



Website & application development terms and conditions

Last reviewed 19th March 2020

These terms and conditions are applicable to all development projects that are undertaken by TWDS Digital Ltd. If the project is to be hosted by TWDS Digital Ltd, it will also be subject to our web hosting terms and conditions, which can be viewed at https://twds.digital/docs/hosting_t&cs.pdf.

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.

Charges

Charges for services to be provided by TWDS Digital Ltd are defined in the project quotation that the Client receives via email. Quotations are valid for a period of 30 days unless alternate time-scales have been agreed beforehand with the Client. TWDS Digital Ltd reserves the right to alter or decline to provide a quotation after expiry of the valid time-scale.

All Web Development projects will require an advance payment of fifty 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.

Payment for services is due by online payment, cheque or bank transfer. Cheques should be made payable to TWDS Digital Ltd and sent to 3 Grimsdells Corner, Sycamore Road, Amersham, Buckinghamshire, HP6 5EL.

Client Review

TWDS Digital Ltd will provide the Client with an opportunity to review the appearance and content of the website/ application 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 TWDS Digital Ltd otherwise within ten days of the date the materials are made available to the Client.

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Project Schedule and Content Control

In the majority of projects, TWDS Digital Ltd will install and publicly post or supply the Client's website/application by the date specified in the project proposal. If no such date is specified, the time-scale shall be within eight weeks of the date initial payment is received from the Client and if a delay is specifically requested by the Client and agreed to by TWDS Digital Ltd, an alternate time-scale can be agreed during the initial project discussion.

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

During the project, TWDS Digital Ltd will require the Client to provide copy and images. If content is not provided within two weeks of an official request by email then TWDS Digital Ltd 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 four 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. TWDS Digital Ltd 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.

Payment

An invoice will be issued at the start of the project to cover the initial charge. A final invoice will be provided by TWDS Digital Ltd upon completion of the work Development, Design and any associated services. Invoices are normally sent via email; however, the Client may elect to receive hard copy invoices. The initial invoice payment is due immediately. Final invoice is due within fourteen days of receipt after which a reminder will be sent to the Client.

If the invoice has not been settled after thirty days then TWDS Digital Ltd will consider the account to be in default.

Default

If the Client in default has any information or files on TWDS Digital Ltd' Web space, TWDS Digital Ltd can, at its discretion, remove all such material from its web space.

TWDS Digital Ltd 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 of £25 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 TWDS Digital Ltd reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by TWDS Digital Ltd in enforcing these terms and conditions.

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Termination

Termination of the 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 fourteen days.

Legal Restrictions

Terms and Conditions relating to hosting account content and usage may be found on this page.

Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants TWDS Digital Ltd 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 TWDS Digital Ltd permission and rights for use of the same and agrees to indemnify and hold harmless TWDS Digital Ltd from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website/ application design and/or placement shall be regarded as a guarantee by the Client to TWDS Digital Ltd that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

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 email, CDROM, 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, .jpg, .png or .tif 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 TWDS Digital Ltd to return to the Client any images or printed material provided for use in creation of the Client's Website, such return cannot be guaranteed.

Access Requirements. If the Client's Website is to be installed on a third-party server, TWDS Digital Ltd 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.

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Post Project Alterations

TWDS Digital Ltd 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. TWDS Digital Ltd may require a one-off Web Development charge before resolving any issues that may arise.

Third Party Services

TWDS Digital Ltd 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. W TWDS Digital Ltd 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.

Domain Names

TWDS Digital Ltd 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 TWDS Digital Ltd. For all domains, reminder emails will be sent out to the client before the domain expires at sixty and thirty days before expiration.

Domains are automatically renewed ten days before expiration. In all cases, the Client must notify TWDS Digital Ltd that they do not wish to keep the domain twenty 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 TWDS Digital Ltd. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

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.

Governing Law

This Agreement shall be governed by English Law.