

TERMS OF BUSINESS (Web Design and Development Services)

These are the standard Terms of Business for the provision of Website Design and Development Services by BizGen Ltd, a company incorporated in England and Wales (registered no. 06682135) whose registered office is at 34 Coventry Close, Corfe Mullen, Dorset BH21 3UP.

BizGen Ltd reserves the right to change these Terms of Business at any time without prior notice to you, so please check them regularly.

If any conflict arises between these Terms of Business (as displayed on our website) and those displayed elsewhere, these Terms of Business (as displayed on our website) shall prevail.

1. Definitions

"BizGen" means BizGen Ltd;

"Client" means the organisation contracting with BizGen Ltd for the provision of web services as identified in the Terms of Engagement;

"Contract" means the contract formed by the acceptance of these Terms of Business together with our Quotation;

"Quotation" means the document provided to the Client by BizGen which outlines the nature of the Services to be provided, the fees payable and the timeframe for completion of the Services;

"Services" means the work to be undertaken by BizGen for the Client as described in the Quotation;

"Terms of Business" means these standard Terms of Business;

"In Writing" or **"Written"** means any communication given or received through written media including, but not limited to, letters, emails and texts;

2. Acceptance

It is not necessary for any Client to have signed an acceptance of these Terms of Business for them to apply. When a Client provides Written acceptance of a Quotation then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these Terms of Business in full.

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

3. Fees

Fees for services to be provided by BizGen are defined in the project Quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days from issue. BizGen 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 and development services require payment in three instalments, all payable within 14 days of the invoice date. The first is invoiced on the first day of work commencing. The second payment is invoiced 1 month later. The third and final invoice is issued a further month later, by which time we anticipate we will have completed the work in question. In the event the work has not been completed we will delay issue of the final invoice until the work has been completed, subject to the delays being our or our third party providers' responsibility.

Where we are unable to complete the work due to delays on the part of the Client or their representatives, e.g. delays signing off design, providing copy and/or information, obtaining approval from compliance, etc. we reserve the right to invoice the final payment as if the work had been completed.

Payment is accepted by direct bank transfer, online direct debit (via Go Cardless - please ask for details), cheque or Paypal (subject to a fee). Cheques should be made payable to "BizGen Ltd" and posted to BizGen Ltd, 34 Coventry Close, Corfe Mullen, Dorset BH21 3UP.

4. Late Payment Policy

In the event of payment not being received within 14 days of the invoice date, a Written (email) reminder will be issued.

Should payment still not be forthcoming a further reminder is issued advising that failure to pay may result in suspension/discontinuation of services.

If payment is still not received we reserve the right to a) suspend services and b) pursue debt recovery action. We will sometimes telephone at this point to give a final 24 hours notice, but this is not guaranteed and is subject to previous payment history.

We operate a client account policy and as such reserve the right to suspend any and all services should the account fall into arrears. We will not be responsible for any consequential loss incurred by the Client's business arising as a result of the suspension of any services. Furthermore, we may charge a £20 + VAT admin fee to reinstate an account following suspension to cover the cost of our time in managing this process.

All client accounts are reviewed annually. A history showing regular late payments may result in our declining to invite renewal of services. In this event, any and all costs relating to transfer of services to another provider will be borne by the Client.

5. Client Review

BizGen 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 BizGen otherwise within ten days of the date the build environment is made available to the Client.

6. Turnaround Time and Content Control

BizGen will install and publicly post or supply the Client's website by the date specified, or at a date agreed with Client upon BizGen receiving initial payment, unless a delay is specifically requested by the Client and agreed by BizGen In Writing.

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

During the project BizGen will require the Client to provide website content, e.g. text, images, movies and sound files.

To remain efficient we must ensure that work we have booked is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that our existing client work is completed within the agreed timescale.

On any occasion where progress cannot be made 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 10%.

If you agree to provide us with the required information and subsequently fail to do so within one week of project commencement we reserve the right to postpone the project and reschedule.

7. Disbursements

The Client agrees to reimburse BizGen for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography, collection of materials from client premises, etc. We always obtain permission from the Client prior to incurring costs outside of our initial Quotation.

8. Web Browser Compatibility

BizGen makes every effort to ensure websites are designed and built to function and display correctly for the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Chrome, Internet Explorer, Safari, Opera and Firefox). BizGen cannot guarantee correct functionality with all browser software across different operating systems.

BizGen 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, BizGen 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.

While most websites will work today on modern mobile devices and operating systems, e.g. Android and Windows phones, we do not automatically design and build for mobile devices unless specified in the Quotation.

9. Termination

Termination of services by the Client must be requested In Writing and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured unless confirmed In

Writing. The Client will be invoiced for design, development and support work completed to the date of cancellation, to be paid in full within 14 days.

11. Indemnity

All BizGen services may be used for lawful purposes only. You agree to indemnify and hold BizGen 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 them, and grants BizGen 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 BizGen permission and rights for use of the same and agrees to indemnify and hold harmless BizGen from any and all claims resulting from the Client's being unable to obtain copyright permissions. A Contract for website design and/or placement shall be regarded as a guarantee by the Client to BizGen that all such permissions and authorities have been obtained. We reserve the right to request evidence of permissions and authorities.

13. Passing of Rights

Once all amounts due to us from you are paid and cleared you are assigned the copyrights and intellectual property to use, as applicable, for the products and services, including, the website which includes the text, graphics, code, animation, audio components and digital components contained within the finished web site.

No such rights as described in above will pass until all amounts due to us from you are paid. This means that we will have a lien over any service, products, data or information. If you have not paid the invoice in full within 2 months from the date of the invoice you agree that you will forfeit your rights.

The rights to photographs, graphics and any third party items such as source code, always remain the property of their respective owners.

14. 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 via e-mail or FTP) and that all photographs and other graphics will be provided electronically in .gif, .jpeg, .png or .tiff format.

If images or copy is provided in a format such that it requires processing, e.g. scanning or typing, we reserve the right to charge for any additional time or disbursements. In this event every reasonable attempt shall be made by BizGen to return to the Client any images or printed material provided for use in creation of the Client's website, but such return cannot be guaranteed.

15. Design Credits

A link to BizGen will appear small type in the footer of the Client's website. If the Client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied.

When total development charges are less than £2,500, a fixed fee of £250 will be applied. The Client also agrees that the website developed for the Client may be presented in BizGen's portfolio.

16. Access Requirements

If the Client's website is to be installed on a third-party server BizGen must be granted temporary read/write access to the Client's storage directories, which must be accessible via FTP. Depending on the specific nature of the project other resources might also need to be configured on the server.

17. Post-Placement and Third Party Alterations

BizGen cannot be held responsible for any alterations caused by a third party to the Client's website once installed. Such alterations include, but are not limited to, additions, modifications or deletions.

18. General

These Terms of Business together with the Quotation constitute the entire agreement between BizGen and the Client in relation to the Services, and supersede all earlier communications. Each party acknowledges that it has not relied on any commitment, representation or warranty in entering into the Contract, other than those expressly set out in the Contract. No amendment or other variation to these Terms of Business by the Client will be effective unless it is In Writing.

19. Governing Law

These Terms of Business and the Terms of Engagement are governed by and construed in accordance with the laws of England, and are subject to the exclusive jurisdiction of the English courts.

20. Liability

BizGen 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 BizGen 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.

21. Force Majeure

BizGen has no liability to the Client if BizGen is unable to provide all or a part of the Services in accordance with the Terms of Business or otherwise as a result of circumstances beyond BizGen's

reasonable control, including without limitation, war, strike, lockout, industrial disputes, riot, civil commotion, acts of Government, fire, blockade, accident, natural catastrophe, disaster.

22. 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.