

Internet@TSP

GENERAL TERMS AND CONDITIONS

1. Customer's conditions. No printed condition on a customer's own order form will apply to this contract unless specifically agreed to in writing by Internet@TSP.

2. VAT. Value Added Tax is not included in estimate prices unless it is specifically stated and will be added to the invoice at the rate prevailing. Any changes to the rate or scope of Value Added Tax will be passed to the customer immediately.

3. Preliminary work. All preliminary and experimental work requested by the customer will be charged for.

4. Proofs. Proofs will be supplied on disk, uploaded to a temporary location, or supplied as a digital print depending on the needs of customers. It is the responsibility of the customer to check for literal accuracy. Corrections will be accepted in writing or if simple over the telephone. Where style, typefaces or layout is left to Internet@TSP's discretion changes made therefrom by the customer may be charged extra.

5. Author's alterations and additional work. Any alteration to the original copy or instructions made by the customer may incur extra charges if the amendments or alterations involve us with extra work or expense. Any additional work beyond the scope of the estimate may be charged for. We aim to tell the customer when extra chargeable work has been requested but we offer no guarantee to do this.

6. Colour matching. Where a customer specifies a particular colour we will try to match this as closely as we can. However, due to the nature of the Internet and of the printing process an exact match cannot be guaranteed.

7. Customer's property. Every reasonable care is taken with customer's property, but we do not guarantee its safekeeping and we accept no responsibility if it is lost, damaged or stolen. Items of value should be insured by the customer.

8. Hosting with other companies. Customers who use other companies to host their web sites should note that we require the relevant access information to be supplied to us in order that we can upload/download their site. We reserve the right to charge extra to upload to another hosting company if this causes us additional work. In some circumstances we may pass the site to the customer for them to upload.

9. Printer's property. All plates, films and blocks etc. used in the printing process are our property and may be destroyed after use.

10. Keeping artwork and data. Where artwork, typesetting, design or programming has been produced by us or on our behalf in the course of the work done these remain our property at all times. Digital data stored on our network remains our property. We normally endeavour to preserve such items for at least 12 months but we do not guarantee to do so. Web site customers are advised to make backups of their site upon completions as we do not guarantee to store these indefinitely.

11. Web sites. Due to the nature of the Internet we do not guarantee information displayed. It is the customer's responsibility to check frequently the content and functionality of their web site and to notify us promptly of any errors, discrepancies or malfunctions found. We offer no warranty whatsoever on the continuing performance or accuracy of any web site.

12. Illegal Matter. The customer warrants that all reproduced matter complies with all relevant legislation, is not libellous, obscene or otherwise illegal and that it will not be put to illegal or unlawful use. The customer also warrants that he/she is the owner of the copyright in the matter to be reproduced or, alternatively, that the owner of the copyright has granted permission for the matter to be reproduced. The customer will indemnify us at all times in the respect of all claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, trade marks or other intellectual property or personal rights contained in any material reproduced for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

13. Delivery dates/timescale.

13.1 Whilst we try to complete bespoke projects within any agreed timescale, many factors outside our control can cause late completion. We will accept no responsibility for consequential loss, damage or loss of profits or any other kind of loss.

13.2 Orders for web and/or email hosting and for domain name registration will be executed within 2 working days from receipt of order and payment from the customer. All orders will be acknowledged by Internet@TSP by post or email, and it is the customer's responsibility to check all the details on the invoice, estimate or order acknowledgment and to notify Internet@TSP immediately of any errors or misunderstandings.

14. Expedited work. Should expedited work be requested by the customer and agreed by us, any extra costs involved (such as re-scheduling work, overtime etc.) will be borne by the customer.

15. Cancellation and refunds

15.1 Graphic and typographic design, website design, construction and maintenance, consultancy, artwork, typesetting, printing, binding, finishing and allied work (including any combination of these processes) are bespoke services carried out specifically for the customer, in accordance with the customer's instructions. If the project or work is cancelled or altered by the customer before it is completed, Internet@TSP shall be entitled to payment for any work already carried out and for any cost incurred on the customer's behalf. There is a minimum cancellation charge of £10 to cover administration. No refunds can be given for work carried out at the customer's request.

15.2 Web and/or email hosting is provided and charged on an annual basis, and must be paid for before the service commences or is renewed. Hosting can be cancelled by the customer at any time by giving Internet@TSP five working days notice, which must be confirmed by letter or verifiable email. Once hosting is cancelled, all files (including emails) will be deleted permanently from the web servers: this is irreversible and customers are strongly advised to arrange for local backups to be made either by themselves or by Internet@TSP. A refund in respect of hosting cancelled part-way through the year will be made on a pro-rata basis, but will not exceed half the annual hosting charge.

15.3 Where a "money back guarantee" is offered on our website or in other publicity, the request for a refund must be made by the customer by email or by letter not more than 14 days after the end of the stipulated period. The refund will be made promptly and the service(s) in question will be terminated.

15.4 Domain name registration: domain names are registered or renewed by Internet@TSP with the appropriate registrar, on the customer's behalf. The terms and conditions of the registrar must be observed by the customer. Most domain names can be registered or renewed for a fixed number of years (the default is two years), but the registration cannot be cancelled. If, due to an error made by Internet@TSP, the domain name is registered incorrectly, either a new registration will be made to correct the error free of charge or a full refund of the registration fee will be made.

16. Deposit. Unless otherwise agreed in advance, all orders involving web or graphic design, printing or other bespoke work must be accompanied by a £25 or 33% deposit, whichever is the greater. Internet@TSP reserves the right to increase the size of this deposit if it considers it appropriate to do so. Deposits are not normally refundable once work has started on the project.

17. Payment. Unless otherwise agreed in advance all goods and services must be paid for upon completion or delivery, as specified by Internet@TSP. Continuous services such as web hosting and domain name registration must be paid for in advance. Until services have been paid for, all web sites (and the copyright therein), domain names, web space, design or printing will remain the property of Internet@TSP.

18. Law. These conditions and all other express terms of contract shall be governed and construed in accordance with the laws of England.

19. Terms and conditions for web hosting and domain name registration. These General Terms and Conditions shall include Internet@TSP's "Terms and Conditions for Web Hosting and Domain Name Registration", which is a separate document available on request and online at www.internet-tsp.co.uk/support/terms-hosting.pdf.

Revised 1 July 2015

J G Fleming trading as Internet@TSP
124 Corve Street, Ludlow, Shropshire SY8 2PG
Tel: 01584 874353