

# Just Code Ltd- Terms and Conditions

(Please ensure that you read and understand these conditions before paying your deposit, and or confirming your order.)

**These Terms and Conditions are Copyright Just Code Ltd**

- 1. Contract:** The client's approval for work to commence shall be deemed a contractual agreement between the client and JUST CODE LTD. **Important: Approval for the work to commence and payment of the advance confirms acceptance of the terms and conditions outlined in this document.**
- 2. Intellectual Copyright:** JUST CODE LTD retains all intellectual copyright of any material, including source code and original images created or purchased for the client until payment of the final invoice. At this time, if previously agreed we will transfer this intellectual copyright to the client.
- 3. Clients Responsibilities with Regard to Copyright:** In situations where the client provides images, animations, text, layouts or any other content what so ever for the website they are legally responsible for ensuring that this material does not infringe any copyright and or intellectual property. All site copy must be your own. We will not accept responsibility for copied or plagiarised information or any infringement what so ever of copyright, intellectual property and or trademarks.

Certain images provided by JUST CODE LTD may have been purchased under licence from stock image suppliers. The images we purchase are generally only licensed for use on a website. The licence may not permit them to be used in publicity material, and permission for these images to be downloaded should not be given. 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. If you wish to use images in publication material we will be happy to assist in the purchase of the correct licences to allow you to legally do this.

- 4. Registration Charges:** All third party costs arising from the registration of a domain name shall be met by the Client. JUST CODE LTD recommend that clients register their own domain names so that they have full ownership of these but where we have registered a domain name on the client's behalf we agree to transfer this domain name to the client immediately upon request. An administration fee of £25.00 is payable prior to transfer. By JUST CODE LTD securing your domain name we will accept third party terms and conditions on your behalf. The client will be fully responsible for upholding these terms and conditions which can be provided upon written request.
- 5. Search Engine Promotion:** If Search Engine Optimisation has been agreed as part of the contract the client must be aware that JUST CODE LTD are not responsible for ongoing web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract should be agreed. The order in which websites are ranked upon a natural search, is controlled by the search engines. While we can optimise your site initially for this by making it search engine friendly, we regret it is not possible to make any guarantees on ranking position.
- 6. Cancellation / Refunds:** Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place, costs incurred and a minimum admin fee of £50.00 and shall be invoiced accordingly. All deposits are non refundable.
- 7. IMPORTANT! Website Content:** You must ensure that we do not receive delays as a result of late delivery of the material and or content required to complete your website.

We respectfully ask that you provide all the required information in *advance*. On any occasion where we are delayed because you have not provided this information, we reserve the right to impose a surcharge of £100.00 in addition to the agreed site cost, plus expenses. If agreed material is delayed by a period of four weeks or more, we reserve the right to close the account. The outstanding balance then becomes immediately payable. In this circumstance the client is responsible for 85% of the agreed price as a minimum fee and possibly up to 100% plus expenses/costs. This is to cover potential loss of other work due to being tasked with the clients site.

- 8. Travel Time and Travel Expenses:** (Upon commencement of the project) travelling time to and from customer premises is not generally included in our quotation. JUST CODE LTD reserve the right to make a charge for travelling time at our current hourly rate. Along with either a mileage allowance of £0.50 per mile or the value of the train ticket required, along with any other travel costs.
- 9. Quotations:** The price quoted to the client is for the work specifically agreed on the quotation only. Should the client decide that changes are required after work on the website has commenced there may be a surcharge. Should we need to purchase stock photos on your behalf the cost of these will be added to your invoice. All quotes are valid for a maximum of 2 weeks.
- 10. Payment - Advance Fee:** An advance fee is payable for sites undertaken, unless agreed otherwise for all jobs under the value of £100.00 are payable in advance. All sites under £500.99 50% of the total cost is payable.  
All sites over the value of £501.00 a 30% deposit is required upon us providing a link of the almost complete site a further balance of 50% is required within 7 days of providing said link. The remaining 20% is due 7 days after the site is complete the site must be complete no longer than 30 days from the date of providing the link.  
These sums are required before work on your project can start. Clients should note that by paying this advance fee or by confirming an order verbally or in writing they agree to our terms and conditions, and payment will be taken as acceptance of the said terms and conditions.  
We may from time to time agree with the client other amounts for an advanced fee. Should work commence prior to payment for any reason the deposit is still required and should be paid immediately.
- 11. Payment Methods:** Unless otherwise agreed, payment is only accepted by cash, bankers draft in UK Pounds Sterling. If you wish to pay by cheque this must be agreed in advance :**Note, all cheques are subject to an admin/banking fee of £10.00 Any cheque that is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £40.00 this is to cover costs and our admin fees. Futher payments will then only be accepted as cash or direct transfer.**
- 12. Payment of Balance:** Payment terms are as set out above based on the value of your project. We reserve the right not to launch a website until full payment has been received or to take down a web site that has already been made live.
- 13. Late Payment A:** Any websites previously launched may be removed if payment is not forthcoming. When this occurs an additional minimum charge of £50 will be required to have the site restored.
- 14. Late Payment B:** Accounts that have not been settled within 7 days of our final reminder will incur a late payment charge of 10% of the amount outstanding. You will also be charged statutory interest of 8% above the reference rate (fixed for the six month period within which date the invoices became overdue) pursuant to the late payment legislation. Should court action be required to settle the account all costs associated with this will be sought from the client.
- 15. Cross browser compatibility:** Please note that as of 25<sup>th</sup> October 2011 we will no longer support IE6,7 or 8 as a compatible browser. This is due to the lack of functionality and support offered for this product, along with browser usage data that confirms rapidly dwindling numbers of users view sites with IE6,7 & 8. Anyone wishing a site to be compatible with IE6,7 & 8 should contact us and discuss this matter for an additional price for this work. Stats showing usage of browsers can be found here - [http://www.w3schools.com/browsers/browsers\\_stats.asp](http://www.w3schools.com/browsers/browsers_stats.asp)  
Should you require your site to be compatible with these versions this must be agreed prior to starting work on your site in writing. Our testing usually covers various devices and browsers from approximately a 2 year period. For more information please contact us.
- 16. Future Support:** Your website will be handed over as a fully functioning, completed work. Unless it has been agreed beforehand JUST CODE LTD is not responsible for future support. Support can be provided upon request for an agreed fee. *Your website is offered as a single contract and no guarantee of the availability of future support from JUST CODE LTD is offered unless an ongoing SLA (Service level agreement) has been agreed. This includes future browser compatibility.* You may find from time to time that your site needs -

- to be updated depending on the platform the site has been built with. This support does not form part of the initial web site build contract. Future browser compatibility would also not be covered in the initial site build contract.

- 17. Future Site Problems:** Problems caused by malicious software, spyware, viruses and website hacking are a fact of life on today's Internet. It is highly unlikely that these will affect your website, JUST CODE LTD will endeavour to protect it from this as much as we can during its creation, but after the website is handed over we cannot be held responsible for problems caused by illegal activity or the actions of others.
- 18. Hosting:** JUST CODE LTD are pleased to offer web hosting in partnership with a third party. By requesting us to organise this for you, you are agreeing to the third party terms and conditions and you accept you are fully responsible for upholding these terms and conditions. JUST CODE LTD can be in no way responsible for failure of the third party to uphold their agreement in any way. Any site failure (down time) or lose of service or compensation should be discuss with the third party. We reserve the right to charge a small admin fee for organisation and setup of the third party service. Third party terms and conditions are available on request.
- 19. Hosting payments:** Clients that take hosting with us either with or without a web site created by us agrees to a minimum term of 12 month, should you wish to cancel for any reason before the end of your 12 month term (with the exception of the 8 week notice period) any outstanding monthly payments become immediately payable plus a cancellation fee of £25.00 We require 8 weeks written notice for cancellation prior to the end of your 12 month term. Failure to give such notice will incur a cancellation fee of £25.00 If we chose to offer free hosting, you may not use this hosting for a web site not built by us, or advertise any web service we provide from any other company. In addition any free hosting services will be offered with limited bandwidth and files sizes. Should you exceed these a fee may become payable. All annual hosting and domain fees will be automatically billed.
- 20. Access to Client Hosting Space:** We may require ongoing access to our clients' hosting space to allow us to support and monitor their websites. This access is via a user ID and password combination, which the client may change after the website is handed over. If the client chooses to change the password we will no longer have access to the website and further support will not be possible. We cannot be held responsible for any changes made to the website by the client or the client's agents. Failure to provide these details will prevent your site upload. If you wish your site to be hosted on your dedicated server this can be arranged, however an admin fee of £50.00 may apply.
- 21. Website Files:** We are happy to provide the website files to our clients presuming that the account has been settled in full. It does take time to export some files and as such a charge of £50.00 will be made for providing site files. This payment is required in full prior to handing over files.
- 22. 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 current online trading laws and regulations.  
We cannot accept responsibility for any failure to comply with laws and 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 may exist we recommend that the client takes legal advice from their company lawyer.
- 23. Validity of Quotation:** Unless otherwise agreed any quotation provided will be valid for 2 weeks from the date of receipt.

**Notes:**

Should JUST CODE LTD waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit JUST CODE LTD to waive the same clause on any other occasion.

**By agreeing to these terms and conditions your statutory rights are not affected.**

Just Code Ltd reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact us.