

(This document is to be used in conjunction with our custom software design agreement)

Software Design Terms and Conditions - 2007

All services provided by Johnson Software Design Limited to the Customer are subject to the following terms and conditions.

By placing an order with Johnson Software Design Ltd, you confirm that you are in agreement with and bound by the terms and conditions below.

Definitions

The Client: The company or individual requesting the services of Johnson Software Design Ltd.

Johnson Software Design Limited ("JSD"): The Primary designer/supplier & employees or affiliates.

General

A copy of these terms and conditions must be signed by all new customers at the time of submission of work to JSD indicating agreement to and acceptance of these Terms and Conditions. Alternatively, payment of an advance fee is an acceptance of our terms and conditions, a copy of which is available via our website or by email.

IPR

Unless explicitly agreed and stated in writing copyright of any work stays with JSD. The client is granted a licence to use the materials including source code where appropriate and should observe all the terms of the JSD licence agreement. The client accepts the JSD licence agreement upon placing an order, a copy of which is available on the JSD website. Any changes to this licence agreement can only be agreed in writing by both parties.

Software Design

Whilst every endeavour will be made to ensure that the database and any scripts or programs are free of errors, JSD cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

JSD will provide the Customer with an opportunity to review the appearance and content of the deliverables during the design and once they are completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Customer notifies JSD.

JSD cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to the brief will be carried out at the discretion of JSD and where no charge is made by JSD for such additions, JSD accepts no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

Unless specifically stated, our price does not include for any costs or services which may be required from third parties, software components, certificates etc. Should these be required the client shall bear the net costs of such.

A link to JSD will appear in either small type or by a small graphic in the Help->About form.

Database, Application and E-Commerce Development

JSD 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 and meets all requirements before use.

Any scripts, databases, applications or software (unless specifically agreed) written by JSD remain the copyright of JSD and may only be reproduced or resold with the written permission of JSD.

Where applications or sites are developed for a target environment not recommended by JSD, 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.

User Acceptance Tests

While every effort is made to ensure the finished product is free of errors, the client is expected to user acceptance test fully any application or programming relating to a site developed by JSD before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, JSD will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

Compatibility

JSD will endeavour to ensure that any developed/designed site or application will function correctly on the target environment it is designed for. For Windows, this means the latest versions of Windows from Windows 98 onwards. JSD can offer no guarantees of correct function with all browser software, in particular browsers introduced after the website is produced.

Website Hosting

Whilst JSD recommends hosting companies to host web based components such as web services. No guarantees can be made as to the availability or interruption of this service by JSD who 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.

JSD 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 free hosting service should the necessity arise.

Payment of Accounts

A non refundable deposit of **50%** is required with any project before any design work can be carried out. The remainder is payable as per the payment schedule agreed with the customer.

It is policy that any outstanding accounts for work carried out by JSD or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior written arrangement with JSD.

The Customer has the right to withdraw from or cancel their Service Agreement with JSD within the first 72hrs of any new agreement in writing only. Any domain transfers should be made in writing via email only and no refunds will be given for domain registrations.

Additional invoices will be provided by JSD upon completion of work on agreed extras. Such invoices are payable within 30 days or when the site goes live, whichever is the sooner. If the site is already live, the invoice is payable within 30 days.

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email, telephone and mail to remind them of such payments if they are not received when due.

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, plus additional interest of 2% per month.

If accounts are not settled or JSD have not been contacted regarding the delay, access to any related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment; non payment can result in county court judgements (CCJ's) being added to the client's credit rating.

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.

If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.

All fees paid are non-refundable and once registered domain names cannot be changed in their name or

extension without the costs due in the registration of a new name with the appropriate registry costs

Travel Time and Expenses

Travelling time to and from customer premises is not generally included in our estimate. JSD reserves the right to make a charge for travelling time at our normal consultancy rates. Likewise JSD reserve the right to charge for travelling expenses based on 40p per mile. (NOTE: There will be no charges for travelling time or expenses incurred before you give your approval for work to commence).

Quotations

The price quoted to the client is for the work agreed on the quotation / proposal 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.

Quotations are valid for a period of 30 days. JSD reserves the right to alter or decline to provide a quotation after expiry of the 30 days

Completion

JSD will use all reasonable endeavours to meet quoted completion dates. However, time is not the essence of the Contract and The Company will not be liable in cases of late delivery, however caused, nor shall lateness be deemed to be a breach of Contract or an act of negligence.

Changes to any work completed or part completed requested by the client or any other part beyond our control will be charged to the Client on at our standard rates.

Future Support

The deliverables are provided to and accepted by the client as a fully functioning, completed work. JSD is not responsible for future support. This support can normally be provided upon request and for an agreed fee. No guarantee of future support is given unless an ongoing support package is purchased.

Future Problems

Unfortunately computers are not 100% reliable, especially when connected to the internet, where viruses and other malicious programs can damage software and data on your computer. We cannot be held responsible for problems that develop on as a result of illegal activity or as a result of hardware or other problems.

It is the client's responsibility to ask for, and to keep a copy of the deliverables on CD, and also take backups of any database(s) so that the site can be quickly re-created in the event of any problems.

Compliance with Ecommerce, Accessibility or Other Regulations

JSD designs websites and software in accordance with the client's specifications. It is the client's responsibility to ensure that the deliverables and its content comply with standing regulations. We cannot accept responsibility for any failure to comply with regulations related to accessibility, selling online or those related to a specific business or trade. We can research this on the client's behalf upon request, but in any business where complex compliance issues exist we recommend that the client takes legal advice from their company lawyer.