

Terms and conditions

All services provided by Getme Web Solutions Limited to the Client are subject to the following terms and conditions. Getme Web Solutions Limited may agree additional terms and conditions with the Client pertaining to an individual project and/or service, in such cases the terms and conditions within this document still apply to the project and/or service unless stated otherwise in the additional terms and conditions.

A copy of these terms and conditions must be signed by all new Clients at the time of submission of work to Getme Web Solutions Limited, indicating agreement to and acceptance of these terms and conditions. Alternatively, by placing an order with Getme Web Solutions Limited, the Client confirms that they are in agreement with the terms and conditions.

Estimates, quotations, charges and acceptance

Getme Web Solutions Limited may provide estimates to Clients for work where it is not possible to provide a fixed cost quotation (often this is due to the unique nature of a project). Estimates provided by Getme Web Solutions Limited to the Client may include several cost estimates (typically best and worst case costings). An estimate is not binding and estimated costs are subject to change.

Where possible Getme Web Solutions Limited will provide fixed cost quotations to Clients for work to be undertaken. The costs stated in a quotation are not subject to change, however, a quotation will set out precisely what is covered, and variations outside of this will be subject to additional charges.

Estimates and quotations submitted to the Client by Getme Web Solutions Limited will contain a breakdown of the tasks involved and a schedule for the work to be undertaken. Estimates and quotations are valid for thirty (30) days from date of issue. Getme Web Solutions Limited reserves the right to alter or decline to provide a quotation after expiry of the thirty (30) days.

Unless otherwise requested, estimates and quotations will be provided by email.

Getme Web Solutions Limited require written acceptance of an estimate or quote from the Client (this can be in the form of an email or hard copy).

Getme Web Solutions Limited require a minimum advance payment from the Client of fifty percent (50%) of the total estimated or quoted cost of a project where that total is equal to or greater than five hundred pounds (£500 GBP). The remaining costs of the project will be due upon completion.

Where the total estimated or quoted cost of a project is less than five hundred pounds (£500 GBP) full payment is due on completion.

Clients will be subject to hosting charges for web based projects as soon as they are installed, in whole or part, on to a web server, irrespective of the projects status (including 'in development' and 'archived').

Client review

Getme Web Solutions Limited will provide the Client with the opportunity to review work undertaken both during a project's development (where Getme Web Solutions Limited deem a review possible) and upon completion.

Upon completion of a project the Client will be notified in writing (by email unless the Client requests a hard copy) that a project is complete, and all associated materials will be made available to the Client. All work

will then be deemed to be accepted and approved, unless the Client notifies Getme Web Solutions Limited otherwise within fourteen (14) days.

Project timings and requirements

Getme Web Solutions Limited will make all reasonable efforts to complete the commission for the Client by the completion date specified in the estimate or quotation, or if no such date is specified, within thirty (30) days of the date initial payment is received from the Client. Clients may request a delay to the completion of a project, in such case the request must be agreed by Getme Web Solutions Limited.

The Client is required by Getme Web Solutions Limited to delegate a single individual as 'first-point-of-call' to aid with progressing the commission in a satisfactory and expedient manner.

In the majority of projects Getme Web Solutions Limited will require data (typically in the form of copy and images) from the Client. The initial data requirements will be provided in the quotation or estimate, data requirements arising later in the project will be requested in writing (by email unless the Client requests a hard copy). The client is required to provide requested data within thirty (30) days of the date initial payment is received from the Client for the project, or from the date of receipt of a written request from Getme Web Solutions Limited.

Prompt receipt of data from the Client is essential in enabling Getme Web Solutions Limited to complete the commission by the specified completion date. If data requirements are not met by the Client on the schedule set out in the agreed estimate or quotation, or later arising request, then this may impact any agreed implementation date and full responsibility for such impact is accepted by the Client.

If requested data is not provided within thirty (30) days then Getme Web Solutions Limited reserves the right to advise the Client of a revision to the final payment fee based on new or revised pricing schedules that may

be introduced from time to time.

If requested data is not provided within sixty (60) days then the Client will be considered in default of the commission, the project will be terminated and the Client sent the final invoice for immediate payment. Getme Web Solutions Limited will agree, at its discretion, to recommence the commission after agreement is reached on a new estimate or quotation document and once the original fees have been paid.

Payment

Payment can be made by cheque or bank transfer. Cheques should be made payable to Getme Web Solutions Limited and sent to Holy Oak Farm, Upton Snodsbury Worcestershire WR7 4NH. Bank transfers should be made to the Clydesdale Bank, Sort code: 82-66-27, Account No. 60024644, Account Holder: Getme Web Solutions Limited. Please provide your invoice number when paying an invoice.

On completion of work undertaken Getme Web Solutions Limited will provide an invoice to the Client, typically by email; however, the Client may elect to receive hard copy invoices. Invoices are due upon receipt.

If the Client is unable to make a payment they will inform Getme Web Solutions Limited immediately.

If the Client disputes an invoice, they will inform Getme Web Solutions Limited immediately.

Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default, and at the discretion of Getme Web Solutions Limited, will be subject to:

- Interest charges of eight percent (8%) on the total outstanding for over thirty (30) days, this includes VAT, and is calculated from the date of invoice;
- Debt recovery costs of forty pounds (£40 GBP) for totals less than five hundred pounds (£500 GBP) and eighty pounds (£80

GBP) for totals equal to or greater than five hundred pounds (£500 GBP);

- Immediate suspension of services, support, and maintenance;
- Removal of web hosted material.

Getme Web Solutions Limited is not responsible for any loss of data incurred due to the suspension of services, support and maintenance or the removal of web hosted material.

Cheques returned for insufficient funds will be assessed a return charge of twenty five pounds (£25 GBP), and in such cases the Client's account will immediately be considered to be in default.

Termination

Termination of services provided by Getme Web Solutions Limited to the Client must be requested in a written notice by the Client and will be effective on receipt of such notice. Email or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

Standard Media delivery

Unless otherwise specified in the project estimate or quotation, this agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered on CD/DVD or via email or FTP) and that all images will be provided physically in high quality print suitable for scanning or electronically in GIF, JPEG, PNG, or TIFF format (for vector artwork EPS and SVG format files are also acceptable). Although every reasonable attempt shall be made by Getme Web Solutions Limited to return to the Client any text, images or printed material provided, return of such materials cannot be guaranteed.

Material restrictions

Getme Web Solutions Limited reserves the right to refuse to handle:

- Any media which is unlawful or inappropriate;
- Any media which contains a virus or hostile program;
- Any media which constitutes harassment, racism, violence, obscenity, harmful intent or spamming;
- Any media which constitutes a criminal offence, infringes privacy or copyright.

Copyright, ownership and credit

Getme Web Solutions Limited retains full ownership and copyright of material produced for the Client until final payment has been received from the Client.

The Client retains the copyright to material provided by the Client, and grants Getme Web Solutions Limited the rights to publish and use such material. The Client must obtain permission and rights to use any materials that are copyrighted by a third party. The Client is further responsible for granting Getme Web Solutions Limited permission and rights for use of the same and agrees to indemnify and hold harmless Getme Web Solutions Limited from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. Evidence of permissions and authorities may be requested.

All intellectual property rights associated with any original software source code developed during a project remain the property of Getme Web Solutions Limited. The Client will be granted a royalty free, non-exclusive, irrevocable licence to further modify, publish and use the source code, in part or in whole, for subsequent development of the project within the scope of the initial estimate or quotation. A copy of the source code, together with its associated documentation, will be made available at request to the Client upon final payment. Getme Web Solutions Limited will charge a reasonable fee to cover the cost of transferring and supplying the source code and documentation to the Client.

The Client agrees that Getme Web Solutions Limited reserves the right to include any work undertaken for the Client in a portfolio of work.

A link to Getme Web Solutions Limited will appear in small type at the bottom of the Client's Web site.

Third party involvement

If the Client's Web site is to be installed on a third-party server, Getme Web Solutions Limited must be granted temporary read/write access to the Client's storage directories, and those directories must be accessible via FTP.

Depending on the specific nature of the project, other resources might also need to be configured on the server.

Getme Web Solutions Limited cannot accept responsibility for any issues arising out of alterations made by a third party to the project and associated material originally supplied by Getme Web Solutions Limited to the Client. Such alterations include, but are not limited to additions, modifications or deletions.

Indemnification

The Client agrees that it shall defend, indemnify, save and hold Getme Web Solutions Limited harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Getme Web Solutions Limited, its agents, its Clients, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. The Client agrees to defend,

indemnify and hold harmless Getme Web Solutions Limited against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with any Getme Web Solutions Limited server; (2) any material supplied by the Client infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to the Client from any Getme Web Solutions Limited server.

Disclaimer

Getme Web Solutions Limited will not be responsible for any damages your business may suffer. Getme Web Solutions Limited makes no warranties of any kind, expressed or implied for services we provide. Getme Web Solutions Limited disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Getme Web Solutions Limited and its employees. Getme Web Solutions Limited reserves the right to revise its policies at any time.

Governing Law

This Agreement shall be governed by English Law.

Last updated 26/10/2009

For the latest version of Getme Limited's terms and conditions visit;

<http://www.getme.co.uk/terms>



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