

CLAYGATE COMPUTERS

Web Procurement Process

The following list describes the typical web site procurement process with Claygate Computers. The responsibilities of both the Client and Claygate Computers during this process are outlined. The client should ensure that these are fully understood.

- 1) **Initial Client Enquiry:** The client contacts Claygate Computers regarding their web site requirement.
- 2) **Agree Requirements:** A telephone or onsite meeting is held with the client to agree the site specification and requirements.
- 3) **Estimate Provided:** Claygate Computers provides an estimate of the costs for the design and creation of the web site and the time it will take to complete.
- 4) **Approval for Work to Commence:** The client accepts the estimate, approves the work and is invoiced for an initial deposit of 50% of the estimate.
- 5) **Client Provides Material and Content:** The client will provide all agreed written material, information and images before work commences.
- 6) **Work Commences:** Upon receipt of payment of the initial invoice Claygate Computers will commence work on the project and upload the developing site to a temporary space on the Internet. This will allow the client to view and approve the on-going work and to provide feedback.
- 7) **Half-Way Point:** Once the initial design of the site has been completed, Claygate Computers will email the client a link to the site-under-construction for review. At this point the client is required to provide the following before the design process can continue:
 - a) Feedback on the current design, so that Claygate Computers can ensure that it is acceptable to the client.
 - b) The remaining balance, including any additional costs (for extra pages/pictures/design not already included in the Website Proposal Form).
 - c) All remaining text and pictures for the website.
- 8) **Completion:** The completed website will be released for upload to the client's server or permanent web space when the following conditions are true:
 - (a) The client has authorized the upload.
 - (b) All outstanding invoices have been settled.
- 9) **On-going Maintenance:** Any regular maintenance or search engine promotion activity is then agreed.

Terms and Conditions

- **Contract:** The client's approval for work to commence shall be deemed a contractual agreement between the client and Claygate Computers. Important: Approval for the work to commence and payment of the advance fee indicates that the client accepts these terms and conditions.

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- **Material:** All material supplied by the client shall remain the client's property. It will be assumed that this material belongs to the client and that it does not breach any copyright laws.
- **Registration Charges:** All third party costs arising from the registration of a domain name shall be met by the Client. Where Claygate Computers has registered this domain name on the client's behalf Claygate Computers agree to transfer this domain name to the client upon request without charge.
- **Intellectual Copyright:** Claygate Computers will retain the copyright of any material, including the source code, created for the client by Claygate Computers until payment of the final invoice. At this time it will become the property of the client.
- **Search Engine Promotion:** Claygate Computers are not responsible for the client's on-going web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. Claygate Computers can make no guarantees about the success of any search engine promotion activity because this is controlled by the search engines.
- **Cancellation:** Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.
- **Travel Time and Expenses:** Travelling time to and from customer premises is not generally included in our estimate. Claygate Computers reserve the right to make a charge for travelling time at our normal consultancy rates. Likewise Claygate Computers reserve the right to charge for travelling expenses based on 35p 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 only. Should the client decide that changes are required, as the site is developed, then we will accept these changes subject to any agreed changes to both timescale and cost.
- **Advance Payment:** An advance of 50% of the estimate is required before work can commence. After work commences this is non-refundable. We reserve the right to invoice for work carried out to date at any point during the construction and to halt construction until such invoices are settled.
- **Payment terms:** Payment is currently accepted by credit or debit card, cheque, bankers draft in UK Pounds Sterling, or cash unless otherwise agreed. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.
- **Payment:** Payment of any balance will be due within 30 days of final invoice date. Full publication of the Client's website will take place only after full payment has been received.
- **Future Support:** The website is provided to and accepted by the client as a fully functioning, completed work. Claygate Computers is not responsible for future support. This can normally be provided upon request and for an agreed fee. There can be no guarantee of future support unless an ongoing support package is negotiated.
- **Future Problems:** Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is unlikely that these will affect your website, and Claygate Computers will endeavour to protect it from this as much as we can during its creation, but we cannot be held responsible for problems that develop on sites after we have handed them over to the client.

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- **Late Payment:** Accounts that have not been settled within 7 days of our final reminder will incur late payment charges and interest.

Notes:

Should Claygate Computers waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Claygate Computers to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected.

Claygate Computers reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please [contact us](#).

Terms and conditions courtesy of [Toucher Web Design UK](#).