



ComputerMinds

Trusted experts in Drupal solutions

Standard terms and conditions

Definition of terms

ComputerMinds – *Lower Office, 20 Meridian Place, Bristol, BS8 1JL* having its principal place of business at *Lower Office, 20 Meridian Place, Bristol, BS8 1JL*, aforesaid

The Client - the entity which enters into a contract with ComputerMinds

Domain Name - the root address of a website, e.g. www.example.com. All such names must be registered with the appropriate naming authority, which will usually charge a fee.

Downtime - time when the website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.

Host - the company on whose system the Website physically resides.

Link, Hyperlink - a 'clickable' link embedded on a web page which may take the form of a graphic or text.

Search Engine - a website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.

Website - a collection of web pages and associated code which forms an integrated presence.

The Work - the subject matter of the contract between the Client and ComputerMinds.

Fees

Fee Payable

The fee quoted in the contract does not include the cost of domain registration, hosting set up fee or hosting.

Maintenance Fees

Maintenance, if included in the contract, shall be on a month to month basis. Fees will be assessed on an hourly basis at £62.50 per hour or part thereof. No fee will be required in a month where no updating is necessary.

Retention of contract

ComputerMinds will maintain retention of contract over the work completed until payment has been received in full.

Disclaimers

Third Parties

ComputerMinds can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Website, although ComputerMinds will endeavour to ensure that Website downtime is kept to a minimum.

Maintenance and Correction of Errors

ComputerMinds takes no responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the Website after the Work has been completed. Errors (both technical and typographical) attributable to ComputerMinds will be corrected free of charge, but ComputerMinds reserves the right to charge a reasonable fee for correction of errors for which ComputerMinds is not responsible, including, but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided to ComputerMinds by the Client.

Consequential Loss

Under no circumstances will ComputerMinds be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimize possible losses as a result of software failure.

Completion of work and payment

Completion of Work

ComputerMinds warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. ComputerMinds will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. ComputerMinds will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorisation from the Client.

Supply of Materials

The Client is to supply all materials and information required for ComputerMinds to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, ComputerMinds has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, ComputerMinds has the right to invoice the Client for any part or parts of the Work already completed.

Approval of Work

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify ComputerMinds, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to ComputerMinds as unsatisfactory within the 7 day review period will be deemed to have been approved. ComputerMinds will aim to allow the client to review the work constantly throughout the period of work.

Rejected Work

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by ComputerMinds to remedy any points reported by the Client as unsatisfactory, and ComputerMinds considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and ComputerMinds can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

Remedies for Overdue Payment

If payment has not been received by the due date, ComputerMinds has the right to suspend on-going work for Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 21 days after the due date, ComputerMinds has the right to replace, modify or remove the Website and revoke the Client's licence of the Work until full payment has been received. By revoking the Client's licence of the Work or removing the web site from the Internet, ComputerMinds does not remove the Client's obligation to pay any outstanding monies owing.

Intellectual property

Offers and Proposals

Offers and proposals made by ComputerMinds to potential clients should be treated as trade secrets and remain the property of ComputerMinds. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorization from ComputerMinds. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

Warranty by Client as to Ownership of Intellectual Property Rights

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to ComputerMinds for inclusion on the Website. The conclusion of a contract between ComputerMinds and the Client shall be regarded as a guarantee by the Client to ComputerMinds that all such permissions and authorities have been obtained and that the inclusion of such material on the Website would not constitute a criminal offence or civil delict. By agreeing to

these terms and conditions, the Client removes the legal responsibility of ComputerMinds and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

Domain Name

Any Domain Name obtained will belong to the Client. The Client agrees to indemnify ComputerMinds, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the domain name sought is not a trademark of a third party.

Interpretation

Jurisdiction

This Agreement shall be governed by the laws of the United Kingdom which shall claim venue and jurisdiction for any legal action or claim arising from the contract between ComputerMinds and the Client. The said contract is void where prohibited by law.

Survival of Contract

Where one or more terms of the said 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 at law.

Change of Terms and Conditions

These terms & conditions may change from time to time. The Client will be informed of revisions as and when they are issued.