

## 1 Formation of Contract

1.1 All goods and services sold by Devision (UK) Limited are sold subject to these Terms and Conditions and these Terms and Conditions together with the Specification and Quotation supplied to the client by Devision (UK) Limited shall be the sole terms and conditions of any sale by Devision (UK) Limited to the client unless otherwise expressly agreed in writing by Devision (UK) Limited. Terms and Conditions on the client's order form or other similar document shall not be binding on Devision (UK) limited and the placing of an order with Devision (UK) Limited for its goods or services by a client shall indicate that client's unqualified acceptance of these Terms and Conditions.

1.2 No representative, agent or sales person has Devision's authority to vary, amend or waive any of these conditions on behalf of Devision (UK) Limited and no amendment or addition to any of these Conditions shall be deemed to have been accepted unless agreed in writing by Devision (UK) Limited.

## 2 General Terms of trading

2.1 As a valued customer of Devision (UK) Limited, Devision (UK) Limited will make minor amendments to the project at no extra charge to the client, as long as the request stays within and is related to the remit specified in the original contract. Any additional work outside the original brief is subject to a separate quotation. This will be agreed with the client before commencement of the additional work.

2.2 Devision (UK) Limited will do everything possible to adhere to agreed milestones, if milestones are foreseen not to be achievable due to elements directly controlled by Devision (UK) Limited, advanced warning will be given to the client. Devision (UK) Limited accepts no responsibility for late delivery, if it is found the client has not assigned the necessary and appropriate resources to the project thus causing delayed deadlines.

2.3 On completion of the project the client is required to complete, date and sign a project delivery form. Once this form is signed, Devision (UK) Limited will not accept any liability or claim for errors present in the completed project. It is imperative that the client checks all aspects of the project thoroughly before signing.

2.4 Devision (UK) Limited may and do use approved companies including IT professionals, web / non-web designers and printers that are specialists in their respective areas. Devision (UK) Limited cannot guarantee the quality of their services and products, but the companies recommended by Devision (UK) Limited are selected for their reputation and commitment to quality. The client is free to request their own existing companies / suppliers if so desired.

2.5 Any ideas and processes submitted to a client prior to award of contract are property of Devision (UK) Limited and may not be used by the client without the permission of Devision (UK) Limited.

2.6 Devision (UK) Limited believes in maintaining and building good and solid trust relationships with their clients. To this end, Devision (UK) Limited employees will not divulge client specific information to other clients.

2.7 All Data is stored in the backup archive once a project is complete. CD's of clients work are available on request at an agreed cost.

## 3 Financial terms of trading

3.1 All prices are subject to standard VAT unless otherwise stated.  
3.2 Due to the amount of time needed for completion of some projects to both parties satisfaction, Devision (UK) Limited present a mutually agreeable staged payment plan to the client on award of the contract. Staged payments may and will vary dependant on the type of project, project value and specific milestones (unless other credit agreements have been arranged with written consent from a Director of Devision (UK) Limited prior to commencement).

3.3 Devision (UK) Limited does not accept responsibility for any copyright issues that arises from material supplied by the client.

3.4 Devision (UK) Limited retains ownership of all copyright of a project until full and final payment is received and consequently will not release any elements of the project to the client or into the public domain including printed material, websites, brochure work etc. Once full and final payment is received, the project becomes property of the client.

3.5 Any aspects of a project deemed out of scope of services offered by Devision (UK) Limited may incur indirect charges from time to time (e.g. Photographs / imagery from libraries), these will be quoted separately and require the client to pay for any images direct to the image library vendor.

3.6 All artwork and processes are the property of Devision (UK) Limited until full and final payment is made. Devision (UK) limited reserves the right to use any element of the project (including artwork and code) within its portfolio. Devision (UK) Limited retains the right to reuse code, processes and any aspects of the project in other or similar projects.

## 4 Websites & Internet Services

4.1 A website schema / plan will be drawn up and presented to the client detailing layout of web pages, position of imagery, any animated sections and textural content. If the client wishes to change the layout after acceptance of the schema then this will be deemed additional chargeable work that will be quoted for before being undertaken.

4.2 The client will be shown colour proofs detailing the page design of the website. An acceptable electronic format design will be presented to the client after a project meeting with the client that will have obtained the projects objectives, ideas and pre-conceptions. If the client wishes to change the design after acceptance of the design, then this will be deemed additional chargeable work that will be quoted for before being undertaken.

4.3 All "work in progress" websites will be hosted on non-disclosed website addresses until both the client and Devision (UK) Limited are satisfied with the final outcome and all monies are settled.

4.4 Any additional animation and graphics will be quoted separately.

4.5 Devision (UK) Limited works closely with several Internet Service Providers. Any services and hosting packages purchased by or on behalf of the client must be paid for on receipt of order to Devision (UK) Limited before any account details can be submitted.

4.6 Devision (UK) Limited will not accept any responsibility for the clients website positioning (ranking) in any commercial search engine website, as Devision (UK) Limited have no direct control over the third party companies who control the search engines processes.

4.7 Devision (UK) Limited offer additional services such as assistance and advice on marketing any awarded contracts. Any marketing activity required will be quoted separately. Devision (UK) Limited cannot guarantee success, but will do everything possible to achieve the clients' objectives.

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Customer Signature (To be retained with Trading Terms and Conditions)

Print Organisations Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signature - I hereby agree to the trading terms and conditions of Devision (UK) Limited \_\_\_\_\_

Date \_\_\_\_\_