

Digital Sales

Our Terms and Conditions

CONFIDENTIAL

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All orders placed with Digital Sales (Qualified B2B Sales Ltd.) are accepted subject to the following conditions, which shall form the basis of the contract between Digital Sales and the customer/client. Placing of an order implies acceptance of these conditions of Business herein stated, and these conditions are paramount to any proposed by the customer/client.

1.0 QUOTATIONS

Quotations are for prompt acceptance and undeferred execution and in any case, are never valid for more than 30 days. Error and omissions are subject to correction, and Digital Sales does not bind itself to accept the order should such corrections result in dispute with the customer/client.

2.0 PAYMENT TERMS

Digital Sales payment terms are strictly as follows: 30% on acceptance of project, 30% on acceptance of Homepage and Innerpage design, 20% of receipt of html coded site, 20% on go live. Where appropriate and agreed in writing with Digital Sales prior to commencement, alternative terms may be negotiated. A period of 30 days from date of invoice/statement is allowed for payment in respect of approved credit accounts.

2.1 OVERDUE ACCOUNTS

Website hosting and email management will be held until all accounts have been settled (see section 2). Once overdue a warning will be issued, and Digital Sales reserves the right to suspend all web site, email and hosting accounts until payment has been settled between Digital Sales and the customer/client.

2.2 Digital Sales reserve the right to amend the Cost on giving notice to you if:

2.2.1 any delay is caused by You during the lifecycle of the project; or

2.2.2 should You halt the project for a period of over 4 weeks during the project lifecycle, Digital Sales reserve the right to request payment for the full agreed amount

2.2.3 should You become detached from the project at any given time for a period of over 2 weeks, You are likely to lose position in the current schedule of work

2.2.4 failure on your part to provide Digital Sales adequate instructions or information in response to Digital Sales reasonable requests; or

2.2.5 the cost to Digital Sales of any resources or materials increases and such an increase as is beyond Digital Sales reasonable control

2.2.6 information or content provided is then requested to be changed or amended at a later stage (please ensure all content provided has been proofed and is final)

2.3 ADDITIONAL WORK/ALTERATIONS

Any additional work over and above that specified in the original agreement or differing from original instructions will result in increased charges. This includes modifications or updates to text or images provided by the customer/client. Please ensure all content provided has been proofed and is final.

2.4 3rd Party Updates

Digital Sales cannot predict changes and modifications to how 3rd party organisations (i.e. Google, Facebook, YouTube, Twitter, etc.) operate or provide data. Therefore, any re-configuration of your website to accommodate such changes are subject to additional cost.

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2.5 EXPEDITED DELIVERIES

Should delivery be required in less than the normal time requisite for its proper production within the standard capacity of Digital Sales facilities and normal working hours, an extra charge will be made commensurate with any overtime worked, or extra labour or equipment contracted, in order to expedite such delivery.

3.0 ACCEPTANCE OF WORK

Before delivering your website (or any part of it) to you as the Customer/Client, Digital Sales shall carry out alpha testing (ie. basic testing to ensure that your website performs correctly in general). As the Customer/Client, you are responsible for Beta Testing (ie. testing from an end user point of view to ensure that key deliverables are met). When reporting issues, at all times you must contact your Account Manager specifying the nature of the issue and any additional information which may assist in the correction of the issue. During this time, we will endeavour to fix any issues that arise and ensure that your website meets the required standards for quality. Once all issues have been resolved, we will ask you as the Customer/Client to carry a final approval test and confirm the website is ready for launch.

3.1 Following the launch of your website, there is a 30-day Warranty Period during which any support issues (eg. bug fixes) will be resolved free of charge. If no issues are raised during this period, the website will be deemed acceptable to you. Support issues raised after this period, will be billable unless you have previously negotiated a Service Level Agreement with your Account Manager.

4.0 DOMAIN NAMES

Domain names can be registered and managed on behalf of our customers/clients. The domain name will become property of the customer/client as necessary so long as there are no overdue accounts (see section 3). Existing Domain Names will remain property of the customer/client.

5.0 LIMITATION OF LIABILITY

5.1 Digital Sales shall not be liable to the customer/client for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the supply of any goods or services under these terms and conditions and whether arising from the use, application or support of such goods and services, or otherwise, except to the extent to which it is unlawful to exclude such liability.

5.2 Notwithstanding the generality of clause 5.1 above, Digital Sales expressly excludes liability for consequential loss, damage or corruption to other software or data, or for loss of profit, business, revenue, goodwill or anticipated savings.

5.3 In the event that any exclusion contained in these Terms & Conditions shall be held to be invalid for any reason and Digital Sales becomes liable for loss or damage that it may otherwise have been lawful to limit such liability shall be limited to 125% of the monies paid to Digital Sales by the customer/client in respect of the goods and services supplied under these Terms & Conditions.

5.4 Digital Sales does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of Digital Sales, its employees, agents or authorised representatives.

5.5 The customer/client agrees to indemnify and save harmless and defend at its own expense Digital Sales from and against any and all claims of infringement of copyright, patents, trademarks, industrial designs, or other intellectual property rights arising from any content or specifications provided by the customer/client in respect of the supply of the goods and services under these terms and conditions.

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6.0 DATA BACKUPS

Digital Sales will endeavour to make backups of the data stored on the Server and make them available to the Customer/Client in accordance with the specification of the data needed. However, Digital Sales does not warrant that any data will be backed up correctly, nor that any successful restoration of data will be possible. Digital Sales shall have no liability for any loss or damage to any data stored on the Server or backup mediums. For the avoidance of all doubt, we make backups of all data on the Server regardless. Should data backup be essential to your business, Digital Sales ask You to consider additional arrangements.

7.0 CREATIVE ELEMENTS

Specially designed images and technical aspects relating to the content of the contractual work is maintained in computer storage and remains the sole property of Digital Sales who gives no guarantee that it will be available at any future time for re-use.

8.0 INTELLECTUAL PROPERTY AND CONTENT

Digital Sales Reserve all rights in relation to software, bespoke or otherwise which may be deployed by us as part of your project. Such software includes, but is not limited to Content Management Systems and Database Design.

8.1 Subject to you paying all sums due to Digital Sales under the agreement and these Terms & Conditions, Digital Sales grant to You a non-exclusive and non-transferable licence to use the Materials in connection with the System.

You shall not:

- alter or adapt in any way the Materials;
- re-produce or deal in the Materials (in whole or in part) in any way;
- make copies of the Materials except to the extent reasonably necessary for back up purposes; and
- make the Materials available to any third party without Digital Sales prior written consent and on such terms (including payment of further costs) as Digital Sales may determine.

8.2 You acknowledge that Digital Sales is the owner of all Intellectual Property Rights in the Materials and that nothing in the agreement or these Terms and Conditions shall result in You owning any Intellectual Property Rights in the Materials or the code to such Materials.

9.0 QUALITY OF WORK

Digital Sales will not be responsible for the accuracy of any material, logo, copy, or design provided by the customer/client as origination material or proofs. In any event, all work will be subject to customer/client approval prior to finalisation of the contracted work.

10.0 RENEWALS

Digital Sales will manage the renewal of any domain names and hosting arrangements you have allocated to us. Renewal will be performed by Digital Sales without notice and invoiced accordingly. If you do not wish to renew for any reason, we require that you notify us in writing, 1 month in advance of the renewal date.

11.0 SERVER & CMS ACCESS

Digital Sales can provide for FTP/Server Control Panel access by customers/clients to update site files hosted on Digital Sales servers. Updating of websites hosted on Digital Sales servers to be completed by Digital Sales staff when requested and agreed by Client/Customer.

Digital Sales will provide full access to website CMS upon completion and if requested throughout the design and development process.

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12.0 PROJECT MANAGEMENT

Digital Sales and customer/client shall allocate a dedicated project manager/team to every project as for project management and liaison between both parties. Should under any circumstances the liaison change an immediate meeting should be organised so as both parties expectations and outcomes are confirmed as per specification, quotation and terms of service.

12.1 Digital Sales reserve the right not to commence the project until all requested content and requirements are agreed by both parties.

13.0 GENERAL

13.1 Under no circumstances do Digital Sales offer hardware or software support in relation to your organisation's computers, network or mobile devices. This includes set-up of email accounts using the information we have provided. We recommend that you have an IT Support organisation in place to accommodate these requirements.

13.2 If You decide to transfer Your website away from Digital Sales hosting at a later date, Digital Sales may charge a reasonable fee to facilitate such a transfer. Content supplied to and created by Digital Sales during the development of Your website can be supplied in such a transfer.

14.0 PROJECT ASSUMPTIONS

To help the project move as efficiently as possible for all parties, we make the following assumptions on all projects:

14.1 Photos and site content will be supplied by You in electronic format (unless Digital Sales have been commissioned to create website content)

14.2 All content provided will be proofed and final

14.3 Content will be provided in a single transaction

14.4 You will provide a single point of contact for project communication

DIGITAL SALES

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