

TERMS AND CONDITIONS

By placing an order with **preWeb IT Solutions** you confirm that you are in agreement with the terms and conditions below.

I Definitions:

"The Client": The company or individual requesting the services of preWeb IT Solutions

"preWeb IT Solutions" or **"preWeb"**: Primary designer/service provider

II General

preWeb IT Solutions will carry out work only where an agreement is provided either by email or on receipt of a written signed letter. preWeb will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be in place following the client's agreement to these terms and acceptance of a contract between preWeb IT Solutions and the client.

III IT Support

Payment Terms for IT Support

Invoices will be raised on completion of works or on a monthly basis as agreed on commencement of the contract with the client.

Payment must be made within 14 days of date of invoice.

Pre-Contract Site Survey

To agree what level of service is required, preWeb will undertake an initial free of charge on-site survey for new clients of up to 1 hour.

This will provide a summary of hardware and software, main functions and users, any ongoing problems/immediate issues that will need to be resolved or planned for, recommendations and ongoing maintenance costed accordingly and will identify any third party software or dial up settings required for delivery of specific company services or products.

The Maintenance Service

preWeb IT Solutions are able to offer a quality maintenance service on most items of computer and related equipment. Unless otherwise agreed, the equipment serviced and maintained should be:

- IBM compatible
- PCs running Microsoft Operating Systems/software
- Computer Network Infrastructure (switch/hub/routers/cabling)

Replacement Parts

preWeb IT Solutions will endeavour to source and supply any replacement parts that are not covered by manufacturer's warranty. These will be invoiced to the customer accordingly and must be paid within our standard payment terms i.e. 14 days from date of invoice.

Fault Reporting Procedure

Faults should be logged via telephone on 07590 196914 or via email to **support@prewebit.co.uk**. Please provide your name, company, location and telephone contact details, equipment details, and a full description of the fault symptoms, including any error messages. If a full description is not given, this could lead to delays in service as cases will be prioritised based on the fault description.

preWeb IT Solutions' support service is delivered either within agreed response time by telephone, email, remote access or by a mutually agreeable call out date and time dependant on problem, urgency, location and access. (Please note that these arrangements can only be met if logged through the above reporting procedure).

preWeb's standard working hours are 8.30am to 6.00pm Monday to Friday.

Virus Damage

Emergency support will not cover repair of virus infection unless the client's computers are running up to date antivirus software.

IV Website Design

Payment Terms for Website Design

A non-refundable deposit of 50% is required with any web design project before any work will be carried out unless agreed otherwise.

Once a website has been designed and completed the final balance of payment is then due in accordance with our standard payment terms of 14 days from date of invoice. This payment must be received prior to the website being made generally available for use. There are no exceptions to this, i.e. if the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay the full amount for the work that has been done. Non-payment will result in legal action being taken if necessary.

Website Design and Maintenance

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, preWeb cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The client is expected to test fully any website developed by preWeb IT Solutions before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, preWeb will correct these issues at the standard hourly rate

The website, graphics and any programming code remain the property of preWeb IT Solutions until all outstanding accounts are paid in full.

The client agrees to make available as soon as is reasonably possible to preWeb all materials required to complete the site to the agreed standard and within the set deadline.

preWeb IT Solutions cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

preWeb IT Solutions retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

preWeb IT Solutions retain the right to refer other prospective clients to your website as testimonial or reference material.

preWeb IT Solutions reserves the right to a reasonable credit on the website with a hyperlink to its own website.

Website Hosting

Where web sites are hosted on servers not recommended by preWeb IT Solutions, the client is expected to provide or seek any information, additional software support or co-operation pertaining to the server required in order for the website to be correctly developed.

We offer website hosting services by buying server space from 1&1 Internet Ltd.

preWeb IT Solutions will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

Payment Policy

We accept payment via cheque, cash or BACS transfer. Website hosting fees are paid annually and the first year's charges are included in the original project costings and are non-refundable. preWeb IT Solutions reserve the right to change prices at any time. Annual payment of any associated web hosting charges will be invoiced accordingly in accordance with our standard payment terms.

Payment of Accounts

If accounts are not settled within the standard payment terms of 14 days from date of invoice or preWeb have not been contacted regarding any delay, access to the related website may be denied and web pages removed. We will then pass such cases to the Small Claims Court to pursue payment. Non-payment can result in County Court Judgments (CCJs) being added to the client's credit rating.

Following consistent non-payment of an invoice, our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

preWeb IT Solutions reserve the right to amend these terms and conditions at any time.