

# Website Development Terms and Conditions

## 1. DEFINITION OF TERMS

**BUSINESS AND IT LTD**, 61 Cleveland Way, Stevenage, Herts, SG1 6BH trading as VICON SOLUTIONS.

**The Client** - the entity which enters into a contract with VICON SOLUTIONS

**Domain Name** - the root address of a website, e.g. www.webaddress.com. All such names must be registered with the appropriate naming authority, which will usually charge 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.

**The Work** - the subject matter of the contract between the Client and VICON SOLUTIONS.

## 2. FEES

### 2.1

#### **Fee Payable**

A non-refundable deposit, if included in the contract, of 40% of the total fee payable under the contract is due immediately upon the signing of the contract. The remaining 60% shall become due when 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. VICON SOLUTIONS reserves the right not to begin the Work until the said deposit has been paid in full. The fee quoted in the contract does not include the cost of domain registration, hosting set up fee or hosting.

### 2.2

#### **Maintenance Fees**

Maintenance, if included in the contract, shall be on a month to month basis. Fees will be assessed on an hourly basis at our standard hourly rate. No fee will be required in a month where no updating is necessary. Search engine re-submissions, other than the original submission included in the contract fee, shall be included in the maintenance fee.

### 2.3

#### **Monthly Contract Fees**

Monthly Contract Fees, if included in the contract, shall be paid in advance on a month to month basis. If you are on a Monthly Contract, please ensure you have reviewed section 5.4 with regards to Intellectual Property Ownership. The client also agrees to pay the amounts required up to the minimum contract term as agreed at the time of order placement.

## 3. DISCLAIMERS

### 3.1

#### **Third Parties**

VICON SOLUTIONS can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Website, although VICON SOLUTIONS will endeavour to ensure that Website downtime is kept to a minimum.

### 3.2

#### **Maintenance and Correction of Errors**

VICON SOLUTIONS takes no responsibility for the functionality or maintenance (unless a maintenance or monthly payment plan contract is in place) of the Website after the Work has been completed. Errors (both technical and typographical) attributable to VICON SOLUTIONS will be

corrected free of charge, but VICON SOLUTIONS reserves the right to charge a reasonable fee for correction of errors for which VICON SOLUTIONS 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 VICON SOLUTIONS 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 VICON SOLUTIONS 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 minimize possible losses as a result of software failure. If you are on a Monthly Fees contract, Vicon Solutions will take responsibility for backups on your behalf.

### **3.5**

#### **Status and Duration of Offers**

Proposals and offers are valid for a period of one month from the date issued. VICON SOLUTIONS 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.

### **3.6**

#### **Search Engine Listings**

VICON SOLUTIONS does not guarantee listings on Search Engines and the Client accepts that it is Search Engines and not VICON SOLUTIONS 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. VICON SOLUTIONS does not control Search Engines' algorithms and huge shifts can appear daily, weekly and even hourly.

## **4. COMPLETION OF WORK AND PAYMENT**

### **4.1**

#### **Completion of Work**

VICON SOLUTIONS warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. VICON SOLUTIONS will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. VICON SOLUTIONS 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 VICON SOLUTIONS 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, VICON SOLUTIONS 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 21 days, VICON SOLUTIONS 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 VICON SOLUTIONS, 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 VICON

SOLUTIONS 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 60% balancing payment under Clause 2.1 Fee Payable will become due (if applicable). The Contract will remain in effect until all obligations have been completed in terms of this Clause.

#### **4.4**

##### **Rejected Work**

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by VICON SOLUTIONS to remedy any points reported by the Client as unsatisfactory, and VICON SOLUTIONS considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and VICON SOLUTIONS 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, VICON SOLUTIONS will invoice the Client for the 60% 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 21 days of the date that the invoice was issued.

#### **4.6**

##### **Remedies for Overdue Payment**

If payment has not been received by the due date, VICON SOLUTIONS has the right to suspend on-going work for Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 21 days after the due date, VICON SOLUTIONS 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, VICON SOLUTIONS 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 VICON SOLUTIONS to potential clients should be treated as trade secrets and remain the property of VICON SOLUTIONS. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorization from VICON SOLUTIONS. 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 VICON SOLUTIONS for inclusion on the Website. The conclusion of a contract between VICON SOLUTIONS and the Client shall be regarded as a guarantee by the Client to VICON SOLUTIONS 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 VICON SOLUTIONS and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

#### **5.3**

##### **Domain Name**

Any Domain Name obtained will belong to the Client. The Client agrees to indemnify VICON SOLUTIONS, 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

### **Licensing**

Once VICON SOLUTIONS has received full payment of all outstanding invoices and the Work has been approved by the Client in accordance with Clause 4.3 hereof, the Client will be granted a licence to use the Website and its contents.

If you are on a Monthly Fees Payment Plan, your website will remain the property of Vicon Solutions until twenty-four months of consecutive payments are made. Upon this anniversary, you are free to take a copy of the website for transfer if required.

## 5.5

### **Trade Secrets**

Any code that is not freely accessible to third parties and not in the public domain, and to which VICON SOLUTIONS 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 VICON SOLUTIONS. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which VICON SOLUTIONS or their suppliers owns the copyright. VICON SOLUTIONS acknowledges the intellectual property rights of the Client. Information passed in written form to VICON SOLUTIONS, 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**

VICON SOLUTIONS 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 VICON SOLUTIONS**

VICON SOLUTIONS 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 VICON SOLUTIONS.

### 6.3

#### **Supply and Pricing of Services**

VICON SOLUTIONS 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 VICON SOLUTIONS 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.