

# **Terms and Conditions**

By commissioning your website from Jupiter Web Solutions, you confirm that you are in agreement with and bound by the terms and conditions set out below and my Privacy Policy.

### **Definitions**

The Client: The company or individual requesting the services of Jupiter Web Solutions.

Web Host Provider: The web hosting company selected by Jupiter Web Solutions to host the website

Domain Name: The URL of the Clients website

Go Live Date: The date on which the website is uploaded in its finished state and made available to the Client for use

Testing Period: A period of up to fourteen days during which the website will be made available to the Client for testing and checking

### General

Jupiter Web Solutions will carry out work only where an agreement is provided either by email, telephone, or directly from the contact form found on the website of Jupiter Web Solution, www.jupiterwebsoutions.co.uk. An order is deemed to be a written or verbal contract between Jupiter Web Solutions and the Client. This includes telephone and email agreements and those requested via the aforementioned contact form. Jupiter Web Solutions will only carry out work for Clients who are 18 years of age or above.

### Website Design

Whilst all reasonable endeavours will be made to ensure that the website and any scripts or programs are free of errors, Jupiter Web Solutions cannot accept responsibility for any losses incurred due to malfunction, of the website or any part of it.

The website content, including but not limited to graphics and any programming code remain the property of Jupiter Web Solutions until all

outstanding accounts are paid in full.

Any source code or scripts written by Jupiter Web Solutions remain the copyright of Jupiter Web Solutions and may only be commercially reproduced or resold with the permission of Jupiter Web Solutions.

The Client must provide, in electronic form, any textual content (copy), photos or graphics related to the Clients business which is to be used in the design of the website. Jupiter Web Solutions cannot take responsibility for any copyright infringements caused by materials submitted by the Client. Jupiter Web Solutions reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

The Client agrees to make available as soon as is reasonably possible to Jupiter Web Solutions all materials such as textual content, photos or graphics required in order to complete the website to the agreed standard and within agreed deadlines.

Jupiter Web Solutions will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Jupiter Web Solutions will not be liable or become involved in any disputes between the website owner (the Client) and their Clients and cannot be held responsible for any wrongdoing on the part of the Client.

Jupiter Web Solutions will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the website due to outage by the web hosting provider, hacking, brute-force attack or errors within the design and coding of the website.

Jupiter Web Solutions 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.

The Client must pay Jupiter Web Solutions a non-refundable deposit 25% prior to work commencing on the website design. This deposit will be used to procure the Clients requested Domain Name and Web Hosting service for the first 12 months and to purchase any third party software or plugins.

Jupiter Web Solution cannot guarantee to be able to obtain the exact Domain Name requested by the customer. Should the requested Domain Name not be available, alternatives will be offered for the Client to select. The final choice of the Domain Name rests with the Client.

Once a website has been designed and completed Jupiter Web Solutions will make a test version of the website available to the Client for the duration of the testing period. The Client must commit to testing the website and reporting any faults or problem to Jupiter Web Solutions during the testing period or no later than three days following the end of the testing period. Following the testing period, Jupiter Web Solutions will have up to 14 days to correct the errors or problems identified during the testing period after which the site will be deemed to be complete.

When the website is complete, payment of any outstanding balance will become due. The website will not go live until such time as the outstanding balance has been paid.

Where any errors or other issues are found after the site is live but no later than 30 days after the website has gone live, Jupiter Web Solutions will use reasonable endeavours to correct these issues in a reasonable timescale. Jupiter Web Solutions reserves the right to charge a maintenance fee for any changes or errors found more than 30 days after the website has gone live.

#### Cancellation

If the Client decides they no longer require the website after the work has been completed and Jupiter Web Solutions has notified the Client either verbally, in writing or email that the website it is ready to go live, the Client will still be required to pay in full any outstanding balance.

If the Client decides they no longer require the website before the work has been completed or during the testing period or before it is ready to go live or before Jupiter Web Solutions has notified the Client either verbally, in writing or email that the site is ready to go live, the Client will be required to pay a cancellation fee of 50% of the outstanding balance.

Jupiter Web Solutions cannot take responsibility for any losses incurred by the use of any software created for the Client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the Client in ensuring that all software is functioning correctly before use and that the content is as agreed.

## **Compatibility with Browsers**

Jupiter Web Solutions will endeavour to ensure that the website will function as correctly as possible on the server it is initially installed on and will endeavour to ensure the website displays correctly with the following browsers: Microsoft Internet Explorer version 11, Firefox version 55, Google Chrome version 60 and with Apple Inc. Safari browser version 10. Jupiter Web Solutions cannot offer guarantees that the website will function correctly on all older, or future versions of these browsers.

## **Website Hosting**

Whilst Jupiter Web Solutions recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service. Jupiter Web Solutions 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 losses.

Jupiter Web Solutions 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 service should the necessity arise.

### **Payment of Accounts**

A deposit is required from any new Client before any work is carried out. It is the Jupiter Web Solutions policy that any outstanding accounts for work carried out by Jupiter Web Solutions are required to be paid in full, no later than 14 days from the date of the invoice unless by prior arrangement with Jupiter Web Solutions.

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full or the cancellation charge as outlined above. If accounts are not settled or Jupiter Web Solutions have not been contacted regarding a delay in payments, access to the related website may be denied and web pages removed.