



CMS International.com
The Business of Common Sense

Terms & Conditions

The CMSi service is operated by CMS International Ltd - henceforth referred to as "CMSi". These terms and conditions apply to the creation by CMSi of any website and associated hosting and maintenance services. These terms and conditions are intended to form a binding contract between CMSi and the Client, which should be interpreted only under English (UK) law. Nothing in the following clauses overrides any rights that the Client has in law, other than where it is agreed in law that this is allowable.

Project Acceptance. The placing of an order by the client and the acceptance of the order by CMSi shall form a contract between the two, under the Terms and Conditions contained in this document.

CMSi will provide the client with an opportunity to review the appearance and content of the website against the agreed specification at the end of the build phase. The website will be deemed to be accepted and approved unless the client notifies CMSi otherwise within ten (10) days of the date the website is made available to the client.

Project Delivery Upon receipt of confirmation of an order for a CMSi website, and an initial fee being paid with order, CMSi undertake to do the following:

If required, register (and pay for) a suitable website name such as yourbusiness.co.uk - which will be registered in the Client's name and for the Client's exclusive use with Nominet (the UK registration authority) or such other authority as is relevant. Please note that this forms a contract between the Client and (for example) Nominet. Nominet's terms are given on www.nominet.org.uk

Design and create in timely fashion a website with an appropriate navigation system. Websites will be designed such that they are suitable for display at a minimum screen resolutions 800 by 600 in Internet Explorer, Netscape and Firefox web browsers (latest two versions), and running on PCs running Microsoft Windows 95 or later.

The design and functional specification of the website will be agreed prior to commencement of the building of the website. Once the website

build has commenced, any changes to the specification (i.e design and functionality) of the website may incur additional charges and may adversely impact previously agreed timescales

Provision of Site Content Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the *Client* in electronic format and that all photographs and other graphics will be provided electronically in .gif, .jpeg, .png .ai,.psd, .pdf, or .tiff format. Although every reasonable attempt shall be made by CMSi to return to the *Client* any images or printed material provided for use in creation of the *Client's* Web site, such return cannot be guaranteed.

During the project CMSi will require the client to provide copy and images. If content is not provided within four(4)weeks of an official request by email, then CMSi reserves the right to advise the client of a revision to the final payment fee based on new or revised pricing schedules that may be introduced from time to time, or to take into account any extra work incurred as a result of the interruption to workflow.

Design Credit. A link to CMSi will appear as a small type hyperlink at the bottom of the client's website.

Access Requirements. If the *Client's* Web site is to be installed on a third-party server, CMSi must be granted temporary read/write access to the *Client's* storage directories, and those directories must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server. If third party hosting is being used it is the responsibility of the client to ensure that the necessary architecture and components are in place to support the functionality of the proposed site.

Post-Placement Alterations. CMSi cannot accept responsibility for any alterations caused by a third party occurring to the *Client's* web site once installed. Such alterations include, but are not limited to additions, modifications or deletions.

Website hosting. Clients should note that CMSi use third party hosting services, and reserve the right to change the hosting service used at will so as to provide the most reliable and cost-effective service possible.

The annual hosting fee is designed to be suitable for typical small /medium business use. It is not suitable for any site which makes heavy use of bandwidth through use of multimedia or otherwise, or which attracts a mass market audience. CMSi therefore reserves the right to immediately withdraw from, or renegotiate hosting services with, any Client whose use of bandwidth or storage space is deemed by CMSi as inappropriate to the basic CMSi hosting service.

The Client agrees that any content introduced to the site at any time before or after placement may be inspected by CMSi staff without hindrance. It is further agreed that hosting may be withdrawn without notice or liability of CMSi, at the sole discretion of CMSi, if, in the opinion of CMSi, the website contains illegal, immoral or distasteful material.

Payment. Charges for services to be provided by CMSi are defined in the project quotation that the client receives by email. Quotations are valid for a period of 30 days. CMSi reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Most website services require an advance payment of a minimum of 50% of the project quotation total before commencement of work. Depending on the size and length of the project, interim payments may be required as defined in the quotation.

Payment for services is due by cheque or by direct bank transfer. Cheques should be made payable to "CMS International Ltd" and sent to PO Box 17, Crowborough, East Sussex, TN6 1XU.

Copyright and Ownership Ownership of the website remains with CMSi until Client acceptance has been agreed and payment in full has been received. CMSi reserves the right to take down any website, payment for which is delinquent, until payment has been made in full. Thereafter CMSi grants the Client non-exclusive use of design features and material not originally supplied by the Client. This use is limited to the single Internet site created by CMSi under this contract, and comprises solely the htm, php or asp pages created, or their equivalents, and Macromedia Flash .swf files if relevant.

Client hereby warrants that all text and artwork provided to CMSi is free from any encumbrance from or obligation to any third party. Client hereby indemnifies and holds CMSi harmless against any suit by any third party arising from content, construction or operation of the website. NOTE. Where pictures are supplied by CMSi for a website then the Client has non-exclusive use of these images which may not be used other than on the website.

Cancellation. CMSi reserve the right to cancel this contract at any time without explanation or compensation, returning all materials supplied and returning any fees paid (less expenses directly incurred in registration of a website name for the Client).

If at any point during the website development cycle the client wishes to cancel, they may do so but will be invoiced an amount that CMSi judges to be proportional to the amount of work completed on the commission.

Limitations of liability. Where Clients use a third party product or service (e.g. Macromedia Contribute for website editing or Worldpay for

e-commerce) then their relationship is exclusively with the supplier of that product. Though CMSi may introduce these products and services, it is entirely up to the Client to inform themselves both as to benefits and risks and to correct usage. The Client should note that the internet is operated by many companies not under CMSi control, and that it is therefore not possible for CMSi to guarantee quality of service beyond using reasonable endeavours to solve Client issues.

CMSi can in no circumstances be liable for any consequential loss on the part of the Client howsoever caused.

CMSi shall not be liable for the loss or delay of any email directed to or from an email address supplied under the CMSi service. Clients are advised that it is their responsibility to perform regular checks that their CMSi email is fully operational.

CMSi shall not be liable for breaks in service or availability of the Client's website, except insofar as it will extend the hosting period paid for proportionately to any such break in service.

CMSi shall not be liable for the misuse of data of any kind associated with the website and obtained in a fraudulent or illicit manner by third parties.

These terms constitute the entire agreement between CMSi and the Client, notwithstanding any previous agreement be it written or oral or in any other form. Headings are indicative only, and should not be used to further define any clause. Any variation to these terms are valid only if agreed in writing and signed by a Director of CMSi.

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CMS International Ltd is registered in England & Wales under company registration number 3242202. Registered address is Ashdown House, High Street, Cross-in-Hand, Heathfield, East Sussex, TN21 0SR. VAT No. 683 1633 28.