without notice.
30. G7 Design assumes no responsibility regarding the accuracy of the information that is provided by G7 Design and use of such information is at the recipient's own risk. We provide no assurances that any reported problems may be resolved with the use of any information that we provide. By providing information, G7 Design does not grant any licences to any copyrights, patents or any other intellectual property rights.
31. Please note that any information or material sent to us will be deemed NOT to be confidential except when a non-disclosure document, signed by both parties has been completed. By sending G7 Design any information or material, you grant G7 Design an unrestricted, irrevocable licence to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and you also agree that we are free to use any ideas, concepts, know-how or techniques that you send for us for any purpose. However, we will not release your name or otherwise publicise the fact that you submitted materials or other information to us unless: (i) we obtain your permission to use your name; or (ii) we firstly notify you that the materials or other information you submit to a particular part of this site will be published or otherwise used with your name on it.
32. G7 Design makes no representations whatsoever about any other web site which you may access through this one. When you access a non-G7 Design web site, even one that may contain our logo, please understand that it is independent from us, and that we have no control over the content on that web site. In addition, links through other web sites do not mean that we endorse or accept any responsibility for the content, or the use, of such web site.
33. In no event will G7 Design be liable to any party for any direct, indirect or other consequential damages for any use of this web site, or on any other hyper linked web site, including, without limitation, any lost profits, business interruption, loss of programs or other data on your information handling system or otherwise, even if we are expressly advised of the possibility of such damages.
34. All information is provided by G7 Design on an "as is" basis only. G7 Design provides no representations and warranties, express or implied, including the implied warranties of fitness for a particular purpose, merchantability and non-infringement.