

Terms & Conditions

An order being placed with Network19 Ltd by telephone/e-mail/face to face or posted letter will confirm that you are in agreement with and bound by the terms and conditions set out below.

Definitions The Client:

Any company or individual requesting or ordering the services of Network19 Ltd.

Network19 Ltd.:

Primary designer/site owner & employees or affiliates.

Hosting and Search Engine Optimisation provider.

Logo and Business Stationery Design provider.

The Agreement:

The contract between Network19 Ltd and the Client to which these conditions will apply.

Website Design:

Any and all scripts, cgi applications, php scripts, or software (unless otherwise agreed) written by Network19 Ltd remain the copyright of Network19 Ltd and may only be commercially reproduced or resold with the sole permission of Network19 Ltd. Until such time all outstanding accounts are paid by the client in full, the website, graphics and any programming code remain the property of Network19 Ltd. The client is solely responsible for providing all materials (unless otherwise agreed, be it verbally or in writing). The client agrees that all materials required to complete the website to the agreed standard and must be made available as soon as is reasonably possible to Network19 Ltd. Failure to supply Network19 Ltd with all agreed (as explained in the client's welcome pack) design materials may result in the delay of the website design.

Network19 Ltd will place a temporary web page with the clients contact details as soon as a website design is ordered by the client on the client's registered domain name.

Network19 Ltd will make periodical reminders either by phone/fax/e-mail to the client if no materials have been sent in by the client after the three week deadline in order that Network19 Ltd can satisfactorily complete the client's agreed website design.

If materials are not received within the stated period Network19 Ltd reserves the right to sign off the design with no recompense to the client. The client will not be entitled to a refund in such cases. Network19 Ltd does not accept responsibility for the accuracy of text and pictures provided by the client.

When Network19 Ltd are instructed to supply the content of the client's website the client is responsible for any copyright issues. Network19 Ltd does not accept responsibility for accuracy or copyright issues of any text and pictures in such cases.

Liability:

Network19 Ltd will make every possible effort to ensure that the website and any scripts or programs are free of errors, however, Network19 Ltd are not liable for any losses incurred due to malfunction of the website or any part of it. Network19 Ltd are not liable for any copyright infringements caused by materials submitted for the website design by the client.

We reserve the right to refuse any material of a suspected copyrighted nature unless adequate proof is given of permission to use such material. Network19 Ltd will place copyright to the client on the website design completion making the website copyright solely the client's responsibility in both text and picture form. Network19 Ltd will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines

Network19 Ltd cannot be held responsible for any wrongdoing on the part of a site owner and will not be liable or become involved in any disputes between the site owner and the site owner's customers. Network19 Ltd. will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents. Network19 Ltd uses trusted third party servers and constantly monitor uptime on a daily basis, however, Network19 Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents. Advertisements must comply with the Business Advertisements (Disclosure) Order 1997 and the Trade Descriptions Act 1968.

Minor amendments:

Minor amendments to the brief will be carried out at the discretion of Network19 Ltd and will be included in the monthly hosting and support subscription. Network19 Ltd accept no liability to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions. Minor edits on request to an existing website created and hosted by Network19 Ltd are one of the following:

1. A change to opening times or equivalent features.
2. A correction of a spelling mistake or other 'typo'.
3. A change to or addition of a telephone/fax number, email address or postal address.
4. A change to prices (limited to first 10 products on the site and thereafter chargeable).
5. A change to a photograph when it simply is to replace an existing photograph and does not interfere with the page design.
6. Any changes that require any amount or significant redesign work will be chargeable by Network19 Ltd.

Fees:

Network19 Ltd unless otherwise agreed, work on fixed design fees and 50% is payable with order and the remaining 50% becomes due on completion of construction. All payments are payable by cheque, bankers draft or cash in pounds sterling.

Should any payment due under the agreement remain outstanding Network19 Ltd shall be entitled at its sole and absolute discretion to withhold provision of any goods or services it would otherwise be obliged to provide under this agreement. Outstanding payments be they in part or full may result in Network19 Ltd temporarily removing the client's website until all outstanding payments are paid in full.

Refunds:

Cancellations must be made within 10 days of the client commissioning the website design otherwise no refund can be made. Cancellations made within 10 days, may be subject to a charge, if expenses have been incurred in respect of additional expenses from third parties including but not limited to: Stock photography, Electronic commerce software, Online transaction processing solutions, Domain name registration, Web space, Internet connection, Server fees, Hosting fees, Research time. Where possible third party products will not be purchased until the design has been approved. All such cancellations must be in writing and within 10 days of the client agreeing the completed website, otherwise refunds will not be entertained. Once a website has been designed, completed and approved any final balance of payment due is then payable in accordance with our payment terms. There are no exceptions to this, i.e. If the client decides they no longer want the site after they have commissioned the work and paid a deposit they are still obliged to pay for the full fee. On completion of work, the website designs will be uploaded to the client area of Network19 Ltd for approval under the terms of the guarantee. Where the clients site is being hosted by a third party other than Network19 Ltd then Network19 Ltd reserve the right to delay uploading of the website design until full payment has been received.

Compatibility:

Network19 Ltd can offer no guarantees of correct function with all browser software. Network19 Ltd will make every effort to ensure that any developed/designed website will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 6 and to an acceptable level with Mozilla browsers. Database, Application and E-Commerce Development: Network19 Ltd accept no liability for any losses incurred by the use of any software created for the client. Where applications or sites are developed on servers not recommended by Network19 Ltd the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the client's responsibility to provide a suitable testing environment which is identical to the final production environment. The client is expected to test fully any application or programming relating to a site developed by Network19 Ltd before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Network19 Ltd will endeavor (but is not obliged to) to correct these issues to meet the functions outlined in the brief. In addition Network 19 Ltd reserves the right to charge for such issues if they arise.

Website Hosting:

The Network19 Ltd monthly hosting fee is designed to be suitable for typical small business use. It is not suitable for any site which makes heavy use of bandwidth through use of multimedia or otherwise, or which attracts a mass market audience. Network19 Ltd therefore reserves the right to immediately withdraw from, or renegotiate hosting services with, any Client whose use of bandwidth or storage space is deemed by Network19 Ltd as inappropriate to the basic Network19 Ltd hosting service. Network19 Ltd will not allow Network19 Ltd hosting facilities to be used for illegal, immoral or distasteful purposes. The Client agrees that any content introduced to the site may be inspected by Network19 Ltd without hindrance and hosting may be withdrawn without notice if such content is found or access refused. Network19 Ltd. hosted domain name(s), email services provide the following unless otherwise agreed: 1. up to 5 POP email addresses; 2. Email forwarding as required. 3. Maximum webspace storage of up to 50Mb 4. maximum individual email attachment size of approx 5MBytes 5. No guarantees can be made as to the availability or interruption of any web hosting service provided by Network19 Ltd and Network19 Ltd cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss. Network19 Ltd reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting services controlled by Network19 Ltd should the necessity arise.

Law:

These conditions and all other implied or express terms of contract shall be governed and construed in accordance with the laws of England.

Website hosting fees and domain name registration:

Hosting fees will be paid on a monthly basis by standing order. The client may cancel this agreement at any time provided that 2 months notice is given. Any such cancellation must be in writing. The client hosting fees will remain constant except where additional provisions are required, in this case Network19 Ltd reserves the right to alter hosting fees to cover these expenses on a monthly basis. Network19 Ltd must inform the client in writing at least 4 weeks notice of any such changes to pricing. If Network19 Ltd fails to inform the client of alterations to hosting fees then the client must only pay the agreed original hosting fee until any further notification of price changes from Network19 Ltd.

Search Engine Optimisation (SEO):

On completion of the clients website design Network19 Ltd will, with the client's agreement, as an add on service, submit the client's website to Google on a once per month basis. Other search engines can be added to the service and additional charges may apply. Network19 Ltd offers this service for a fixed monthly fee.

Whilst Network19 will endeavour to achieve successful search engine results Network19 Ltd can offer no guarantees as to positions of listings on any or all search engines. Network19 Ltd will not be liable for any costs incurred, compensation

or loss of earnings due to any failed ranked listings on any and all search engines submitted to by Network19 Ltd.

Network19 Ltd cannot be held responsible for any wrongdoing on the part of the client and will not be liable or become involved in any disputes between the client and the client's customers due to search engine rankings. It is the client's sole responsibility to promote and/or advertise the client's website designed by Network19 Ltd and Network19 Ltd will not be held responsible for a failure in the website designed by Network19 Ltd in achieving any level of success.

Complaints Procedure:

Informal procedure Anyone who experiences a problem with their web service provided by Network19 Ltd should raise the matter directly using our online contact form or by email or telephone, giving sufficient information to locate the material (such as an Url) and clearly outlining the grounds for complaint. Network19 Ltd will address the problem with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure A formal complaint should be made in writing to Network19 Ltd. and should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally. Network19 Ltd will acknowledge receipt and ensure that the matter is looked into as soon as possible. Network19 Ltd reserve the right to amend and/or update the terms of the agreement set herein at any time without prior notice being given to the client.