



# Terms & Conditions

The following terms and conditions apply to all website development / design services provided by Boost-IT Services LTD to the Client.

## 1. Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

## 2. Charges

Charges for services to be provided by Boost-IT Services LTD are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days. Boost-IT Services LTD reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all website design services require an advance payment of a minimum of twenty five (25) percent of the project quotation total before the work is supplied to the Client for review. A final payment of the remaining balance needs to be paid upon completion of the work, prior to upload to the server or release of materials.

Payment for services is due by cheque or bank transfer. Cheques should be made payable to Boost-IT Services LTD and sent to 3 Broad Ings Way, Shelf, Halifax, HX3 7NJ. Bank details will be made available on invoices.

## 3. Client Review

Boost-IT Services LTD will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies Boost-IT Services LTD otherwise within ten (10) days of the date the materials are made available to the Client.

## 4. Turnaround Time and Content Control

Boost-IT Services LTD will install and publicly post or supply the Client's website by the date specified in the project proposal, or at date agreed with Client upon Boost-IT Services LTD receiving initial payment, unless a delay is specifically requested by the Client and agreed by Boost-IT Services LLP.

In return, the Client agrees to delegate a single individual as a primary contact to aid Boost-IT Services LTD with progressing the commission in a satisfactory and expedient manner.



During the project, Boost-IT Services LTD will require the Client to provide website content; text, images, movies and sound files.

## **5. Failure to provide required website content:**

Boost-IT Services LTD is a small business, to remain efficient we must ensure that work we have programmed is carried out at the scheduled time.

We ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%.

If you agree to provide us with the required information and subsequently fail to do within one month of project commencement, we reserve the right to close the project, returning none of the client's investment. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.

NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. [Contact us](#) if you need clarification on this.

## **6. Payment**

Invoices will be provided by Boost-IT Services LTD upon completion but before publishing the live website. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be reviewed and re-issued with a 10% additional charge. This will continue every thirty (30) days until balance is paid.

Monthly payments should be paid through Direct Debits to Boost-IT Services LTD. They should be on the agreed date between Boost-IT Services LTD and the client, each month until contract termination. If payment is not received thirty (30) days after the agreed date, Boost-IT Services LTD hold the right to terminate the current contract and any following services.

## **7. Additional Expenses**

Client agrees to reimburse Boost-IT Services LTD for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc. These costs will be agreed before purchase.

## **8. Web Browsers**

Boost-IT Services LTD makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g.



Firefox, Internet Explorer, Google Chrome, etc.). Client agrees that Boost-IT Services LTD cannot guarantee correct functionality with all browser software across different operating systems.

Boost-IT Services LTD cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, Boost-IT Services LTD reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

## **9. Default**

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on Boost-IT Services' Web space, Boost-IT Services LTD will, at its discretion, remove all such material from its web space. Boost-IT Services LTD is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay Boost-IT Services LTD reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Boost-IT Services LTD in enforcing these Terms and Conditions.

## **10. Termination**

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

## **11. Indemnity**

All Boost-IT Services LTD services may be used for lawful purposes only. You agree to indemnify and hold Boost-IT Services LTD harmless from any claims resulting from your use of our service that damages you or any other party.

## **12. Copyright**

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Boost-IT Services LTD the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Boost-IT Services LTD permission and rights for use of the same and agrees to indemnify and hold harmless Boost-IT Services LTD from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to Boost-IT Services LTD that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.



### **13. Standard Media Delivery**

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered on floppy disk or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by Boost-IT Services LTD to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

### **14. Design Credit**

A link to Boost-IT Services LTD will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, Boost-IT Services LTD will honour the request.

### **15. Post-Placement Alterations**

Boost-IT Services LTD cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

### **16. Governing Law**

This Agreement shall be governed by English Law.

### **17. Liability**

Boost-IT Services LTD hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of Boost-IT Services LTD to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

### **18. Severability**

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be



replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid.