General Terms of Business – Web Site Contract

Web Site Contract

This contract and all documents, services and materials provided by SOHO IT Solutions are subject to the details set out below. The placing of any written order with SOHO IT Solutions shall be deemed to confirm acceptance of these conditions.

1.   Scope of Project

Detailed information on the specifics of project scope is to be found in the attached project quote and technical specification documents. SOHO IT Solutions allow for two revisions to the scope of a project during both the design and prototype phases. Should the scope of the project change more than twice the client will be subject to additional charges at the normal hourly rate of £35 for any extra design or programming work.

2.   Deliverable Dates

All dates provided are liable to change if SOHO IT Solutions is not provided with required information in a timely manner. All web site designs & web prototypes need to be signed off before SOHO IT Solutions will proceed to the next stage. Any delay in signing off or requests for changes in scope of the project may affect the deliverable dates. A sign-off may be verbal or in writing/email.

3.   Costs Incurred

Should any costs be incurred during the design or build of the web site of the following nature they will be added to the final invoice:

- Stock Photography Purchases
- Web Components Purchases
- Software Purchases e.g. CMS like Adobe Contribute

The client will always be notified of the cost of such items prior to any purchase. The budget and schedule are based on all verbal and written information before SOHO IT Solutions at the time of preparation. SOHO IT Solutions reserve the right to review these arrangements and make additional reasonable charges, if after acceptance; the content is amended or altered for any reason by the customer, or as the result of any other circumstances beyond SOHO IT Solutions's direct control.

4.   Design

Where a project includes design work SOHO IT Solutions will provide a maximum of two design visuals. These can be revised twice based upon client feedback. Thereafter a fee will apply for further design revisions.

5.   Content Capture & Changes

All content must be provided to SOHO IT Solutions in digital format and in its final version. Any changes to content or non-digital format may incur extra charges and affect the delivery date of the project.

6.   Intellectual Property & Copyright

SOHO IT Solutions will retain all intellectual property rights to any programming code that is used within the web site project, i.e. XHTML/CSS, programming, SQL Stored Procedures. The client will retain all copyright of the images and content. Copyright remains with SOHO IT Solutions until final payment for the project is received, when copyright in full for the defined use will be passed to the client.

7.   Data Protection

The client will be responsible for the data protection of any information supplied to SOHO IT Solutions, e.g. list of email addresses for database insertion or email marketing purposes.

8.   Maintenance Contract & Technical Support

SOHO IT Solutions will offer limited technical support beyond normal web site set-up. i.e. aid in set up of email accounts or ftp access to web site. There is a limit of 1 hour support, beyond that a charge will be made for any technical support required. Should further support be required on an ongoing basis a maintenance contract may be discussed.

9.   Payment of Fees

SOHO IT Solutions operate a staggered payment policy to protect both SOHO IT Solution's and the client's interests. Payment will be required in the following format:

- 30% payable upon signing of contract
- 30% payable upon signing off design
- 40% payable upon completion of project

Invoices are payable within 10 days and SOHO IT Solutions retain the right to charge 5% of the balance for each month that a payment is delayed. SOHO IT Solutions have the right to bill a staggered payment should the client delay in sign-off of a design/prototype or not provide site content within 10 days of a request being made. Should the client delay indefinitely this will be viewed as a "breach of contract" and SOHO IT Solutions will invoice the remaining balance due and payable. Payment will always be made in compliance with the arrangements laid out in the schedule. Failure to meet the payment arrangements may result in the temporary cessation of work on the project with the possible resulting delay in its completion or delivery. SOHO IT Solutions are VAT registered and therefore all figures are subject to VAT at the appropriate rates.

10.   Cancellation

Should the contract be cancelled by the customer at any stage, SOHO IT Solutions reserves the right, regardless of reason for such cancellation, to bill the value of the project which has already been committed to, plus expenses up to the date of written cancellation being received by SOHO IT Solutions

11.   Project Completion

A project will be defined "complete" when the web site is live and all aspects agreed in the contract have been met. All assets will be handed over to the client and be the legal owner of all specified copyright. All search engine optimisation and marketing work is subject to a separate contract due to its potential ongoing nature.

12.   Web Site Hosting

During hosting of the web site we will not be responsible for any content not directly uploaded by SOHO IT Solutions. Nor will we be liable for the content you enter onto your web site.

13.   Sub-Contracting

SOHO IT Solutions reserve the right to sub-contact work at its discretion.

14.   Notices

Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at his/her registered office.

15.   Severance

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question will not be affected.

16.   Law

Any contract between SOHO IT Solutions and the client shall be subject to the laws of England.