



## TEKnet Terms and Conditions

### Terms and Conditions of business

Our standard terms and conditions regarding optimisation are also detailed below. By placing an order with TEKnet, you confirm that you are in agreement with and bound by the terms and conditions below.

### Definitions:

The Client: The company or individual requesting the services of TEKnet.  
TEKnet: Primary designer/site owner & employees or affiliates.

### General

TEKnet will carry out work only where an agreement is provided either by email, telephone, mail or fax. TEKnet will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between TEKnet and the client; this includes telephone and email agreements.

### Website Design and Optimisation

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, TEKnet cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of TEKnet until all outstanding accounts are paid in full.

Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by TEKnet remain the copyright of TEKnet and may only be commercially reproduced or resold with the permission of TEKnet.

TEKnet cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to the brief will be carried out at the discretion of TEKnet and where no charge is made by TEKnet for such additions, TEKnet accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to TEKnet all materials required to complete the site to the agreed standard and within the set deadline.

TEKnet will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

TEKnet will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner.

TEKnet will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

TEKnet will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e. if the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary.

### Disclaimers and limitations on liability

1. TEKnet shall not be responsible for URLs dropped or excluded by a search engine for any reason.

2. TEKnet shall not be responsible for delays or failure of performance resulting from Internet Service Provider delivery problems or failure, or any communication or delivery problems associated with Client's receipt of the Account Service data. TEKnet shall not be responsible for acts or causes beyond their control, including but not limited to: acts of God, strikes, lockouts, communications line or equipment failures, power failures, earthquakes, or other disasters.

3. TEKnet do not represent or warrant that Customers' URLs will achieve a favourable position, or any position, within a particular search engine.

4. TEKnet do not warrant or represent that the use or the results of the use of the materials available through the TEKnet Services or from third parties will be correct, accurate, timely, reliable or otherwise.

5. You expressly agree that use of the TEKnet Services provided hereunder is at your sole risk. These Services are provided on an "as is" and "as available" basis. TEKnet expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.

6. Notwithstanding the security precautions taken against disclosure of information, there are certain conditions that exist on the Internet generally which are outside TEKnet' control and could result in a breach of security. Accordingly, TEKnet cannot guarantee that Your Account Service data information will be free from corruption or piracy. You hereby expressly waive any claim against TEKnet arising out of the loss of data through corruption, piracy, breach of security or for any other reason that is not based on intentional or grossly negligent actions of TEKnet.

7. To the maximum extent allowed by law, TEKnet and any of their parents, members, subsidiaries, affiliates, service providers, licensors, officers, directors or employees shall not be liable for any direct, indirect, special, incidental or consequential damages (no matter how they arose, including negligence), or for interrupted communications, lost data or lost profits, arising out of or in connection with the Services provided hereunder. Further, TEKnet will not have any liability for any losses arising because the TEKnet Services are not operational or accessible. This section does not limit liability for bodily injury of a person.

### Database, Application and E-Commerce Development

TEKnet cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, cgi applications or software (unless specifically agreed) written by TEKnet remain the copyright of TEKnet and may only be commercially reproduced or resold with the permission of TEKnet.

Where applications or sites are developed on servers not recommended by TEKnet, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the client's responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by TEKnet before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, TEKnet will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief

### Compatibility

TEKnet will endeavor to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 6 and to an acceptable level with Mozilla browsers. TEKnet can offer no guarantees of correct function with all browser software.

### Website Hosting

Whilst TEKnet recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service by TEKnet cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

TEKnet reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the free hosting service should the necessity arise.

### Payment of Accounts

A deposit is required from any new client before any work is carried out. It is the TEKnet policy that any outstanding accounts for work carried out by TEKnet or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with TEKnet.

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or TEKnet have not been contacted regarding the delay, access to the related website may be denied and web pages removed. TEKnet use collection agencies to collect any overdue accounts, all accounts passed to our collection agent (CDI Credit Management) will incur a collection charge of 17.5% of the outstanding balance.

### Complaints Procedure

Anyone who experiences a problem with the web service provided by TEKnet should raise the matter directly with us by email to [enquiries@teknet.org.uk](mailto:enquiries@teknet.org.uk), giving sufficient information to locate the material (such as a url) and clearly outlining the grounds for complaint.

TEKnet will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.