

DEV PARTNERS

STANDARD TERMS AND CONDITIONS

By placing an order or entering a support or maintenance agreement with Dev Partners, you confirm that you are in agreement with and are bound by these terms and conditions. Any agreed variation to these will be supplied by Dev Partners in writing.

DEFINITIONS:

Dev Partners: Dev Partners Limited who is the primary developer, designer and/or support provider together with its employees or affiliates.

the Client: The company or individual requesting the services of Dev Partners and whose name appears on the Contract.

the Contract: A written agreement prepared by Dev Partners and signed by the client in relation to a specific project or support and maintenance services.

GENERAL

Dev Partners will carry out work only where a written agreement (the Contract) has been received from the client. This agreement can be supplied via email or post and must be signed by the client by the proprietor, a director or a suitably authorised senior person.

Should Dev Partners agree to accept a verbal instruction in relation to a new project or additions to an existing project then this will be treated in the same as a written contract signed by the client. However, before any work commences, Dev Partners will confirm, via email, the details of the verbal instruction and the client will be expected to immediately respond should they not agree with Dev Partners' confirmation. The absence of an immediate response will be treated as agreement to the work being undertaken.

WORK UNDERTAKEN BY DEV PARTNERS

Whilst every endeavour will be made by Dev Partners to ensure that the website, database, e-commerce development or any other application together with any associated scripts or programs

are free of errors, Dev Partners cannot accept responsibility for any losses incurred due to malfunction of applications, associated programs, the website or any part of it.

Where Dev Partners are constructing a website on behalf of the client, the client will become the site owner in accordance with the passing of rights section below. However, its design, graphics and any associated database development or programming code remain the property of Dev Partners. Any scripts, cgi applications or software, written by Dev Partners remain the copyright of Dev Partners and may only be commercially reproduced or resold with the permission of Dev Partners. Dev Partners agree not to simply reproduce the exact same website design for other clients but reserve the right to create websites with a similar look and functionality.

Dev Partners cannot take responsibility for any copyright infringements caused by materials supplied by the client or on behalf of the client. The client is solely responsible for ensuring copyrights are not infringed. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given signifying permission to use such material.

Any additions to the initial brief will be carried out at the discretion of Dev Partners. Even where a fixed development fee or specific hourly rate has been agreed for the project, Dev Partners reserves the right to charge for additions at their standard hourly rate.

The client agrees to make available as soon as is reasonably possible to Dev Partners all information or materials required to complete the work to the agreed standard and within the set deadline. Delays in supplying required information or materials may incur additional charges and Dev Partners cannot be penalised if the original deadline is not met.

Dev Partners will not be liable for costs incurred, compensation or loss of earnings due to any of the following:

1. Failure to meet deadlines.
2. Unavailability of the website, its servers, software or any material provided by its agents.
3. Any server upgrades or operating system updates which may result in website functionality failing.

4. Work carried out by the client or other third parties which interface or interact in any way with the development undertaken by Dev Partners.

Dev Partners will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner.

Where applications or sites are developed on servers not recommended by Dev Partners, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server in order for the application to be correctly developed. Where large applications are to be developed, it is the Client's responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully all aspects of any web site, application or program relating to a site/application developed by Dev Partners before it is made generally available for use. Where "bugs", errors or other issues are found after the site/application is live, Dev Partners will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

WEBSITE HOSTING

Dev Partners do not generally offer a hosting service but are happy to advise the Client on the choice of hosting supplier. The relationship with the hosting company will however remain between the Client and their chosen supplier. Dev Partners can accept no liability for any downtime, disruption or loss of business caused by a third party web host.

PAYMENT FOR WORK

A deposit is required from any new client before any work is carried out. This will usually be 50% of the quotation supplied but will be confirmed within the Contract.

The standard payment terms employed by Dev Partners are that our invoices should be paid within 14 days from the date of invoice. This may be varied under certain circumstances but will only apply if an agreement to the varied terms has been supplied in writing. Where stage payments are due to be made during the course of development then these should be made by the due date regardless of whether an invoice has been received from Dev Partners. Whilst Dev Partners will endeavour to supply stage payment invoices at least 14 days before payment is due, non-receipt will not be an accepted excuse for non-payment.

Failure to make payments on time will result in Dev Partners ceasing work and agreed deadlines being missed. The final payment MUST be received before any website or other development should be used in a live environment.

If accounts are not settled on time, access to the related websites or other applications may be denied and web pages removed. Dev Partners will pass overdue accounts to debt collection agencies and/or the Small Claims Court. Such action can result in adverse effect on the Client's credit rating as well as additional costs being added to the Client's account. Dev Partners reserve the right to charge interest at 3% above bank base rate on all overdue amounts.

At all times, Dev Partners reserves the right to stop development or suspend support if a client's account is outside of the payment terms set above or varied within the written contract.

PASSING OF RIGHTS

Where provided in the Contract that the Client will become the owner of the web site or other application, this right is not passed to the Client until all work undertaken by Dev Partners has been paid in full. Whilst the Client may become the web site or application owner, this does not include ownership of scripts, programs, or other items mentioned elsewhere in this document.

Site or application ownership does not imply ownership of third party applications or code employed or other items which are copyrighted by others. The rights to photographs, graphics and any third party items such as source code, always remain the property of their respective owners.

Unless you have our specific written agreement in the Contract, all products, including Content Management Systems, interfaces, navigational devices, menus, menu structures or arrangements, icons, help, all operational instructions, scripts, cgi applications, software, programming/source code, and all other components of any source or object computer code that comprises the web site, all literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the content and design elements used or developed and all software, and our products and results of our services remain our property and we retain full ownership rights and all intellectual property rights. You specifically agree not to do anything that may in any way infringe upon or undermine our rights, title, or interest in the web site or our products and services. This includes, but is not limited to, any sale, transfer or gift of the whole or of any part of any item, data or anything whatsoever that we own. You fully understand that we may reproduce, reuse, develop and use in any other way we choose, anything within our ownership.

COMPLAINTS

Informal procedure

Anyone who experiences a problem with the web site or other application provided by Dev Partners should raise the matter directly by email or using our online contact form, giving sufficient information to locate the web site/application (such as an url) and clearly outlining the problem and grounds for complaint.

Dev Partners will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to Dev Partners, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

TERMINATION OF CONTRACTS

Once work has commenced and unless provided for within the contract, contracts relating to a specific development, as opposed to those for ongoing support, cannot be terminated and the client remains responsible for the costs of development. Dev Partners will consider and not unreasonably oppose an argument for the project cost to be reduced, if less than 50% of the development has been completed.

Contracts related to ongoing support can be terminated by either party by giving no less than three months' notice, in writing. Any such notice cannot give a termination date earlier than the first anniversary of the contract. The minimum term and period of notice can only be varied, if stated within the signed contract.

CHANGE OF OWNERSHIP

Should Dev Partners change ownership, the new owners would be expected to honour all ongoing contracts but the current owners cannot be held responsible should the new owner not do so.

Should the client change ownership then Dev Partners will only be obliged to honour the contract after it has been furnished with full details of the new owners, their credit worthiness and has given its agreement to do so in writing.