

Terms of Service

1. Definitions

The following Terms of Service document is a legal agreement between Marsco Web Solutions, hereafter the 'Developer', and the customer, 'the Client', for the purposes of website design or development. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

The Developer is an Internet web solutions provider offering the Client graphical design and functional solutions using HTML, CSS, Javascript, PHP, Joomla! and other related computer programming languages.

2. Acceptance of Work

Quotations are valid for 30 days from the date of issue. When the Client places an order to purchase a website or website updates from the Developer, the order represents an offer to the Developer to purchase the website or website updates. No contract for the supply of services exists between Client and Developer until the Developer sends an invoice to the Client for payment. The invoice equals acceptance by the Developer (or third party developer) of the Client's offer to purchase services from the Developer and this acceptance of work is a valid contract between Client and Developer regardless of whether the Client receives the invoice.

Any other services on the order that have not been included in the invoice do not form part of the contract. The Client agrees to check that the details of the invoice are correct and should print and keep a copy for their records. The Developer is liable to withdraw from the contract at any time prior to acceptance.

Additional work requested by the Client that is not specified in the agreed quotation is subject to an additional quotation by the Developer on receipt of the specification. If the work is needed as part of an existing project, then this may affect time scale and overall delivery time of the project.

If a functional specification and a set of testing criteria are included within the quotation, the Developer is responsible for fulfilling the testing criteria as the sole criteria for completion of the contract.

The Client agrees that the standard development platform is an agreeable platform for the development of the website and all acceptance testing will occur only on the standard development platform. The Client further agrees that any requests relating to hardware or software outside the standard development platform will be deemed additional work.

The Client agrees to provide any needed information and content required by the Developer in good time to enable the Developer to complete a design or website work as part of an agreed project.

Please note: the client has the sole responsibility for adding site content. The Developer does not add content to a website (web pages, products etc.). The Developer provides the working website and a Content Management System which is designed for the client to make full use of and add material themselves. Should an agreement be made between The Developer and the client for the inclusion of content then the following rules apply;

1. All content must be provided in a timely fashion. "If the content is not given quickly enough then The Developer will complete the website and the CMS with basic templates requiring the client to add the content themselves. The project will then be treated as completed and all project fees will be owed.

2. Once content has been added by The Developer then no further alterations will be made by The Developer. "All additional changes will be chargeable.

3. The Developer is not responsible for proofreading the content or checking for incorrect information this is the sole responsibility of the client.

4. Content CANNOT be taken from other websites. The Developer will not check if content provided is taken from other sources.

3. Permission and Copyright

Copyright of the completed web designs, images, pages, code and source files created by the Developer for the project shall be with the Client upon final payment only by prior written agreement. Without an agreement, ownership of designs and all code is with the Developer.

These terms of use grant a non-exclusive limited license so that the Client can use the design on one website on one domain name only. The Client is not permitted to use a design for more than one website without prior written agreement between the Client and the Developer.

The Client agrees that resale or distribution of the completed files is forbidden unless a prior written agreement is made between the Client and the Developer.

The Client hereby agrees that all media and content made available to the Developer for use in the project are either owned by the Client or used with full permission of the original authors. The Client agrees to hold harmless, protect and defend the Developer from any claim or suit that may arise as a result of using the supplied media and content.

The Client agrees that the Developer may include development credits and links within any code the Developer designs, builds or amends. If the Developer designs a website for a Client, then the Client agrees that the Developer may include a development credit and link displayed on the Client's website. If the Developer builds or amends a website for a Client, then the Client agrees that the Developer may include a development credit and link displayed on the Client's web page, which may be within the code but not displayed on a web browser if requested by the Client.

The Client agrees that the Developer reserves the right to include any work done for the Client in a portfolio of work.

The Client agrees to abide by the terms of any third party software or media included within any work done for the Client. Examples of this include, but are not limited to, Google-maps, Media under the Creative Commons license, RSS feeds, Open Source GPL Software etc.

4. Material

The Developer reserves the right to refuse to handle:

1. Any media that is unlawful or inappropriate.
2. Any media that contains a virus or hostile program.
3. Any media that constitutes harassment, racism, violence, obscenity, harmful intent or spamming.
4. Any media that constitutes a criminal offence, or infringes privacy or copyright.

5. Domain names and Hosting

The Developer can, at its own discretion, but is not obliged to, offer domain name registration and hosting via a third-party service.

The Client agrees that registration of a domain name does not provide an endorsement of the right to use the name. The Client is responsible for ensuring they have due title to the domain name. The Developer holds no liability and the Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's registration of a domain name.

The domain name is registered in the Client's own name, with the address and contact details of the Developer. The Client should be aware that a domain name is registered with a third party and as such the Client shall agree to fully abide by the terms and conditions set out by the third party for such services.

The Client agrees to take all legal responsibility for use of third-party domain name and hosting services and supply truthful details to the third party services.

The Client agrees that information submitted for registration of domain names is then available to the general public via the Nominet Whois system. However, Clients who are using their website for non-trading purposes may ask the third party registrar for their contact information not to be included in the Nominet Whois system.

The Client is liable to pay the Developer for any domain name registrations and the initial set-up of the hosting if included as part of the website build.

Any support relating to the domain name, hosting and email services are between the Client and the third-party service.

Any other domain name and hosting services or costs not included by the Developer, including but not limited to further domain name registration fees, domain name transfer charges, yearly domain name renewals, hosting charges, yearly hosting renewals, hosting upgrades, extra disk space, bandwidth and any other related or hidden charges, are to be paid by the Client to the third party services.

The Client agrees to pay the domain name and hosting fees as soon as required by the third party. Any modifications needed to the domain name or hosting services are to be made between the Client and third-party service.

The Client agrees that if at any time their contact details, including email address, change, it is their responsibility to contact the third party and update their contact details. Failure to do so may mean that renewal invoices for the domain name and hosting services are not received by the Client.

Payment for a domain name and hosting services is to be made immediately upon receipt of an invoice from the third party service. Failure to comply with the payment terms may result in the Client's domain name becoming available to another party and/or the website and email services becoming unavailable.

The Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account that the Developer requires uploading the website if required as part of a project.

The Developer reserves the right without notice to cancel, reject or refuse work with domain names or hosting services without reason for such rejection or refusal.

The Client agrees to be liable for their use of the domain name, hosting and email services with the third party and hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material and use of the domain name, hosting and email services.

The Client agrees to take full responsibility for all usage of the domain name, hosting and email services and to fully abide by the terms and conditions set out by the third party for such services.

5. Projects

The Client agrees that an HTML page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of HTML code by Internet browser software. The Developer agrees to try to match the design as closely as is possible when building the code.

During a website project, it is important that the Client communicates information to the Developer to achieve the required result.

If the Client requests a design or content alterations to pages that have already been completed, new pages or different functionality other than that specified in the original quotation, the Developer reserves the right to quote separately for these alterations.

If optimised pages are included as part of the project, the Developer will optimise the Client's web pages that already make up part of the project. Optimised pages are not part of new pages. The optimisation of the web pages can include the meta tags, keywords, description, title, alt tags and text provided by the Client.

The Developer endeavours to create pages that are accessible to search engines. However, the Developer gives no guarantee that the site will become listed with search engines.

If an error or issue with the design or code arises during the development phase of the project, which does not allow the design or code to match the original specification, then the Client agrees that the Developer can apply a nearest available alternative solution. Once a site is live (or the site is ready to go live and merely requires the customer to add content) then the project is deemed to be complete. The client has 2 months in which to provide evidence of errors caused by the Supplier, these will be reviewed and if errors are genuinely caused by the Supplier they will be put right. If errors are caused by the client (i.e. during the use of the Content Management System) then steps taken to remedy errors will be chargeable.

The Developer at all times applies reasonable skill and care in the provision of services.

On request, the Developer can create a copy of the website on one CD to be posted to the Client on project completion. A small charge will be made to cover the cost of this unless quoted otherwise.

Once the project is completed, the Developer will upload the website to the Client's live web address is included as part of a project.

After site completion, a Client or a third party of their choosing may wish to edit their website code themselves to make updates. Notification MUST be given to the developer. However, the Client agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the code themselves. If the Client or a third party of their choosing edits the website code and this results in functionality errors or the page displaying incorrectly, then the Developer reserves the right to quote for work to repair the website.

It may also be that any third party will need to pay for any subscriptions or licences for any software on the website.

The Developer reserves the right to assign subcontractors in whole or as part of a project if needed.

The Developer will keep a copy of the site and design source files when a website project is being worked on. However, the Client agrees that it is their responsibility to have regular backups made by themselves or the third party hosting services in case of a software or hardware failure at the third party hosting servers.

All communications between Developer and Client shall be by telephone, email, Skype or postal mail, except where agreed at the Developer's discretion.

6. Accessibility & Web Standards

The Developer tests sites and templates to ensure they comply with WAI accessibility standards to Level A conformance at time of sale. Should the Client request that the Developer alters the site or templates to meet specific WAI accessibility guidelines, or if updated WAI accessibility guidelines were introduced after the site or templates were sold to the Client, the Developer reserves the right to quote separately for any additional work needed. If the Client uses Joomla! and associated extensions Themes or Modules, or other CMS systems that are not built by the Developer, the overall page may not meet WAI accessibility standards to Level A conformance.

The Developer tests sites and templates to ensure they comply with W3C CSS standards as they are at the time of sale. Should updated W3C CSS guidelines be introduced after the site or templates were sold to the Client, the Developer reserves the right to quote separately for any additional work needed. If the Client uses Joomla! and associated extensions Themes or Modules, or other CMS systems that are not built by the Developer, the overall page may not meet W3C CSS standards.

The Developer shall make every effort to ensure sites are designed to be viewed by the majority of visitors. Sites are designed to work with the standard development platform, which includes recent versions of the main browsers, Internet Explorer and Mozilla Firefox. The Client agrees that the Developer cannot guarantee correct functionality with all browser software across different operating systems.

The Client agrees that, following the handover of files, any updated software versions of the browsers detailed in the standard development platform, including the browsers Internet Explorer and Mozilla Firefox, domain name set-up changes or hosting set-up changes thereafter may affect the functionality and display of their website. As such, the Developer 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, domain name or hosting changes.

The Client agrees that more advanced applications on a website page may require a newer browser version or plug-in.

7. Payment Terms

Prices are subject to change without notice.

All quoted prices here are exempt of VAT.

Payments are made on a staged basis with each stage paid in advance of any work. All invoices must be paid in full within 7 days of the invoice date, except where agreed at the Developer's own discretion. All payments are made on a staged basis and NO further work will commence until each staged-payment has been made.

The Developer reserves the right to decline further work on a project if there are invoices outstanding with the Client.

The Developer reserves the right to remove its work for the Client from the Internet if payments are not received.

8. Liability and Warranty Disclaimer

The Developer provides their website and the contents thereof on an 'as is' basis and makes no warranties with regard to the site and its contents, or fitness of services offered for a particular purpose. The Developer cannot guarantee the functionality or operations of their website or that it will be uninterrupted or error-free, nor does it warrant that the contents are current, accurate or complete.

The Client agrees that the Developer is not liable for any bugs, performance issues, virus, trojan, or malware attacks or failure of their Joomla! and associated extensions software as Joomla! and associated extensions are open-source software distributed under the GPL ("GNU General Public License") and is maintained and developed by a community of thousands of users and developers. Any bugs, performance issues or failure with the software will be directed to the Joomla! and associated extensions Development community via Joomla! and associated extensions. It will be necessary to regularly update Joomla and other necessary extensions (and any other software used in the website). Unless a support contract is opted for by the client then updates are NOT the responsibility of the developer. Therefore the developer cannot be held responsible for any faults, bugs, viruses, trojans, malware etc., or problems occurring on the site or with the hosting.

If the client chooses not to host the website on the developers hosting solution then the developer reserves the right to not upload the website or set-it-up on the clients hosting solution, this will be the sole responsibility of the client. The client will be solely responsible for ensuring the website is functional and secure on their hosting solution. The developer will in no way be held responsible for the website or any resulting issues. Should the client allow access to their hosting for the purpose of uploading the website, fixing bugs on the website, or any other request of the developer made by the client in writing (email) then the developer will in no way be held responsible for any faults or issues occurring on the website or the clients hosting. Responsibility for any problems on their hosting solution will lie solely with the client and not the developer.

Should the developer be replacing an existing website created by anyone else other than the developer (either on the clients or developers hosting) then the client is responsible to make suitable backups before the new website can be uploaded. Once the new website is live the developer can in no way be held responsible for the previous website.

The Developer endeavours to provide a website within given delivery timescales to the best of its ability. However, the Client agrees that the Developer is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery timescale.

The Client agrees that the Developer is not liable for any failure to carry out services for reasons beyond its control, including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on a major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

The Developer is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

On handover of files from Developer to Client, the Client shall assume entire responsibility in ensuring that all files are functioning correctly before use.

Whilst every effort is made to make sure files are error free, the Developer cannot guarantee that the display or functionality of the web design or the website will be

uninterrupted or error-free. If, after handover of files, errors are found in code the Developer has created and the standard development platform, domain name set-up and hosting set-up are the same as when work began, then the Developer can correct these errors for the Client free of charge for a period of 3 months, after acceptance of the work. After the 3-month period, the Developer reserves the right to quote separately for any work involved in correcting an error.

If, after handover of files, errors are found in code the Developer has created and the standard development platform, or the domain name set-up or hosting set-up has been changed, the Developer can correct errors and reserves the right to quote separately for any additional work needed as a result of changes to the browser software, domain name set-up or hosting set-up.

Should the Client go into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, the Developer reserves the right to cancel forthwith any projects and invoice the Client for any work completed.

The Developer shall have no liability to the Client or any third parties for any damages, including but not limited to claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages or website, even if the Developer has been advised of the possibility of such damages.

There are sometimes laws and taxes that affect Internet e-commerce. The Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend the Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet e-commerce.

The Developer may from time to time recommend to the Client that updates are needed to their site, including but not limited to new legislation compliance, software compatibility and web standards. The Developer reserves the right to quote for any updates as separate work. The Client agrees that the Developer is not liable for any failure to inform or implement these updates to their site. The Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

9. Indemnification

The Client agrees to use all Developer services and facilities at their own risk and agrees to defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, costs, losses and claims, including but not limited to legal fees against the Developer or its associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties.

The Client agrees that this indemnification extends to all aspects of the project, including but not limited to website content and choice of domain name.

The Client also agrees to indemnify, hold harmless and defend, the Developer against any liabilities arising out of injury to property or person caused by any any product or service sold by the Client or any service provided or agreed to be provided or by third parties, including but not limited to infringement of proprietary rights, misinformation, infringement of copyright, delivery of defective services or products that are harmful to any company, person, business, or organisation.

10. Nondisclosure

The Developer and any third party associates agree that, unless directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential

information. The Client agrees that it will not convey any confidential information about the Developer to another party unless directed by the Developer.

11. Privacy Policy

The Developer and any third party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998. This information will also be used to identify the Client in communications with them and to contact the Client from time to time to offer them services or products that may be of interest to or benefit the Client.

12. Interpretation

The Developer reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client in breach of these Terms and Conditions. The Developer shall be the sole arbiter in deciding what constitutes a breach. No refunds will be given in such a situation.

Where one or more terms of this 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 by law.

Any and all matters pursuant to this agreement are governed by English Law and are under exclusive jurisdiction of the English Courts.

This agreement shall be governed by the laws of England and Wales which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.

By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges having read, understand, and accept the Terms and Conditions of this Agreement and agrees to be legally binding by these Terms and Conditions.

The Developer reserves the right to alter these Terms and Conditions at any time without prior notice.

13. Statutory Rights

These Terms and Conditions do not affect your statutory rights as a consumer.