

My Outsourced Web Team



Website design, programming and construction

Terms of business mowt 2017i3

All Users of web development, programming and construction services provided by My Outsourced Web Team, by use of such services, accept the terms of business set out in the form of service agreement which follows, irrespective of the mode or manner of ordering employed by the User when ordering the services.

This Agreement is made between My Outsourced Web Team, a wholly owned subsidiary of Toucan Internet LLP.

Registered office: 14 Austin Friars, London EC2N 2HE

"we", "My Outsourced Web Team", "MOWT" and the user, the client to whom services are provided.

The following constitute the terms and conditions under which My Outsourced Web Team trades and supplies its web development, programming and construction services and related products.

These conditions, in conjunction with the details as shown on the My Outsourced Web Team Order Form (where completed) and "Toucan Internet LLP Terms of Business – Hosting Terms and Conditions" (where hosting services are provided) represents the totality of the agreement and forms the Contract between My Outsourced Web Team and the User.

Any agreed variation or alteration to part of these terms and conditions as annexed to this Contract will not invalidate the remainder or the whole. Any alteration or addition to the supplies instructed on the order will require to be the subject of a new order. My Outsourced Web Team is entitled to suspend services if the User does not adhere to any or several conditions of this Contract.

1. MOWT's Quote, Agreement Letter/Email and attachments cannot be varied without the signature of a Toucan Designated Partner. The Agreement Letter/Email with the terms form the entire agreement between MOWT and the client.
2. MOWT will require a non-refundable deposit payment from the client before any work commences. The deposit shall be 50% of the total contract value subject to a minimum of £500. Should the total contract value be below £500, the total contract is payable in advance. The client will pay all final project sums due to MOWT prior to final delivery of the complete project.
3. MOWT reserves the right to cancel any agreement prior to cleared funds in settlement of the deposit being in their bank account.
4. MOWT may require interim payments if the contract is of such size that the project duration covers a number of months and these will be included within the agreed schedule or contract agreement letter/email. If such payments are required work on the project will cease if such payments become overdue. Any such additional payments will also be non-refundable.
5. MOWT will not be liable for any loss suffered by the client caused by the actions of any third party or for any loss suffered by the client caused by events not in MOWT's reasonable control. Save in respect of death or personal injury caused by MOWT's negligence, MOWT's liability to the client arising out of MOWT's breach of contract or negligence will be limited to the cost of the project as set out in MOWT's Agreement Letter/email.
6. MOWT shall use such images and text as are provided by the client on the assumption that the client has all necessary legal permissions and rights to use them. If this is not the case MOWT shall in no way be liable and the client will indemnify MOWT against any claims and the costs involved in dealing with any claim.
7. If the client is unable to provide text copy in a digital format acceptable to MOWT, MOWT retain the right to make charges in addition to the contract value for copywriting services and data input. MOWT will advise the client before commissioning such services and the client shall have the opportunity to provide the text copy in a format acceptable to MOWT.
8. MOWT may at their discretion publish draft versions of the web site or other design material to a sub section of any of their web domains, including a development servers, in order for the client to review the project. At this stage all designs are the property of MOWT and any copying, distribution, etc. is expressly forbidden without the prior written consent of MOWT, such consent to be signed by a Designated Partner of MOWT.
9. Upon completion of the site, prior to live deployment, the client shall be required to sign a satisfaction statement. A final invoice will then be issued and will be due for payment prior to the final publication of the work.

10. Any custom programming/source code or programming for source code utilised in or developed for the production of deliverables for the client shall remain the property of MOWT and may be used for other MOWT projects or sold to other parties at MOWT's discretion. Once the satisfaction statement has been signed/approved and full payment has been received and cleared through MOWT's designated bank account the front-end project deliverables as provided in MOWT's Agreement Letter/Email will become the property of the client. The client shall have a nonexclusive non-transferable licence to use custom programming/source code or programming for source code utilised in or for such deliverables but only in respect of operation/modification or development of the web-site or other deliverables and not for any other purpose including, without limitation, assignment of such licence or sublicensing. If the project is Internet based then it will be transferred to the client's domain name and web space. If the project is of some other type then it will be handed over to the client.
11. Once the satisfaction statement has been signed/approved MOWT shall not be liable for any claims made upon the client as a result of the website or other material produced by MOWT, its agents or subcontractors. The client shall not be able to make any claims on MOWT once the satisfaction statement has been signed or approved.
12. If payment is not received by the due date set in MOWT's invoice(s) MOWT reserve the right to charge interest at 5% above the base rate of Barclays Bank PLC.
13. MOWT may withdraw any service or published web site if payment is not received by the due date.
14. The ongoing maintenance or updating of any web site is excluded from this agreement. If MOWT is required to maintain or update the website then this will be covered by a supplemental agreement at an agreed rate.
 - a. Websites are written to function correctly and within the parameters of the host provider's service provision.
15. Any website upgrade or recoding that is required due to changes or upgrades to the host provider's services or server configurations are chargeable at an agreed rate.
16. MOWT may actively promote or publicise any project that they produce for their own marketing or sales activities.
17. All prices/rates will be subject to the addition of VAT at the currently prevailing rate.
18. Any reference to dates for delivery/completion are estimates only and failure by MOWT to meet any dates will not create any liability.

19. Indemnity

You shall indemnify MOWT and the owning company Toucan Internet LLP, referred to as the supplier below, and keep the supplier indemnified and hold the supplier harmless from and against any breach by you of these terms of business and any claim brought against the supplier by a third party resulting from the provision of websites, the website content and associated website components by the supplier to you including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by the supplier in consequences of your breach or non-observance of this Agreement.

20. This agreement shall be governed by English law and the client agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales.

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Issue Terms of business mowt 2017i3

