Webdesign
Jan B. Mwesigwa
Terms and Conditions

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1. STANDARD TERMS AND CONDITIONS

These are the standard terms and conditions for Website Design and Development and apply to all contracts and all work undertaken by Jan B. Mwesigwa (hereafter the provider) for his clients.

2. FEES AND DEPOSITS

The previously agreed payment shall become due when the work is completed to client's reasonable satisfaction but subject to the terms of the "approval of work" and "rejected work" clauses.

Deposits – if previously agreed with the client and paid in advance – are only refundable if the provider has not fulfilled client's obligations to deliver the work required under the agreement. The deposit is not refundable if the development work has been started and the client terminates the contract through no fault of the provider.

3. SUPPLY OF MATERIALS

The client must supply all materials and information required by the provider to complete the work in accordance with any agreed specification. Such materials may include, but are not limited to, photographs, written copy, logos, design and other printed material. Where there is any delay in supplying these materials to the provider which leads to a delay in the completion of work, the provider has the right to extend any previously agreed deadlines by a reasonable amount.

Where the client fails to supply materials, and that prevents the progress of the work, the provider has the right to invoice the client for any part or parts of the work already completed.

4. VARIATIONS

The provider is pleased to offer the client the opportunity to make revisions to the design. However, the provider has the right to limit the number of design proposals

to a reasonable amount and may charge for additional designs if the client makes a change to the original design specification.

The provider's website development phase is flexible and allows certain variations to the original specification. However any major deviation from the specification will be charged at the rate of €60.00 per hour.

5. PROJECT DELAYS AND CLIENT LIABILITY

Any time frames or estimates that the provider gives are contingent upon client's full co-operation. During development there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from client's side and be made available on a daily basis in order to expedite the feedback process.

6. APPROVAL OF WORK

On completion of the work the client will be notified and has the opportunity to review it. The client must notify the provider in writing of any unsatisfactory points within 7 days of such notification. Any of the work which has not been reported in writing to the provider as unsatisfactory within the 7-day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected and the contract will be deemed to have been completed and the full balance of the project price will become due.

7. REJECTED WORK

If the client rejects any of provider's work within the 7-day review period, or not approve subsequent work performed by the provider to remedy any points recorded as being unsatisfactory, and the provider, acting reasonably, considers that the client has been unreasonable in any rejection of the work, the provider can elect to treat this contract as at an end and take measures to recover payment for the completed work.

8. PAYMENT

Upon completion of the 7-day review period, the provider will invoice the client for the full balance of the project price.

9. WARRANTY BY THE CLIENT AS TO OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

The client must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trade marks, or any other material that the client supplies to the provider to include in client's website or web applications.

The client must indemnify the provider and hold the provider harmless from any claims or legal actions related to the content of client's website.

10. LICENSING

Once the client has paid the provider in full for provider's work the provider grants to the client a license to use the website and its related software and contents for the life of the website.

11. SEARCH ENGINES

The provider does not guarantee any specific position in search engine results for client's website. The provider performs basic search engine optimisation according to current best practice.

12. CONSEQUENTIAL LOSS

The provider shall not be liable for any loss or damage which the client may suffer which is in any way attributable to any delay in performance or completion of the contract, however that delay arises.

13. DISCLAIMER

To the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise (other than the express provisions of these terms and conditions) relating in any way to the services the provider provides to the client are excluded. Without limiting the above, to the extent permitted by law, any liability of Jan B. Mwesigwa under any term, condition, warranty or representation that by law cannot be excluded is, where permitted by law, limited at provider's option to the replacement, re-repair or re-supply of the services or the payment of the cost of the services that the provider was contracted to perform.

14. SUBCONTRACTING

The provider reserves the right to subcontract any services that the provider has agreed to perform for the client as the provider sees fit.

15. NON-DISCLOSURE

The provider (and any subcontractors engaged) agrees that the provider will not at any time disclose any of client's confidential information to any third party.

16. ADDITIONAL EXPENSES

The client agrees to reimburse the provider for any requested expenses which do not form part of provider's proposal including but not limited to the purchase of templates, third party software, stock photographs, fonts, domain name registration, web hosting or comparable expenses.

17. BACKUPS

The client is responsible for maintaining his own backups with respect to his website and the provider will not be liable for restoring any client data or client websites except to the extent that such data loss arises out of a negligent act or omission by the provider.

18. OWNERSHIP OF DOMAIN NAMES AND WEB HOSTING

The provider will supply to the client account credentials for domain name registration and/or web hosting that the provider purchased on client's behalf when the client reimburses the provider for any expenses that the provider has incurred.

19. GOVERNING LAW

The agreement constituted by these terms and conditions and any proposal will be construed according to and is governed by the laws of the Netherlands and European Union. The client and Jan B. Mwesigwa submit to the non-exclusive jurisdiction of the courts in and of EU in relation to any dispute arising under these terms and conditions or in relation to any services the provider performs for the client.

20. CROSS BROWSER COMPATIBILITY

By using current versions of well supported content management systems such as "Joomla" or "Wordpress", the provider endeavours to ensure that the web sites he creates are compatible with all current modern web browsers such as the most recent versions of Internet Explorer, Firefox, Google Chrome and Safari. Third party extensions, where used, may not have the same level of support for all browsers. Where appropriate the provider will substitute alternative extensions or implement other solutions, on a best effort basis, where any incompatibilities are found.

21. E-COMMERCE

The client is responsible for complying with all relevant laws relating to e-commerce, and to the full extent permitted by law will hold harmless, protect, and defend and indemnify Jan B. Mwesigwa and its subcontractors from any claim, penalty, tax, tariff loss or damage arising from client's use of Internet electronic commerce.