

FRANKPAGES.NET - Terms & Conditions of Business

- 1) **Quality of Service.** At FrankPages.Net we are striving constantly to improve the quality and professionalism of our service. To ensure that we are continually aware of any possible improvements to our service we have implemented an ongoing quality review.
- 2) **Data Protection Act.** Storage and retrieval of data in the interests of efficiency are implemented by FrankPages.Net and by instructing us you consent to the storage of information in such media.
- 3) **Appointments & Communication.** FrankPages.Net will make every attempt to arrange appointments to suit your convenience, but cannot always undertake to arrange appointments outside office hours. Communication is preferred via electronic mail and as such will be prioritised. Every endeavour will be made to respond to emails as promptly as possible.
- 4) **Quotations** When a quotation (fixed price) for work is given, you must take particular note of the parameters of the work quoted for. The nature of consultancy work is such that the work that becomes necessary is sometimes outside the parameters identified by a client. In such cases the additional work will be charged in accordance with the criteria as follows.
- 5) **Estimates.** FrankPages.Net will make every attempt to give realistic estimates to the cost of work in which it is instructed. However the work may be more or less complicated than originally envisaged. FrankPages.Net will keep you advised as to any revision in the estimate of fees which may be uncovered whilst work is in progress.
- 6) **Fees.** One of the important criteria in charging fees to a client is the amount of time a developer is engaged working on your behalf. Time is recorded as a matter of business efficiency and includes meetings with clients, correspondence, secretarial and other clerical work, general supervision, administration, programming time, care and control of your project.
- 7) **Interest on Invoices.** Fees are due on the delivery of our invoice. Interest will be payable on the outstanding balance of any invoice remaining unpaid 30 days after the date of invoice, the rate being payable at 10 points above the prevailing base interest rate of the day and calculated on a daily basis from the date of invoice.
- 8) **Fees on Account.** FrankPages.Net may ask you to pay sums on account of fees and disbursements to be incurred including (though not exhaustively) travelling expenses, software, hardware and unreasonable financial outlay made by FrankPages.Net on your behalf. FrankPages.Net is entitled to transfer any monies held on your behalf in order to discharge outstanding fees arising as a result of invoices delivered to you or disbursements incurred.
- 9) **Copyright & Intellectual Property Rights.** Unless otherwise specifically agreed in writing, FrankPages.Net retain the copyright and other intellectual property in all written or otherwise media supplied to you in respect to the matters in which FrankPages.Net is instructed. In any event where materials prepared by FrankPages.Net are passed or disclosed to a third party the client is to accept liability for payment of all fees, expenses or losses incurred in enforcing the intellectual property rights of FrankPages.Net.
- 10) **Images/ Photography & Material.** By providing us with or instructing us to use material on your website you acknowledge that you have copyright or permission to use this material. It is the clients' responsibility to fully research their company name, and any content, logos, or trademarks, etc., used in the website. The client also agrees as part of our terms and conditions to absolve & indemnify FrankPages.Net of any liability in the use of any such content in the clients' website, and to assume full responsibility for any violations and legal actions which may arise at any time in the future.
- 11) **Waiver.** Any failure by FrankPages.Net to enforce any time period or other term of these conditions shall not be a waiver of right at any time subsequent to enforce all applicable terms and conditions herein. FrankPages.Net retain the right to amend these terms and conditions of business at any time.
- 12) **Termination.** You are entitled to terminate your instructions at any time subject to these terms and conditions on notice in writing. FrankPages.Net may also withdraw services to you, but will normally only do so for professional reasons arising from failure to comply with these terms and conditions. FrankPages.Net will render an invoice to you which will become payable in accordance with these terms and conditions for all work carried out up to or in consequence of the conclusion to this agreement.
- 13) **Acceptance of Terms & Conditions.** By instructing or continuing to instruct FrankPages.Net you are deemed to have accepted these terms and conditions of business. These terms and conditions of business supersede any prior arrangement whether written or oral.
- 14) **Sample web sites**
What you see in your sample area is what you will get when the site goes live. You can comment and request changes on the sample site, but once a design is agreed on and work begins, we will seek further fees for any major changes to the whole design. Please see Pont 6 for clarification of these fees.
- 15) **Non Payment**
FrankPages.Net reserve the right to withdraw unpaid for work at any time.