

Terms and Conditions

These terms and conditions are applicable to all Web Development projects that are undertaken by Internet Promotion Services. If the project is to be hosted by Internet Promotion Services, you can view those terms and conditions on this page.

1. Acceptance.

A copy of these terms and conditions is submitted along with project quotations and must be agreed prior to work commencing. Alternatively, payment of an advance fee or payment online is an acceptance of our terms and conditions. These terms and conditions are always available on our website for review.

2. Charges.

Charges for services to be provided by Internet Promotion Services are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days unless alternate timescales have been agreed beforehand with the Client. Internet Promotion Services reserves the right to alter or decline to provide a quotation after expiry of the valid timescale.

All Web Development projects costing will require an advance payment of fifty (50) percent of the project quotation total before work will commence. The remaining balance of the project quotation total will be due upon completion of the work prior to upload to the server or release of materials. Charges for web development do not cover the release of source Photoshop or Flash files; if the Client requires these items then a separate quotation can be prepared.

3. Client Review.

Internet Promotion Services will provide the Client with an opportunity to review the appearance and content of the Web site 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 Client notifies Internet Promotion Services otherwise within ten (10) days of the date the materials are made available to the Client.

4. Project Schedule and Content Control.

In the majority of projects, Internet Promotion Services will install and publicly post or supply the Client's Web site by the date specified in the project proposal. If no such date is specified, the timescale shall be within four weeks of the date initial payment is received from the Client, unless a delay is specifically requested by the Client and agreed by Internet Promotion Services. An alternate timescale can be agreed during the initial project discussion.

In return, the Client agrees to delegate a single individual as 'first-point-of-call' to aid Internet Promotion Services with completing the project in a satisfactory and expedient manner.

During the project, Internet Promotion Services will require the Client to provide copy and images. If content is not provided within four (4) weeks of an official request by email then Internet Promotion Services 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 content is not provided within eight (8) weeks from the original email request then the Client is considered to be in default of the project, the project will be terminated and the Client sent the final invoice for immediate payment. Internet Promotion Services will agree, at its discretion, to recommence the project after agreement is reached on a new quotation document and once the original fees have been paid.

5. Payment.

Invoices will be provided by Internet Promotion Services upon completion of the work for Web Development and Design and any associated services. Invoices are normally sent via email; however, the Client may elect to receive hard copy invoices. Invoices are due within thirty (30) days of receipt after which a reminder will be sent to the Client. If the invoice has not been settled after sixty (60) days then Internet Promotion Services will consider the account to be in default.

6. Default.

If the Client in default has any information or files on Internet Promotion Services' Web space, Internet Promotion Services can, at its discretion, remove all such material from its web space. Internet Promotion Services is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay Internet Promotion Services reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Internet Promotion Services in enforcing these Terms and Conditions.

7. Termination.

Termination of the Web Development project by the Client must be requested in writing and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

8. Legal Restrictions.

Terms and Conditions relating to hosting account content and usage can be asked separately.

9. Copyright.

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Internet Promotion Services the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Internet Promotion Services permission and rights for use of the same and agrees to indemnify and hold harmless Internet Promotion Services from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for Web

site design and/or placement shall be regarded as a guarantee by the Client to Internet Promotion Services that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

10. Media Delivery Requirements.

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered via e-mail, CD-Rom, DVD, or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. The specific requirements will be discussed and agreed with the Client prior to commencement of the project. Although every reasonable attempt shall be made by Internet Promotion Services to return to the Client any images or printed material provided for use in creation of the Client's Web site, such return cannot be guaranteed.

11. Access Requirements.

If the Client's Web site is to be installed on a third-party server, Internet Promotion Services 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.

12. Post Project Alterations.

Internet Promotion Services cannot accept responsibility for any alterations caused by the Client or a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions. Internet Promotion Services may require a one-off Web Development charge before resolving any issues that may arise.

13. Third Party Services.

Internet Promotion Services may require the usage of third party services - for example, credit card processing - to complete the Client's project requirements and will ensure these services are integrated into the project and working correctly upon completion. Internet Promotion Services cannot be held responsible for subsequent changes or issues with these third party services that may result in issues on the Client's website and may require a one-off Web Development charge before resolving any problems that may arise.

14. Domain Names.

Internet Promotion Services may purchase domain names on behalf of the Client, in which case they will then be renewed on an annual basis and the Client will be invoiced by Internet Promotion Services. For .com, .org and .net domains, reminder emails will be sent out to the client before the domain expires at ninety (90), sixty (60), thirty (30) and five (5) days before expiration with a final email sent ten (10) days after the expiration date. Domains ending in .co.uk are automatically renewed ten (10) days before expiration. In this case, the Client must notify Internet Promotion Services that they do not wish to keep the domain thirty (30) days before the expiration date. The loss,

cancellation or otherwise of the domain brought about by none or late payment is not the responsibility of Internet Promotion Services. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

15. General.

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

16. Governing Law.

This Agreement shall be governed by Indian Law.