

Technical Web Services

Terms & Conditions

26/08/15

Overview

Below are the general terms and conditions defining services and activities between customers and Technical Web Services.

a) Business

- a. All business carried out is termed BUSINESS TO BUSINESS. TWS does not provide business to consumer services and by default all customers agree to request services from TWS as business entities and not members of the public.
- b. All business services are defined as SERVICES
- c. TWS is a trading name of Technical Web Services Limited, company number 8832163. All trading agreements are between Technical Web Services Limited and the respective client.
- d. Cheques are payable to Technical Web Services. Banks details are on the invoice.

b) Clients

- a. Clients are defined by signatories to printed terms and conditions. If work is of a sundry nature there might not be terms and conditions and so the client is defined in a broader sense but will be the person that physically/verbally ordered the service.
- b. TWS reserves the right to not work with additional persons other than the client, regardless of their standing within an organisation. For example, whilst terms can be signed on behalf of a Limited company, this does not imply that anyone in that company can direct TWS to carry out work.
 - i. The client cannot expect TWS to implicitly work with the customers printer, graphic designer or other third party entity not already specified in any agreement.
 - ii. The client cannot pass TWS onto another member of the company without permission, for example in such circumstances where marketing has been handed to another person and that other person is either not up to speed or is difficult to work with.
 - iii. The client especially cannot pass on web focussed work to children, especially those under the age of 20. (children having a habit of knowing it all and have minimal grasp of commercial arrangements and their implications).

The reason for these points is that TWS provide services which are based on a one to one relationship which TWS as agreed to enter, however, some people are difficult to work with for a range of reasons. TWS might well have never entered into agreements with these people at the start and reserve the option to not work with them at any time. Similarly, third parties often don't have a commercial understanding of the agreed terms of service, children don't understand the implications of what they ask for and can be difficult to handle and often damaging to the provision of existing services and service relationships. Other persons within a company might not have the business sense to instruct TWS to carry out actions and are quite often not qualified to interact at the level required under existing commercial agreements. A further consideration is that third parties are often completely out of the loop with regards to all agreed business conditions and established understandings and situational awareness regarding the service and associated service strategies. This results in TWS having to explain again from scratch what the TWS service does and where the current service strategy is. It is the duty of the client to pass on any service and strategic understanding to a new contact prior to them contacting TWS to discuss these aspects and not for TWS to explain these areas this all over again. For example, it is not uncommon

for companies to employ 'marketing experts' almost monthly and for them to the phone TWS to talk about site performance and strategy, essentially explaining to them the concepts from scratch, time and time again.

- c. It is the duty of the client to read and understand all supporting information regarding services supplied. In particular published prices, all of which can be found on the web site.

c) Emails

- a. TWS provides a 'To The Wall' type service for emails. This means that TWS will set up and manage a pop account or forward as required and supply the relevant details such as username, password and pop settings etc. TWS does not offer any further service provision such as client set up, setting signatures, handling spam black lists, dealing with spam or other more complex set ups such as dual imap access or smart phone retrieval etc. TWS will provide the primary account settings in an email and will demonstrate that they work via basic web mail log in. Once it can be demonstrated that the account works and is active, TWS are under no obligation to troubleshoot or deal with any further considerations which are essentially 'client side'. However, TWS will often do its best to help.

d) Site Visits

- a. **TWS avoids site visits where the same outcome can be achieved over the phone.** Site visits are available during the initial design phase of a full website, but subsequent visits are charged at a minimum rate as defined on the price section of the web site.
- b. TWS does not provide PC or desktop support.
- c. Where site visits are made the charges are outlined on the website at the time. Site visits are charged at either a whole day or half a day where a whole day is any time regardless of how small split over 1pm. A half day is any amount of time spent on site either before 1pm or after. To be clear, the charge for a half day is the same regardless of whether 10 minutes is spent on site or 4 hours.

e) Data and Documents

- a. TWS does not store or back up data or documents above that required for operational purposes. This includes photo shoots etc. If you have supplied photos or documents for earlier use this does not imply that they are still available for future use. To put this into perspective, images could be kept for up to 6 months, but where photos are older they might have been deleted to preserve disk space which can have a massive impact of data backup times and disaster recovery. It is the responsibility of the client to maintain their own data/image libraries.

f) Invoicing & Billing

- a. Where sums are paid in advance for agreed work in part payment for services as initial payments these sums are non-refundable.
- b. Invoices are considered legally binding agreements in their own right in such that if the client has a dispute it is their responsibility to raise this dispute at the earliest opportunity and not 4 months later after TWS has spent considerable time and effort chasing it.
- c. Invoice payment due dates are considered legally binding unless the customer explicitly communicated the nature of their accounting arrangements. Many companies settle invoices payable upto the last blue moon on the third Thursday following an equinox or some such practice. Unless otherwise notified TWS expects invoices to be paid by the date due on the date due part of the invoice.
- d. TWS reserves the right to charge daily interest on outstanding invoices as required and determined by British law.
- e. Invoices unpaid in relation to ongoing services, ie, web site hosting and management will implicitly cause limitations of such services to be placed by default. As such, TWS is under no obligation to carry out work on web sites for which the service invoice has not been paid and is outstanding.
- f. In the instance that a hosting/management service is cancelled which was itself unpaid and had an invoice outstanding, no provision of data, files or any other item will be provided by TWS. What this means in practice is that if you have a web site hosted by TWS for which the annual hosting/management invoice has been sent but has not been paid for 3 months but has been available for 3 months, you cannot turn around and then cancel the service and expect TWS to supply all files etc to a third party. To start off with you have

had 3 months of free service. If you want TWS to help you relocate to another ISP or web host/designer service provider then you need to MAKE THESE ARRANGEMENTS BEFORE you lapse on an invoice. TWS aims to assist clients that are moving elsewhere with speed, efficiency and be generally helpful. However, once your paid service has expired these arrangements are not offered. Once a service is terminated post invoice raising, all files are deemed destroyed and no longer existing.

- g. Full payment of site design services of whatever nature are required to be paid in full regardless in such circumstances that the client has failed to maintain significant communication or development input for a period of over 1 month. TWS are happy to work on an almost endless timescale in such situations where most parties are in constant and continued ongoing development in order to get the site right etc, but once the client fails to play their part either in failing to honour verbal deadlines or simply not maintaining a significant ongoing developmental input then full settlement of related fees must be settled. It is implicit that the client can then continue with the development at their leisure in the knowledge that they have paid, and the client is still able to carry out such work as might have been carried out in development at much earlier stages.

g) Intellectual Property Rights and Ownership

- a. All assets held by TWS are deemed to be the property of TWS and having been presented to TWS this ownership is deemed to be complicit.
- b. All design work is the property of TWS and web sites cannot be used elsewhere without the permission of TWS. This does not mean that you cannot take your site elsewhere, as TWS aims to be helpful in all matters, but if there are bad feelings then TWS maintains the inherent design rights to all works.
- c. All access to the proprietary TWS COUNTA system are confidential and the COUNTA system is not transferable to other service providers. The COUNTA system represents a unique selling point of the TWS service and as such the client agrees not to allow anyone not associated with the original service provision terms access to it. The COUNTA system has a lot of very secret and confidential systems, techniques and methods that not many people can do, and it is as such confidential, a matter that the client must respect.

h) Fair Use

- a. It is the responsibility and duty of the client to understand the notion of fair use in regards to all TWS service provisions that they use.
- b. Site updates are defined by maximum time per action of upto 1 hour. Updates cannot be rolled together to create larger blocks of time and if not used then are lost. Periodic updates cannot also be grouped, and must be spaced by a month between each other.

i) E-Commerce

- a. Commercial Competence – Customers are required to demonstrate commercial competence in regards to e-commerce shop content. This is defined by the requirement to produce clear and exact product information in the form of a spreadsheet or otherwise discussed and agreed medium. This is the opposite of generalised and sweeping forms of instructions such as 'Put all the stuff on that we do' or 'I can't see any grey ones, put those on'. If it is determined that the instruction is too vague by TWS then an exact specification can be expected from the customer to TWS.
- b. Product Integrity – Is defined as the ability to demonstrate a full understanding of the products being sold and to determine, instruct on when subject to commercial agreement and carry out changes to product information on an e-commerce site either by control panel edits or provision of complete data in spreadsheets or similar formats. The customer is at all stages is finally responsible for integrity, quality and availability of all products. Whilst directions upon commercial agreement can be made for TWS to carry out work on e-commerce items and data sets this is not implicit in any given situation. Product Integrity covers product availability, variations, content of descriptions, titles and options such as colours and sizes etc. and category classifications. The customer is required, when necessary to provide clear and complete data sets or the equivalent, where issues of product integrity are being addressed.

j) General Advice On Third Party Arrangements

- a. TWS do not take any responsibility for advice, comments, observations or opinions on any third party service used by customers whether verbally or by email. Unless a formal review or report has been carried

out then TWS accept no liability for such advice. For example, adhoc advice on emails sent to customers by third parties whether they be contractual or soliciting such as emails from existing domain hosts, broadband providers, web hosts, marketing companies and associates etc. The client takes full responsibility for their actions regarding their own third party relations in all instances and should only take into consideration discussions with TWS and not deem them wholly directed.

k) Multiple Services and connected organisations

- a. In instances where a client has several services, even under different contracts and signed terms, all services are deemed to be connected if they are associated, even loosely with the same signatory or trading entity.
- b. Issues arising out of one service arrangement can result in conditions and modifications to all other related service provisions regardless of the contractual arrangements. For example, if client A has a web site and then orders a web site for his pet fish, but then decides unreasonably that he doesn't like the site and refuses to pay for it, TWS reserves the right to suspend the service provision on both sites even though one was for a Limited company and the other for a person representing themselves.

l) Suspension and Termination

- a. Suspension or termination of a web site can arise from a whole range of circumstances. TWS reserves the right to suspend or terminate a service or group of services at any time for any reason that TWS consider reasonable. The clients only recourse on these determinations is through the courts or obviously direct consultation on the matter.
- b. Reasons for suspension can include
 - i. non-payment of invoices
 - ii. rude/abusive behaviour.
 - iii. Failure to respect agreed arrangements
 - iv. Continued failure to keep promises
 - v. Calling out of hours when asked not to
 - vi. Failure to comply with TWS service requirements such as sending images and data in agreed formats when requested to do so
 - vii. Consistent mailing of irrelevant material such as CCing other irrelevant emails
- c. Reasons for termination include:
 - i. Outrageous abuse of service such as direct threats and continued abusive behaviour
 - ii. Failing to pay invoices

m) Ongoing Modification to Terms

- a. TWS reserves the rights to modify and change these terms at any point. These terms are written in a way to help you understand how TWS work and to protect TWS against known complications and issues. As such, variations and additions to these terms can arise when new issues come to light or certain areas need clearing up. Hopefully the client should see these terms of trading as simple and based on common sense.

n) Training

- a. TWS does not offer training of any sort as part of its standard services unless otherwise explicitly stated or agreed to either verbally or in writing. In all instances it should be understood that no training of any nature is offered or included in any service including:
 - i. Setting up of email accounts on clients or mobile devices. It is the clients responsibility to set up email systems as required. TWS will only set up POP accounts, forwards and other server based settings as required within the service and email these settings to the client. It is the responsibility of the client to learn how to configure their particular email software.
 - ii. TWS does not offer any training in relation to the COUNTA system which has been built to be intuitive and self learning.
 - iii. TWS does not teach the internet or provide any degree of training in relation to how the internet works. It is considered the clients responsibility to use Google to research any required knowledge on how the internet works. This includes:
 - 1. The difference between a search bar and an address bar
 - 2. How to determine whether a computer is connected to the internet

3. Any guidance on browsers and the difference between browsers and other software
 4. Training on using search engines
 5. Any training on third party software
 6. Training on file types including .png and .page files etc.
 7. Training on refreshing pages
 8. How to use your phone, tablet or computer in any regards
- iv. TWS does not provide any training on any matter that TWS would otherwise expect a computer literate adult to already be fully conversant in from a professional capacity.

o) COUNTA

- a. The COUNTA system is a proprietary tool of TWS and is for the sole use of the customer and TWS for the purpose of managing the web site.
- b. Managed services that are downgraded to hosting only services do not maintain the COUNTA system which is removed.
- c. If a website is transferred the COUNTA system is not included and nor are any service items supported by the COUNTA which includes news, galleries and testimonials etc. The client is welcome to make preliminary arrangements to capture flat copies via the website or make other arrangements prior to transfer. Flat SQL files can be supplied. Essentially the interface features for these additional dynamic components is non-transferrable. (In some cases this might make a site non-transferable. This is the nature of the provision of a service and not the supply of a product. If this aspect confuses then please contact TWS for fuller details.)

p) Exceptions

- a. If there are any terms that you disagree with, TWS can make exceptions as required. These exceptions should be in writing, signed by both parties and attached to the initial or new contractual agreement.