

OxfordIT Solutions

Specialists in Website Design & Computer Services

Terms and Conditions Revised February 2009

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General Terms and Conditions

1. The client shall be bound to this copy of the Terms and Conditions. However, Oxford IT Solutions reserve the right to change any of the following terms and conditions at any time. In the event this happens, a new contract would be issued.
2. A contract is required to be signed for all website design work.
3. All technical clients are automatically bound by the following terms and conditions upon requesting the services of Oxford IT Solutions.
4. If the client has not provided necessary materials or information to complete a project within 1 year from the date of commencement, this action may be considered as Cancellation of Contract.
5. If at anytime we are delayed in progressing with the work for your project because you have failed to supply the necessary information or materials within the timescale set, we reserve the right to add a surcharge of up to 25% to the final invoice.
6. Quotes are valid for 14 days. A quote is acknowledged as accepted once a 25% non refundable deposit and signed contract is received by Oxford IT Solutions. If acceptance has not taken place within 14 days of the quotation issue date, a new quote would need to be issued.
7. Any quotation is subject to change. Quotations are simply an estimate for the work that is to be carried out. Any additional work outside of the quotation will be added to the final invoice. For Example: Additional Labour. Where additional work is required and the cost is to change, clients will be notified before the work is carried out.

Web Design Terms and Conditions

1. A contract is required for each individual web design project. Each contract will contain a schedule of works including deadline dates for content submission. Depending on the project, a schedule of works may not be issued.
2. All work carried out by Oxford IT Solutions remains the property of Oxford IT Solutions until the client has paid the final invoice.
3. If coding errors occur after the final website files are sent to the client, Oxford IT Solutions shall not be held responsible unless the coding error was genuinely made by Oxford IT Solutions and the files have not been opened / modified by the client.
4. Oxford IT Solutions reserves the right to remove a client's website from the World Wide Web if the final invoice is not paid within the payment terms period stated on the invoice unless previously negotiated with Oxford IT Solutions by the Client.
5. Additional pages to a website after the initial site has been created shall be charged according to Oxford IT Solutions prices at the time of request.
6. Oxford IT Solutions will only undertake work for persons who are over the age of 18. If we have reason to believe a client is under the age of 18 proof of age maybe requested.
7. Oxford IT Solutions will not produce websites for clients who require a website containing adult material or a site containing content that would/could breach current UK laws.
8. The client is required to produce ALL content that they wish to be published on the website in a word document for text and jpeg/gif format for pictures.
9. Oxford IT Solutions are not responsible for the main content of the client's websites. Content is provided by the client and is displayed on the website with no alterations other than spelling and grammar corrections where needed.
10. Oxford IT Solutions will not be held responsible for the loss of client's earnings due to the incorrect information on the client website.
11. The client is responsible for and agrees to ensure that all content supplied is not infringing any copyright and Oxford IT Solutions shall take no responsibility for content that breaches copyright.
12. Oxford IT Solutions will try to ensure that websites created are compatible with most browsers and comply with CSS and HTML standards. Oxford IT Solutions cannot guarantee that a client's website will be compatible with every browser and operating system.
13. Websites will be tested for compatibility on the most common browsers and versions at the time of completion and Oxford IT Solutions will hold no responsibility for websites which do not function correctly in future versions or browsers. Adjustments required for new browsers will be charged for accordingly.
14. Whilst Oxford IT Solutions do everything possible to achieve a high search engine ranking, Oxford IT Solutions can make no guarantees about where a website will rank and shall not be held responsible for on-going ranking unless a separate agreement is arranged.
15. Domain registration is subject to the following conditions:
 - Domain name availability.
 - Domain registration terms and conditions set by the domain agents.
E.g. Nominet for .uk domains
16. Where Oxford IT Solutions have registered a domain name on behalf of the client, Oxford IT Solutions agree to transfer the domain name to the client immediately upon request.
17. Whilst Oxford IT Solutions setup the hosting of websites, Oxford IT Solutions will not be held responsible for server outages as these are out of our control.
18. Where a website is hosted with Oxford IT Solutions the Hosting Terms and Conditions apply.
19. Payments must be received within the period stated on the invoice. This period is effective from the invoice issue date.
20. Invoices will only be issued once work has been completed and the client is happy with the work.
21. Invoices are expected to be paid in full. Part payments will not be accepted unless previously arranged.
22. Payments by cheque should be made payable to 'OXFORD IT SOLUTIONS' and sent to the company address: 5 Broad Close, Kidlington, Oxon, OX5 1BE. BACS payments are accepted and full details are published on all invoices.
23. Invoices not paid within the payment term will be issued with a further 7 Days to settle the balance. If the invoice is unpaid after the further 7 days Oxford IT Solutions reserves the right to remove the website from the Internet until all outstanding balances are cleared.
24. Any outstanding invoices over due and not paid 7 days after our final reminder will be passed to a debt recovery agency and we reserve the right to add a surcharge of up to 25%.
25. Oxford IT Solutions shall remain responsible for the upkeep of the website unless otherwise agreed with the client at the start of the contract.
26. Once the finished site 'goes live' the client is entitled to 1 full month of updates - updates up to 30 minutes long. Updates lasting longer the 30 minutes will be charged for accordingly.
27. Updates to websites are subject to current prices.
28. Domain names will not be renewed automatically. Clients will be advised when a domain is approaching expiry first by email and then by 2 letters. If no response is received from the client the domain will be left to expire.
29. Oxford IT Solutions accept no responsibility for expired domain names.
30. If a domain expires and needs to be re-instated Oxford IT Solutions reserve the right to charge a fee for getting the domain re-instated.

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Web Hosting Terms and Conditions

1. Oxford IT Solutions hosting is payable annually by default but can be paid monthly or quarterly by prior arrangement.
2. Payment methods include, but are not limited to, cheque, cash or standing order.
3. Hosting is needed per website not per domain. A website could have multiple domains where as a domain cannot have multiple websites.
4. Hosting charges are calculated on a requirements basis. Sites needing more web space or which have higher usage may be charged more.
5. Oxford IT Solutions will provide the number of email addresses stated in the website package. Where hosting has been purchased outside of a web design package Oxford IT Solutions will provide unlimited email addresses.
6. A client is bound by the hosting contract for the period they have paid for. For example if a client pays for 12 months, they are bound to the hosting for 12 months.
7. Hosting fees are non-refundable.
8. Hosting fees are payable up front.
9. If a client wishes to cancel their hosting they will lose any hosting fees paid.
10. Oxford IT Solutions reserve the right to suspend any hosting account if the hosting fees are not paid or if the hosting is being used inappropriately.
11. Oxford IT Solutions cannot accept any liability for any losses arising from loss of service of the domain hosting.
12. Our hosting must not be used for sending spam or hosting in-appropriate websites such as pornography.

Technical Support Terms and Conditions

1. Oxford IT Solutions provide technical support for the following hardware, but not limited to:
 - Central Processing Units
 - Monitors
 - Printers
 - Scanners
 - Digital Cameras (Still & Video)
 - Laptops
 - Networking
2. Telephone Technical Support will be available from 7am - 10pm Monday - Friday and 9am - 11pm on Saturday. Telephone Technical support will be charged in-line with current prices at the time of support.
3. When support is requested it is logged in our Management System and a Service Level Agreement is made. Where possible your request will be dealt with within the SLA time period. Support request logs are available within the client MyAccount system.
4. Where possible Oxford IT Solutions will attempt to fix problems, if it is not possible to fix the problem Oxford IT Solutions will seek further support from a third party support agent. There could be an extra charge if this is required.
5. Oxford IT Solutions will not be held responsible for loss of earnings due to computer/hardware failure.
6. Oxford IT Solutions will provide technical support for common software including, but not limited to, Microsoft Office. Windows XP, 2000, 98.
7. Oxford IT Solutions will ensure that all hardware is functioning correctly if/when installed by Oxford IT Solutions.
8. Where possible Oxford IT Solutions will attempt to recover data from the client's computer before re-building it. This may not always be possible onsite and may require the hard drive being taken away.