



Terms of Business

Websites Design, Build & Support

Applicability

These Terms of Business are applicable to our customers that purchase Focal Strategy Limited services for designing, updating, revamping, building, delivering and supporting websites and web apps and online business/data tools - both new and upgrades or updates.

Definitions

A summary of definitions of the terms used in this document.

- Focal Strategy Limited is abbreviated to FSL in these Terms of Business
- Customer - a person or persons or business or organisation that purchases any of the services or products supplied by FSL.
- Website (or Web Site or just Site) - a collection of related web pages with Customer specified Content that is accessible via the Internet.
- Web App – an online data management/presentation application or related business tool or mobile app.
- Contract - the Contract is defined by the Quotation and acceptance is indicated in writing by the Customer by way of an order or instruction to proceed.
- Project - any work, service or products provided by Focal Strategy Ltd to the Customer as described in our Quotations or Change Requests or on request from the Customer. Projects are also sometimes called Assignments or Activity.
- Quotation - FSL provides clear Quotations that are intended to include the information necessary for the Customer to proceed and enter into a contract.
- Domain Names - a domain name is an identification label that defines a realm of administrative autonomy, authority, or control in the Internet. More simply put this is the website address (for example: www.focalstrategy.com). Domain names can be registered from a large number of companies. We recommend that Domain Names are registered by the Customer so they can maintain ownership.
- Hosting - a service in which FSL provides space on a server for the Customer website which provides internet connectivity. Hosting is usually delivered by a third party and an annual or monthly charge is required for this service. Different levels of hosting are available depending on application and budget.
- Open Source Software - software made freely available to anyone under the GNU General Public License (GPL).
- Content - the items that the Customer requires to appear on the Customer website or web app. This might include text, artwork, images, other media such as videos, links to other websites, functional items such as an online shop, contact/enquiry forms, calendars and maps.
- Content Management System - this an admin interface to the website or web app content which is provided for the sole use by the Customer. Using this admin interface the Customer can, if specified in the Quotation, make changes to website/web app pages, write and edit blog posts, access databases, link to email accounts, check analytical data and access bespoke functionality.
- Website Browser - a software application for retrieving, presenting, and traversing information on the internet (for example Microsoft Internet Explorer, Apple Safari, Google Chrome, Mozilla Firefox).
- SEO - is short for Search Engine Optimisation and is the process of improving the visibility of a website or a web page in search engines.

Contract

The contract between Focal Strategy Limited and the Customer will be on the conditions detailed in these Terms of Business and to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.

Quotations and Validity Dates

FSL provides clear Quotations in which we interpret the Customer project brief (usually after a meeting to understand the Customer requirements), describe the activity we intend to undertake, list the Project deliverables and timescales, indicate pricing for the Project, highlight extra charges that might apply and outline dependencies (what we will need from the Customer to deliver the Project).

Our Quotations have a limited validity time (usually 15-30 days), so that if a Customer decides to proceed after the Validity Date has expired, we reserve the right to revisit any of the Quotation details and if necessary provide an updated Quotation for consideration. Our Quotations also include our Payment Terms.

Payment Terms

FSL's payment terms are 15 days (or a mutually agreed time period) from invoice date and payment can be made by direct bank transfer or by cheque or by cash. Unless detailed differently in the Quotation, FSL requires an initial payment of 50% of the Quotation Price upon order placement or instruction to proceed with a Project.

Once FSL starts work on a Project this initial payment is not refundable in full. After submission of the initial designs or agreed Project milestone(s) this initial payment is not refundable. FSL reserves the right to decide whether a refund in part or in full of this initial payment or any subsequent payment is applicable if requested by the Customer for any reason.

The final 50% payment plus any agreed additional items is to be made on completion of the website. The website or web app will be made available on the internet once the Customer remaining balance is paid in full.

Alternative mutually agreed payment schedules may be applicable depending on the Contract scope and timing.

Change Requests

Very often during the delivery of a Project or after Project completion Customers ask for changes - we call these Change Requests. We like to formalise requests for changes and will reflect back the Customer Change Request to ensure we have clarity before actually making changes. Implementation of such changes will incur a charge as detailed in the Quotation or may be included in a Support contract.

Price Changes

FSL reserves the right to change the charges for hosting, domain name renewals, administration, maintenance and support including changes of all of the websites, web apps and services supplied.

Content

FSL shall assume that the Customer will carry out sufficient research before proceeding with a website or web app. This will include checking that the website, web app or idea or process or business will operate legally within UK or applicable law. It is important that the website or web app is not in anyway illegal.

The Customer is responsible for the content of the website or web app. This includes accuracy of content and all legal aspects of content including copyright, data protection and security and adherence to any legal requirements. If at any time the customer identifies an inaccuracy or legal infringement, FSL requests notification in writing as soon as it is noticed.



When images or artwork used on the website or web app have been designed by FSL or purchased from FSL by the Customer, these images are strictly for use on the website only. FSL will not be liable for misuse of these images by the Customer or any other person/s copying, altering or distributing the images to individuals or other organisations or any other third party.

FSL has no control of, or responsibility for, the Content of our Customer's websites or web apps. In no way does the textual or image based Content of our Customer's websites constitute FSL endorsement, or approval of the website or the material contained within the website or web app. FSL has not verified any of the materials, images or information contained within our Customer's websites or web apps and is not responsible for the Content or performance of these sites or applications or for the Customer's transactions with them. FSL may provide links or references or data feeds to our Customer's websites or web apps solely for the convenience of prospective customers and intends that such links, references or data feeds be current and accurate, but we do not guarantee or warrant that such links will point to the intended Customer site at all times or that the references or data feeds will always be live or accurate (especially when data is fed in or out or provided via a third party or is dynamically delivered).

The Customer takes responsibility and is expected to test fully any application or programming relating to a websites or web apps developed by FSL before being made live for use. If errors or other issues are found after the site or app is live, FSL will endeavour using reasonable efforts to correct these issues to meet the standards of function outlined in the brief free of charge for the initial 1st month.

Limitation of Liability

FSL cannot be held responsible for anything adversely affecting the Customer's business operation including sales, cash-flow or profitability or data management or data interpretation or data usage that might be claimed is a result of a service offered by FSL or as a result of a Project being delayed or as result of a website or web app function or malfunction or availability or as a result of a website or web app content or as a result of Domain Name setting changes which might impact associated email accounts or associated services.

If a website or web app designed and delivered by FSL does have an error in content, data or function or delivery timescales FSL will work with the Customer using reasonable efforts to make any agreed correction as soon as possible and FSL's liability will be limited to the cost of such necessary corrections. FSL will not be liable for any consequential damages claimed or incurred by the Customer or any Third Party associated with the customer or otherwise.

FSL are not liable for loss, damage or corruption to files or information stored on hosting servers or individual computer relating to a Customer's website or web app. The Customer is solely responsible for any information or files relating to their website or web app and for the back up and safe keeping of all information, files and data.

Hosting Service

Hosting charges are a yearly cost to keep a clients website or web app stored and activated online and are detailed in the Quotation. FSL will host the Customer's website or web app on receipt of payment of our Hosting or Support charges. In doing so we will endeavour to provide a reliable and professional service to the Customer but FSL does not guarantee that the website or web app hosting will be available at all times. In the event of a technical failure beyond our control or if a problem is detected with our Customers websites or web apps due to a hosting failure FSL will endeavour to respond to any failures and will work with our hosting provider to resolve the problem with all reasonable efforts and as soon as possible.

The hosting renewal charges or support contract charges must be received within 15 days (or mutually agreed time) of invoice date. FSL reserves the right to deactivate any website or web app if the Customer has not paid the renewal or support charges. There may be an admin fee set by FSL for reactivating the website or web app and hosting service under these circumstances.

Domain Names

It is recommended that Domain Names are registered directly by the Customer so that they can maintain ownership. If Domain Names are registered by FSL, FSL or its Directors are the legal owner of the domain and if a Customer requests to have details changed of a Domain Name associated to their Project, FSL will do this within reasonable time and may charge a small administration fee.

If a Domain Name is registered by the Customer through a company other than FSL, the Customer has full responsibility in making sure that the Domain name is renewed when necessary. FSL will not renew the domain name when annual hosting renewal is due if the domain name is purchased through a company other than FSL.

When a Customer renews hosting with FSL, this also includes Domain renewal if the renewal is needed to keep the site functioning and was purchased as part of the hosting or support package. If the Customer does not renew the hosting or pay the monthly support package charges, their Domain name could be made available to the public for purchase. The annual hosting charge or support package charge will also include administration of the website's or web app's code and functions.

If the Customer has registered their Domain Names themselves, the Customer will need to have access to their account, with the company or provider they chose to register with, to be able to manage the Domain Names and to change settings as necessary.

Access will be necessary to point the Domain Name address to the FSL hosting server and to set up any Domain Name forwarding or re-directions and email handling options. FSL will provide advice and instructions on how to do this but the Customer must be able to access their provider accounts to make such changes.

If a Customer wishes to take control of the Customer website or web app (domain names and hosting), written notice must be provided to FSL. FSL will then arrange transfer of relevant Domain Names and to discontinue hosting arrangements. An administration charge may be charged for this activity. FSL does not warrant the performance of websites originally designed by FSL that have been moved to another hosting company and certain functions may not work on hosting other than that decided upon by FSL.

If the Customer or any person authorised by the Customer moves the website or web app in any form to alternative hosting arrangements, FSL can no longer accept responsibility for the functioning, backup or support of the site or app and if rectifications are necessary will provide a Quotation for this work on an individual basis if necessary.

Very often email accounts are associated with Domain Names. It is the responsibility of the Customer to ensure that any data associated with email accounts including contact details are fully backed up. If changes made to the Domain Name settings impact any associated email accounts, the Customer will take any necessary actions before such changes to protect email account data. FSL will not be liable for any data loss.

Passwords and Security

FSL may provide usernames and passwords for accessing Content Management Systems, Blog posting and editing, Checkout/Payment Accounts and Email Accounts. The Customer is responsible for maintaining security of these details and where possible (for example email accounts and checkout accounts) changing supplied passwords to Customer preferred passwords. FSL will not take responsibility for lost passwords or for breaches of security or unauthorised access to the website or web app.



Content Management

When the Customer uses the Content Management System or any other method to make changes to the website or web app content, formatting or structure, then the Customer will be responsible for the changes made

If the Customer or any person authorised by the Customer makes changes to the website or web app in any form, FSL can no longer accept responsibility for the functioning, backup or support of the site and if rectifications are necessary will provide a Quotation for this work on an individual basis if necessary.

Website Browser Compatibility and Screen Resolutions

FSL designs websites and web apps to function when viewed with up to date, popular website browsers. These include latest versions of Mozilla Firefox, Google Chrome and Apple Safari web browsers. After designs are finalised, FSL may create versions of the website or web app to function in less capable website browsers such as older versions of Microsoft Internet Explorer. FSL websites or web apps are not designed to function fully on out of date web browsers.

Each website or web app designed by FSL may look slightly different when viewed by different website browsers and on different computers and devices and some functions may not be available in all website browsers. If a Customer specifically requires that a website must function in an older browser, such as older versions of Microsoft Internet Explorer, then an additional website or web app design may be required and FSL will provide a Quotation for this work on a separate basis. Another example might be a bespoke design for mobile phone or tablet usage and unless specified and agreed in the Project Scope and Contract, such bespoke designs will incur additional cost and be subject to a separate Quotation.

Websites by FSL are usually designed to work on the most popular screen sizes and resolutions. Websites will look different when viewed on computer screens of different resolutions.

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