



Terms & Conditions for Opnes Business Only

Revised: 01st January 2009

(Please ensure that you read and understand these conditions.)

1. **Contract:** The client's approval for work to commence shall be deemed a contractual agreement between the client, Opnes Website Solutions (trading as Opnes); Hereafter referred as Opnes.

Important: Approval for the work to commence and payment of the advance fee indicates that the client accepts the terms and conditions outlined in this document.

2. **Opnes Intellectual Copyright:** Opnes will hold intellectual copyright of any material, including any source code and original images created for the client until payment of the final invoice. At this time it will become the property of the client with the exception of the source code.

3. **Clients Responsibilities with Regard to Copyright:** In situations where the client provides images text and animations for their website they are legally responsible for ensuring that this material does not infringe any copyright. Certain images provided by Opnes in the construction of the website may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in publicity material. The website owner is legally responsible for ensuring that this does not happen. If you require using any images from the site for other purposes please contact us for clarification.

4. **Registration Charges:** All third party costs arising from the registration of a domain name shall be met by the Client. Opnes recommend that clients register their own domain names so that they have full ownership of these but where we have registered a domain name on the client's behalf we agree to transfer this domain name to the client immediately upon request and without charge.

5. **Search Engine Promotion:** Opnes are not responsible for the client's on-going web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimise your site for this we are unable to make any guarantees about the success of any search engine promotion activity.

6. **Cancellation:** Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.

7. Please note that we require all relevant information for the build your website including images (if stock images not supplied), and copy, and all store / product information (if applicable). In the event that information is not supplied or supplied late, will result in a delay in the launch of your new site

NOTE: Text content should be delivered as a Microsoft Word (or similar) document with the pages in this 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.



8. **Travel Time and Expenses:** Travelling time to and from customer premises is not generally included in our estimate. Opnes reserve the right to make a charge for travelling time at our normal consultancy rates. Likewise Opnes reserve the right to charge for travelling expenses based on 45p per mile. (NOTE: There will be no charges for travelling time or expenses incurred before you give your approval for work to commence.)
9. **Quotations:** The price quoted to the client is for the work agreed on the quotation only. Should the client decide that changes are required after work on the website commences, then we will accept these changes with the provision that additional charges may have to be negotiated.
10. **Advance Payment:** An advance of 25% of the total cost of the project is required before work can commence. After work commences this is non-refundable.
11. **Payment terms:** Payment is currently accepted by cheque or bankers draft in UK Pounds Sterling, unless otherwise agreed. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.
12. **Credit Card Payments:** Credit card payments can also be accepted via our Paypal account or Optimal credit card merchant account. These are subject to a 4% surcharge. (Full payment is required in advance if paying by credit card).
13. **Payment:** Payment of any balance will be due within 30 days of final invoice date. Full publication of the Web Pages may take place only after full payment has been received. Any material previously published may be removed if payment is not received. When this occurs a minimum charge of £50 will be required to have the site restored.
14. **Late Payment:** Accounts that have not been settled within 7 days of our final reminder will incur a late payment charge of 10% of the amount outstanding. You will also be charged statutory interest of 8% above the reference rate (fixed for the six month period within which date the invoices became overdue) pursuant to the late payment legislation.
15. **Refunds.** Refunds requests should be given in writing to services@opnes.com. We can only grant refunds for hosting costs and domain names purchases. In the event that a refund is granted on a domain name, the domain name would then become the property of Opnes. Please refer to point 6 in these terms and conditions with regards to cancellations on website builds.
16. **Delivery.** Delivery of websites are agreed between the client and Opnes on a per project timeframe. Please refer to point 7 in these terms and conditions about client delivery of content.
17. **Future Support:** The website is provided to and accepted by the client as a fully functioning, completed work. Opnes is not responsible for future support. This can normally be provided upon request and for an agreed fee. No guarantee of future support is given unless an ongoing support package is negotiated.
18. **Future Site Problems:** Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website, and Opnes will endeavour to protect it from this as much as we can during its



creation, but we cannot be held responsible for problems that develop on sites after we have handed them over to the client.

19. Compliance with Ecommerce, Accessibility or Other Regulations: We design websites in accordance with the client's specifications. It is the client's responsibility to ensure that the website and its content comply with current regulations. We cannot accept responsibility for any failure to comply with regulations related to accessibility, selling online or regulations related to a specific business or trade. We can research this on the client's behalf upon request but where compliance related to any website or business is complex it may be necessary for the client to take legal advice from their company lawyer.

Notes:

Should Opnes waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Opnes to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected.

Opnes reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact me.

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