

2012 Terms and Conditions

It is mandatory that all clients read, understand, and agree completely with all the terms and conditions relevant to the transaction, as stated in this document.

Above all, it is important that the client understands the following:

Webetecture cannot take responsibility for any losses for loss of data, custom, or income as a result of any of our services. Everything we do must be authorised by the client, whom accepts all responsibility for the consequences of his/her decisions.

Webetecture's websites

- All content on our main site: www.webetecture.co.uk is property of Webetecture. Webetecture forbids the use of our content without written permission.
- The facilities available to Webetecture's past and present clients at www.webetecture.co.uk is the property of, and is copyrighted in the name of Webetecture.
- All content on our hosting site: www.webetecture-hosting.com is property of Webetecture. Webetecture forbids the use of our content without written permission.
- Support documentation published on www.webetecture-hosting.com is written by and is the property of Webetecture. If you wish to re-use the documents, contact us for consent.

Payments, invoicing & refund policy

- Payments are to be made by PayPal, by Bank Cheque, Direct Debit instalments or by Fast Payments bank transfer.
- Cheques must clear before work can commence, be payable to "Webetecture", and make payment for 100% of the billed amount.
- Invoices will be emailed out to clients. It is the responsibility of the client to ensure that the email address provided is accurate and their own. Where no email address has been provided, the invoice will be posted to the client.
- Duplicate invoices are available from the user area on Webetecture main site, under "Invoicing", whenever you require them.
- Clients are entitled to a refund of at least 60% of the bill, reasons permitting, for web design services. The remaining 40%, as stated, is non-refundable. Clients requesting refund must provide valid reasons. Reasons such as "We found someone cheaper", when work has already commenced is not acceptable, and does not warrant a refund.
- Where a refund is granted, the client is not entitled to the product/service being refunded, and must surrender this back to Webetecture. Should any work the client has done in the future reflect (in any way) the work of Webetecture, the client will have to have this removed, or face legal action.

Discount policy

- Discounts are only redeemable up until 23:59 on the expiration date associated to it. Full cost will apply after this deadline.
- Discounts are limited to one discount per transaction per person. The same client cannot redeem the same discount on future work.
- Student discounts are available for as long as the student remains in education. Students are required to provide information on their courses at registration. Webetecture reserves the right to check this information with the University the student claims to attend. Webetecture reserves the right to ask the student for proof of studentship, at any point throughout the contract.

Web Design

- At least, a deposit of 40% is required before any work commences. This deposit is non-refundable.
- The remaining balance must be cleared before Webetecture releases the website for deployment.
- Webetecture cannot and will not be held responsible for content provided by the client, nor can Webetecture be held responsible for content included at the direction of the client, during development, after development or after deployment.
- Webetecture will not be associated with content that is deemed inappropriate, and will immediately cease any web design project where fit. Content that is inappropriate is unlawful, racist, violent, obscene, harmful, spam, of adult/pornographic nature, commits a criminal offence, breaches privacy and copyright infringement, contains a virus of malicious content, constitutes harassment, or anything else deemed inappropriate based on the discretion of Webetecture. The client will not be entitled to a refund.
- All websites will be tested for compatibility against the three most used browsers at the time of website creation. Webetecture cannot be held responsible for any incompatibility post-development, caused by modifications to the website code by the client, or future updates to browsers, or in any browser we have not tested.
- The HTML and CSS code will be tested for compliance against the standards set out by the World Wide Web Consortium. Occasionally, it may be necessary to use code that does not pass the tests. Such occasions will be documented and reported back to the client, explaining what the cause of failure was, and the reason for not resolving the issue.
- All websites developed by Webetecture will carry a credit to Webetecture, in the form of an animated gif, 36 x 144 pixels in size, in the footer of the website.

Content Writing (NEW – April 2012)

- Content writing services charged at £8.49 per page/chapter.
- Price includes 2 free re-writes. Any further modifications/re-writes cost £4.95 per page/chapter.
- All content written will be original; not copied from any source, i.e. Books/Internet. Webetecture will perform various checks to ensure that the content is not highly similar to any online sources.
- All content will be correct in terms of spelling and grammar.
- Any content provided by Webetecture is subject to the authorisation of the client, and will not be implemented until Webetecture receives written acceptance to the implementation of such content.
- Any free graphics/content sourced by Webetecture for content purposes will also be subject to authorisation by the client. Any free graphics/content being used will abide by the terms and conditions of the provider.
- Webetecture cannot be held responsible for the content provided, or any issues/problems/discrepancies that may come as a result of it.
- If Webetecture receives any complaints with regard to past/present clients websites content, Webetecture, although not responsible for such content, will pass on any concerns reported to the client, and recommend the best possible action.

Maintenance

- All maintenance contracts include up to 2 hours work per maintenance day. Any further hours will be charged at £8/hour. If we feel the work required is too timely and costly, we may choose to arrange the negotiation of a set fee, in an attempt to save the client money.
- No other party is to interfere with the website for as long as a maintenance contract with Webetecture is in place. Should we find any changes we have not made, the contract will be terminated with immediate effect. The client is not entitled to a refund, and any remaining balance will be required.
- Webetecture cannot be held responsible for the effects of modifications made to the website by any other party.
- Any changes you wish Webetecture to have implemented must be sent to us 14 days before scheduled maintenance.
- 40% deposit is required before the contract starts. The remaining balance can be paid either by monthly instalments, or in-full at start of contract.
- All websites maintained by Webetecture will carry a credit to Webetecture, in the form of an animated gif, 36 x 144 pixels in size, in the footer of the website.

Search Engine Optimization (SEO)

- We cannot guarantee the achievement of an exact ranking, it would be irresponsible of us to claim we can! There are too many external factors that can hamper the success of any SEO strategy; for instance the strategy of others may be more intense than that of our own.
- Webetecture SEO is organic – that is, we do not use ‘pay per click’ (PPC), or any other form of paid advertising to jump rankings.
- Optimization will be for eight keywords (two primary keywords, six secondary), for a period of six months. The aim is to achieve the highest possible ranking on the Google search engine.
- During a SEO plan, Webetecture must be allowed complete access to the website being optimized, typically by FTP access. Any time periods where we cannot access the site, will still be taken from the six months.
- Once the six month period is over, we will leave your site with all progress remaining, and will not attempt to reverse our efforts in any way.
- Once the six month period is over, we will discuss with the client the success of the programme, how we could change our strategy for the client and what success we think we could do given more time.
- All websites optimized by Webetecture will carry a credit to Webetecture, in the form of an animated gif, 36 x 144 pixels in size, in the footer of the website.

Hosting

Hosting customers are not entitled to a refund of any kind.

Although it is not mandatory, we would appreciate any credits to Webetecture’s hosting plans you place on your website. These credits take the form of an animated gif, 36 x 144 pixels in size. The code for these credits can be found at <http://www.webetecture.co.uk/supportUs/>.

Web Space & Loss of Data

- Webetecture are not responsible for any loss of data caused by the client (even by accident) on their own web space, or loss of data incurred by viruses and other malicious software. It is the client’s responsibility to ensure they have appropriate backups of any data stored on our servers.
- The web space allocated to a client is the total size they have. It is the customer’s responsibility to set up e-mail accounts and MySQL Databases, being aware that any space allocated to such mailbox’s and databases, will come out of this total.
- Further web space can be purchased should the client need to do so.

Bandwidth

- *Webetecture hosting packages come with a set limit on bandwidth. This is the minimum amount of traffic/bandwidth that will be allocated to the site. Over the contracted term, clients might find an increase in bandwidth, should we manage to find more resources.*
- *Extra bandwidth can be requested, however it will be charged at a set rate per GB.*
- *Webetecture cannot be held responsible for the impact on the client's website when the bandwidth has been used. It is the responsibility of the client to contact us requesting more, and paying appropriate charges, should they require more bandwidth.*

Uptime and Downtime

- *Webetecture are not responsible for any downtime caused by the client or other external influencing factors. For instance should the customer have set up a domain, with 123-reg for example, but have set it up with the wrong DNS information, we cannot be held responsible.*

Server Upgrades and Requested Package Upgrades and Downgrades

- *Webetecture cannot be held responsible for any loss of data while performing any upgrade or downgrade work to clients packages. It is the responsibility of the client to hold back-ups of all data stored on our servers.*
- *In the event where our servers are having upgrades/updates installed, we will email our clients to inform them of the upgrades. We will advise that all clients back up the content on the servers. It is the responsibility of the client to ensure appropriate backups, as Webetecture cannot and will not be held responsible for any loss of data.*

Domains & Domain Management

- *Webetecture cannot be held responsible for any downtime caused by the clients external domains being configured incorrectly (i.e. DNS, MX, CNAME, A records).*
- *Webetecture are not responsible for incorrect domain transfers performed by the client.*
- *Where Webetecture have had to set up a domain on behalf of the client, Webetecture are the sole owner of the domain name, and will remain the owner until the client purchases the domain name off Webetecture.*

End of Service

- *You will be emailed a renewal request 30 days before contract expiry. Should you not respond, on expiry the account will be temporarily suspended.*
- *Should you fail to renew and the 30 day suspension period is over, all data stored on our server will be deleted (files, email accounts, databases... everything!), and cannot be restored, so ensure that everything is backed up, else you will lose it!*