AlbanyWeb

Effective and Affordable Website Design

AlbanyWeb Terms and Conditions

This document details the terms and conditions for services provided by *AlbanyWeb* to *the Client*.

1 Acceptance

A binding agreement, under Scottish law, is formed between AlbanyWeb and the Client when the Client gives written acceptance of *the Quotation* from AlbanyWeb. If any deposit is specified in the Quotation, then the Client must pay this at the time of acceptance, and it is non-refundable. Upon acceptance, the Client makes a binding commitment to pay the prices indicated in the Quotation upon completion of the work or stages thereof.

In the case where the Quotation includes several phases or options with separate prices, then upon accepting the Quotation, the Client must specify which phases are included, or if not, it is deemed that all phases and options are accepted.

2 Payment

2.1 Due dates

Full payment is due by bank transfer within 14 days of completion of each part of the work, as indicated in the Quotation. Completion is defined as the point where the work has been finished by AlbanyWeb and approved, in a timely manner, by the Client. Bearing in mind our terms allow 14 days for approval, this schedule equates to at least 28 days notice from our completion of the work.

Specific completion criteria for a project or stage of a project apply only where explicitly included in the Quotation.

AlbanyWeb reserves the right to add a monthly service charge for late payment of £30 or 1.5% per month, whichever is greater.

2.2 Non-sterling quotations

If requested, AlbanyWeb may agree quote in a currency other than GBP. This removes the risk of exchange rate fluctuation for the Client.

In this case, payment is due into AlbanyWeb UK bank account of the GBP equivalent amount according to prevailing currency trading rates at the time of payment. The Client is responsible for any fees for bank transfers or currency exchange.

3 Design and development

3.1 Scope of work

The Quotation defines

- the scope of work included to be completed by AlbanyWeb

- the price to be paid by the Client.

For some projects, there is an additional specification document agreed by both parties and referenced from the Quotation. In this case, the specification serves only to provide guidance and clarification on details of the work. Items of work mentioned in the specification, but not in the Quotation are excluded from the scope of work (typically resulting from a phased development approach).

This document provides further detail of the work included, and not included. When an item is described as *chargeable*, that means that it is not covered by the price in the Quotation. If the Client asks for the extra item, AlbanyWeb will make it clear to the Client that it is chargeable, and the Client has the option to ask for a further quotation to cover the extra item. If the Client gives written instruction for AlbanyWeb to proceed without a quotation, then the Client commits to pay for the time legitimately taken by AlbanyWeb at AlbanyWeb prevailing support rates, indicated on the AlbanyWeb website.

3.2 Amendments

If the Client wishes to change any part of the Quotation or specification, the request must be made in writing. AlbanyWeb will reply within 14 days with an updated quotation, which the Client has a further 14 days to accept. The Client agrees to pay for the time taken by AlbanyWeb to produce the updated quotation at AlbanyWeb standard support rates.

AlbanyWeb undertake to rectify errors on its part without extra cost to the Client. An error is understood to be a piece of work that does not conform to the agreed scope of work as defined in the Quotation and any other supplementary documents.

3.3 Client input and review

At certain key stages and as work progresses, AlbanyWeb will need input from the Client in the form of reviewing, supplying information, and approval. The Client is responsible for providing such information in a timely and consistent manner.

If the Client fails to provide adequate input, then AlbanyWeb reserves the right to proceed making assumptions according to their best judgement to interpret the Quotation and specification documents, and omitting any parts where the lack of information dictates. AlbanyWeb will communicate these assumptions and omissions to the Client. The Client accepts that to reverse any of the assumptions or omissions would result in an extra charge.

Upon completion of the work, or each part indicated in the Quotation, the work will be deemed to

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be accepted if the Client has not responded after a period of 14 days.

3.4 Ownership and copyright

The Client retains full ownership and copyright of any content that they supply, such as text, images and video.

AlbanyWeb grants the Client full entitlement to use indefinitely all design work and content created by AlbanyWeb as part of the Quotation. For website design, the Client has the right to use any hosting platform.

AlbanyWeb retains ownership and copyright of website design elements created by AlbanyWeb, and reserves the right to use them on websites for other clients. (This reflects the fact that it is common sense for AlbanyWeb to reuse design elements across multiple websites and so keep the costs down. A quotation for the Client to exclusively own all design elements can be supplied on request.)

Except where explicitly agreed in the Quotation or specification, AlbanyWeb will not build a website that relies on third-party components that would require the Client to purchase a license.

3.5 Website variation in appearance

Responsive behaviour

AlbanyWeb uses modern techniques of responsive and adaptive website design to optimise the website for a wide range of different devices and screen sizes. It is a definite intention that the website does not have a rigid fixed layout and appearance.

The Client accepts that it is not possible to specifically optimise for or test all combinations of web browser versions and screen sizes. Whilst the website should automatically adapt and remain usable, it won't always be a pixel-perfect match for a particular preference. In cases where a specific scenario is especially important to the Client, the Client should ask AlbanyWeb to mention this case explicitly in the Quotation.

Browser compatibility

In website design there is a trade-off – modern techniques allow better looking websites, but aren't supported by older browsers. AlbanyWeb follow the default "current aligned" guidelines from the popular website http://caniuse.com/, which means we pay attention to any browser version that has at least 0.5% global usage. We would only use a feature that a "current aligned" browser did not support if we included an acceptable fallback.

However AlbanyWeb specifically exclude support for Internet Explorer version 8 or earlier. Microsoft have almost entirely stopped supporting this version (see https://support.microsoft.com/en-gb/lifecycle#gp/Microsoft-Internet-Explorer), so the remaining users are likely not active. Maintaining support for IE8 would mean less attractive and more expensive websites.

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Specific designs

In the case where the Quotation is to migrate an existing website, or to match a design from a graphic designer, the Client accepts that, due to the nature of the technology used, the web site may not exactly match the requested design.

Where a provided design is not compatible with the functional requirements of a project, causes a website to fail on certain devices or screen sizes, adversely affects standards and accessibility compliance, or any other feature which is detrimental to future website performance, AlbanyWeb reserve the right to make changes to that design.

Standard package

For any website based on the AlbanyWeb standard package, whilst AlbanyWeb offers the Client a wide range of choices of fonts, colours, layouts, and styles, various aspects of the appearance are fixed. If this is not acceptable, then the Client should ensure they obtain a quotation for a custom-designed theme.

3.6 Other services

AlbanyWeb offer services such as

- assistance with search engine optimisation (SEO)
- copy-writing
- advice and consultancy with any aspect of website design and hosting
- graphic design
- assistance uploading client supplied content

If the Quotation is for website design work then it excludes such services unless explicitly stated otherwise.

3.7 Design credit

AlbanyWeb retain the right to claim credit for design work, and to present the finished design to future potential clients as part of the AlbanyWeb portfolio.

Whenever AlbanyWeb is hosting a website, unless explicitly specified otherwise in the Quotation, the Client grants AlbanyWeb permission to include a link from somewhere on the Client website to the AlbanyWeb site. AlbanyWeb will include a link back to the Client site, for the mutual benefit of both parties.

For any site based on the standard AlbanyWeb package, the site includes a standard footer, containing a link to AlbanyWeb.

3.8 Delivery

Except where the Quotation explicitly states otherwise, the format of delivered material is as follows.

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- Documents as PDF files.
- Website design as a working website ready to be hosted on AlbanyWeb servers.

If the Client has specified external hosting, then the Client is responsible for providing AlbanyWeb with easy access to that service, including provision of valid passwords and a reliable fast connection. The Client is responsible for ensuring backups, upgrades and security of the website and accepts full responsibility for any consequences of any errors or omissions in so doing.

3.9 Guarantee

AlbanyWeb websites are based on various free software, provided by third parties. Bug fixing and enhancements are at the discretion of the software authors. AlbanyWeb do not provide free fixing for bugs or limitations found in the underlying free software.

4 Hosting

4.1 Appropriate Content and Use

The Client must ensure that they are legally entitled to use any content that they supply for hosting by AlbanyWeb. In particular, the Client must not supply content that is

- in breach of any law
- owned by a third party except where there is licensed to use it
- offensive or inappropriate

This applies to content however uploaded, including content uploaded directly by the client, or provided by the client to AlbanyWeb for uploading.

The Client must not use the AlbanyWeb hosting facility for any illegal or anti-social purposes, such as junk-mailing, fraud, or interfering with the operation of any third-party computer equipment.

The client agrees to indemnify and hold AlbanyWeb harmless from any claims resulting from breach of the above.

4.2 Editing

AlbanyWeb provides the Client with a log-in that the client can use to edit the website. The Client can add or edit pages, and add images. However this log-in does not permit altering of the design – the Client must engage AlbanyWeb to make changes to that. (This restriction reflects a carefully chosen balance: the Client has scope to make any day-to-day changes themselves, in an environment that is reasonably safe from causing damage. The Client engages AlbanyWeb for the complex and critical changes. Clients who prefer full control might prefer to arrange their own hosting.)

The Client must keep the password secure. The Client is responsible for any changes made using the Client log-in even if they were performed by a third party.

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4.3 Support

AlbanyWeb provides guidelines for editing the website as part of the AlbanyWeb website. Typically the Quotation will specify that AlbanyWeb provide some time to the Client for education in how to use the editing facility of the website. AlbanyWeb websites use Drupal, which is a popular tool, and there is plenty of documentation online.

If the Client needs any assistance beyond the above, this is chargeable.

4.4 Domain name

Hosting a website requires ownership of a domain name.

If the Quotation specifies domain-name management, then AlbanyWeb manage the domain using its own service on behalf of the client. The charge is incorporated into the annual hosting fee.

If the Quotation does not explicitly specify domain-name management, then the Client is responsible for managing the domain. The Client accepts full responsibility for the consequences of any errors or omissions in so doing. If the Client requires help from AlbanyWeb to resolve any difficulties, this is chargeable.

In all cases, the Client retains full ownership of the domain name and can transfer it away from AlbanyWeb management at any time.

4.5 SSL Certificate

All AlbanyWeb websites support secure login over HTTPS by means of an SSL certificate.

Unless the Quotation explicitly specifies an SSL certificate, the website will share the AlbanyWeb certificate. This is appropriate for sites where only site editors log in – not end users. In this case, when logged in, the website address with be based on the AlbanyWeb domain, something like https://theclient.albanyweb.co.uk.

If the Quotation specifies an SSL certificate, then AlbanyWeb purchase and install a certificate for the customer domain. AlbanyWeb may choose which certificate provider to use, and reserve the right to change provider at any time. Unless the Quotation states otherwise, the certificate does not include secondary domains, sub-domains, extra validation or guarantees.

The ongoing hosting charge includes certificate renewals. The SSL certificate is not transferable, as it is tied to the AlbanyWeb private key. If the Client requests it, AlbanyWeb will destroy the SSL certificate for the Client domain.

4.6 AlbanyWeb facilities

All hosting contracts are for hosting using AlbanyWeb choice of facilities, except where explicitly stated otherwise in the Quotation.

- Website hosting is at a location in the UK chosen by AlbanyWeb. AlbanyWeb reserve the right to change the location.

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- AlbanyWeb have free choice of provider for domain names, SSL certificates and any similar items. AlbanyWeb reserve the right to change provider, ensuring similar specifications and service levels as already exist.

4.7 Standard and premium hosting

All hosting contracts are for standard hosting except where explicitly stated otherwise in the Quotation. AlbanyWeb standard hosting is an entry-level designed for a small business or individual using a website as a non-critical part of their business, with equivalently modest traffic. As part of this package, AlbanyWeb provide the following service:

1. CPU and bandwidth to handle low-volume traffic.
2. Update the hosting server with operating system patches.
3. Monitor the website software (Drupal) and install minor updates and security patches.
4. Regular website backups.
5. Use of AlbanyWeb SSL certificate for secure logins
6. Domain management for domains registered with AlbanyWeb.

Exclusions and limitations:

- If the Client website becomes busy enough causing AlbanyWeb to require extra hardware, then the hosting price would increase accordingly for that website. The increase would apply with immediate effect rather than at the end of the billing period. AlbanyWeb would discuss options with the client when the situation arises.

- The included website software upgrade service excludes any significant upgrades to the website software where the upgrade process isn't automatic or requires substantial redevelopment or conversion of the website, such as a major new version of Drupal.

- AlbanyWeb take the security of our websites seriously and have put in place processes to safeguard it. In the unlikely event that a website is hacked into, the Client accepts that AlbanyWeb has no liability for any loses arising.

- Backups are provided on a best effort basis. The Client accepts that AlbanyWeb has no liability for loses arising from errors or omissions in the backup process.

- AlbanyWeb hosting has historically proved extremely reliable. However there is no formal service level agreement (SLA) for the hosting.

- The maximum liability of AlbanyWeb for any fault in the service is to refund the fees paid for hosting.

AlbanyWeb offer premium hosting on a basis to be negotiated between the two parties. Where this applies, the terms and costs are explicitly stated in the Quotation.

If a client requires additional bandwidth, a specific SLA, or a guaranteed backup service, this should be made clear in the Quotation.

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4.8 Exporting the site

The Client has the right to get an exported copy (or copy of a backup) of the site from AlbanyWeb upon request. Hosting includes an annual allowance of free exports. If the Quotation does not explicitly state the allowance, then the allowance is two exports per year. Any exports above this allowance are chargeable.

The export includes a full dump of the Drupal database, copies of uploaded image files, and CSS or theme files developed exclusively for the Client. It excludes any common code developed by AlbanyWeb for the management of multiple sites, such as installation or configuration scripts.

The export is provided "as is", except in cases where AlbanyWeb have omitted material from the list above. The Client should understand that a website is designed using a particular version of Drupal, and uses particular contributed Drupal modules in addition to the core installation. The Drupal software is not included as part of an export.

4.9 Limited liability

The maximum limit of liability of AlbanyWeb for any problems arising from the hosting is the return of the fee paid. The Client accepts that AlbanyWeb is not liable for any losses resulting from failure of the hosting.

4.10 Obsolescence

The software platform used to build a website eventually becomes obsolete. AlbanyWeb reserve the right to decide when to cease to offer hosting for any platform. AlbanyWeb shall provide the Client with at least six months notice of this decision. At this point the Client may request a quotation for an upgrade to a newer platform, or may elect to terminate the hosting with AlbanyWeb.

5 Design plus hosting

It is common for AlbanyWeb to provide website design and hosting as separate items in the same quotation. Formally, this represents two entirely separate agreements, each covered by the relevant parts of this document. In particular, note that:

- The design is a one-off services project which ends when the design is completed.

- The hosting is an ongoing agreement to provide facility to run the website. It does not include any alterations or updates to the website. The hosting contract is reviewed and renewed annually, subject to agreement by both parties.

6 Default

If the Client is in breach of part of this agreement, or of another agreement with AlbanyWeb then the Client is deemed to have defaulted. Breaches include, but are not limited to: lack of payment and uploading of content in breach of the terms.

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In case of default, AlbanyWeb is not bound by any other obligations in the agreement. AlbanyWeb reserve the right to

- cease hosting the website immediately
- cease payments for any services such as domains
- withhold website files or finished product.

AlbanyWeb is not responsible for any losses resulting.

7 Termination

AlbanyWeb expect to deliver all quoted work, but this may not be possible in case of unforeseen circumstances such as illness. AlbanyWeb retain the right to withdraw from the agreement, refunding any payments made to date in relation to it.

If the client wishes to withdraw, then the client must provide written notice. AlbanyWeb will invoice for the partly complete work. The invoice amount is based upon the time used and expenses incurred by AlbanyWeb. The client should bear in mind an element might have 90% of the effort expended without any visible result.

Termination of a hosting contract requires a minimum of one month's notice for either party, and where appropriate, an export of the site will be made available as part of the termination process.

8 Data Protection

AlbanyWeb acts as the data controller for the website www.albanyweb.co.uk. AlbanyWeb holds information on each client, such as contact details and a billing address, that is necessary and compatible with conducting our business. This information is used solely by AlbanyWeb, is not shared with other organisations, and is stored in accordance with the principles of data protection. No personal information is stored on www.albanyweb.co.uk.

For every client website hosted with AlbanyWeb, AlbanyWeb acts as data processor, and delivers websites on a platform that is compliant with data protection legislation and the protection of personal data.   It is the client's responsibility to ensure ongoing compliance where appropriate.