

All quotations and work accepted by Optimise Solutions Limited shall be governed by the conditions noted below.

In these Terms and Conditions, the following terms shall have the following meanings:

“OSL” means Optimise Solutions Limited, a company incorporated in Scotland under the Companies Acts with registered number SC119824 and having its registered office at 5 Straiton View, Straiton Business Parc, Edinburgh EH20 9QZ.

“Proposal” means the contract document provided in writing by OSL to the Customer in response to a request for work by the Customer.

“Customer” means any person, firm or company who purchases any goods or services from OSL.

“Estimate” refers to an approximate cost provided in writing by OSL to the Customer for additional products or services requested by the Customer after the Proposal has been accepted. All Estimates are subject to these Terms and Conditions unless otherwise stated.

“Digital Project” covers all products and services supplied by OSL to the Customer as detailed in the Proposal or Estimate.

“Website” means the website(s) and / or web services supplied by OSL as detailed in the Proposal or Estimate.

“Marketing” means all types of digital, online, internet and offline marketing products or services supplied by OSL as detailed in the Proposal or Estimate.

“Module” refers to a piece of software that is delivered to a Customer by OSL. A module is considered delivered at time of installation. A Digital Project can comprise many Modules.

“Launch Date” means the first date that a Website is available online.

“Contract” means the Customer's purchase order and OSL's acceptance of it, or the Customer's acceptance of a Proposal or Estimate incorporating these Terms and Conditions.

“Current Rate” means the current hourly rate charged by OSL. This is £80 per hour excluding VAT. This rate may be varied by OSL in the future; if so OSL will notify the Customer in writing in advance. OSL may offer discounted rates for hours bought in bulk as a package. Contact OSL for current package prices and terms.

“Additional Work” means any ad-hoc work requested by the Customer that falls outwith the Proposal or Estimate. The minimum billing period is 30 minutes. This will be charged at the Current Rate. An exception to this is if the Customer has pre-bought hours through a package deal and there are sufficient unused hours on a package which is still valid in which case the time taken for such work is deducted from unused hours.

“Third Party” refers to a third party company from which OSL purchases products or services on behalf of the Customer, such as hosting services, email provision, statistics packages.

“Service” refers to work done by OSL for the Customer.

“Hosting Service” means Website hosting services provided by OSL to the Customer within the Contract. A Helpdesk is provided by OSL for the customer to log hosting queries.

“Helpdesk” means helpdesk support services provided by OSL to the Customer within the Contract. The Helpdesk is available Monday to Friday 09:00 to 17:00, excluding public holidays, by emailing to web@optimisesupport.co.uk or calling our helpdesk telephone number. All Requests for work or queries logged with the Helpdesk will be regarded as Additional Work; exceptions are (i) time spent by OSL in liaising with Third Party Hosting Service providers regarding Hosting Service outages.

“Ticket” refers to a ticket logged by the Customer into the electronic Helpdesk system that has been put in place by OSL to allow the Customer to log suspected defects and requests for work. Instruction on the use of this system is provided by OSL.

“Sensitive Content” means any Website content that the Customer wishes to keep confidential or does not wish to be released until a particular time.

PERIOD OF ACCEPTANCE

Individual Proposals are open for acceptance for 30 days from issue or the period stated in the Proposal document. Once this period has elapsed the Proposal will be revoked, unless an extension is granted by OSL.

SCOPE OF WORK

The scope of work in the Contract is detailed in the Proposal. Any work required by the Customer that falls outwith the Contract is regarded as Additional Work.

PAYMENT

Prices quoted are exclusive of VAT at the standard UK rate.

The Customer agrees to pay for work as set out in the proposal document or as invoiced for ad-hoc work.

OSL raises invoices on completion of work where the span of work is expected to be less than one month. Where a package deal is offered by OSL to the Customer for work of duration up to two months, payment must be made in full on commencement of work. Where the span of work is expected to be longer, a deposit of 50% is required prior to commencement of work, with the balance due at the earliest of the following dates (i) six months after commencement, (ii) completion of work, (iii) Website Launch Date; exceptions are (a) package deal offered by OSL which is due for payment prior to commencement of work, (b) other payment schedule agreed in writing between OSL and the Customer.

Payment terms are 7 days from invoice tax point unless otherwise stated on an invoice. Title of goods is vested in the supplier (OSL) until full payment has been made by the Customer. OSL reserves the right to stop any outstanding work for the Customer in the event of non-payment of any invoice by the due date.

Where payments are being made by direct debit, Customer will incur a charge of £30 if a Customer cancels a direct debit or fails to honour a direct debit payment.

COPYRIGHT AND TRADEMARK PROTECTION

The Customer undertakes that all text, images and the like delivered to OSL for inclusion in the Digital Project will not infringe any copyright, trademark, registered design or other proprietary right of any third party and shall not be defamatory or otherwise render OSL open to legal action. Should OSL suffer any financial loss as a result of action taken against them by a third party who has had their rights infringed or has been defamed the Customer undertakes to reimburse the amount of such loss to OSL.

COMPLETION OF THE WORK

The times given by OSL for the completion of the work are best estimates only. OSL shall be under no liability for loss in respect of any failure to complete work within the estimated time.

INTELLECTUAL PROPERTY

All Domain Names are registered, unless otherwise instructed, in the Customer's name. No responsibility can be taken for any infringements arising from Domain Name registration. A Customer's logos, artwork, graphics, photographs etc. remain the Customer's intellectual property.

OSL agrees to not build a same / similar (home automation) website for anyone else, for a minimum period of 12 months

After full payment has been made for the hours used to complete the website:

1. OSL will transfer / assign all intellectual property to the Customer
2. Customer will have portability of the website (transfer development, support, maintenance and hosting to a third party)
3. Where there might be any intellectual property that cannot be transferred, OSL will grant full and unconditional use of the intellectual property to the Customer

WEBSITE SOURCE CODE WARRANTY

OSL provides a 30 day warranty on Modules written by OSL. It is the Customer's responsibility to test Modules within 30 days of installation.

The Customer must use the Ticket system to notify OSL of suspected defects in Modules supplied to a Customer by OSL. OSL shall endeavour to (i) rectify as quickly as possible any defect found in Modules written by OSL and (ii) provide an alternative solution or workaround as quickly as possible for any defect found in Third Party Modules that it has supplied to a Customer. If the Customer notifies OSL of a defect in writing within 30 days of installation of a Module there will be no charge levied to the Customer for time spent in trying to rectify the defect; exceptions which would be regarded as Additional Work are (i) if the cause is due to the Customer misusing administration software, (ii) if the cause is the Customer changing configuration settings or files that have been set up by OSL, (iii) if the cause is the Customer installing software that has impacted on the Module, (iv) if the fault lies with Third Party Modules. If the Customer notifies OSL of a defect after 30 days of installation of a Module, this would be regarded as Additional Work.

OSL will not be held responsible for any losses incurred by a Customer because of any defects found in Modules supplied by OSL.

OSL reserves the right to withdraw a Module without notice and refund the Customer any monies paid towards it.

RESPONSIBILITY FOR CONTENT

The Customer has sole responsibility for all Website content. This applies to content supplied to OSL for inclusion in an original site launch and for all other content loaded onto the site in the form of site updates.

WEBSITE RANKING

OSL does not take any responsibility for a Customer's website rank on search engines. This also includes any potential website downtime that can occur. When updating, changing, creating and hosting a Customer's Website, there could be a change in the website's search engine ranking.

THIRD PARTY SERVICES

The Customer shall be bound by the terms and conditions of third parties providing Third Party Services that have been arranged by OSL on behalf of the Customer. OSL shall not be held responsible for any loss incurred by the Customer due to the actions of third party suppliers. Price changes from third party suppliers will be passed on to the Customer.

BACKUPS

For hosting of Magento websites by OSL, file level backups are performed daily with a 20-day history and databases backups are performed every three hours with a one week history as part of the hosting cost. Additional backups or retrieving data from backups, if requested by the Customer, will be regarded as Additional Work. While OSL can retrieve data from these backups, OSL and the third party provider of the service cannot provide a 100% guarantee.

SECURITY PATCHES

For Hosting Services, if any software on a website hosted by OSL is found to contain a security vulnerability, we will notify the Customer. Any work required to secure the software including upgrading a module and time incurred to test functionality on the website and fix any broken features caused by updates / patches will be treated as Additional Work. OSL reserves the right to take a website off-line if the Customer does not agree to work to secure the software or does not respond to our notification in a timely manner.

TERM AND TERMINATION

For **Hosting Services**, the minimum contract period for Hosting Services is twelve (12) months. Following expiry of the fixed term, the supply of the Hosting and Support Services shall continue under the Contract from year to year until terminated by either OSL or the Customer on 90 days' prior written notice to the other to expire at the end of the current year of the term. This Contract may be terminated by either party by written notice with immediate effect if either party fails to observe or perform any of its material obligations contained in the Contract and fails to remedy within thirty (30) days of being requested to do so by the other party. On termination, the Customer's right to receive the services shall cease automatically. OSL reserves the right to withdraw the Hosting and Support Services in the case of non-payment by the Customer.

For Digital Projects excluding Hosting Services, this Contract shall commence on the date that the Customer accepts the OSL Proposal. If a Customer terminates a contract prior to completion, the customer shall be liable for the time spent by OSL on work towards the Contract at the Current Rate.

If terminating a website there is an administration fee to provide the website files to the customer. The cost is based on the time taken to gather required information and will be regarded as Additional Work.

BROWSER COMPATIBILITY

All website code written by OSL will be in accordance to the latest W3C standards. Browser and device incompatibilities and inconsistencies will be regarded as Additional Work.

SENSITIVE CONTENT

Please note that any Website content deemed "sensitive" by the Customer should not be included within Website test content. The Customer should advise if there is any content that they do not wish to be published on any test area employed by OSL.

HOSTING CHARGES

If the Customer uses Hosting Services supplied by OSL, the Customer shall pay the fees for Hosting Services to OSL monthly in advance by direct debit or otherwise agreed in writing and payment of all such sums to be made within twenty (20) days of the issue of OSL's invoice. OSL reserves the right to withdraw the Hosting Services in the case of non-payment by the Customer.

LIABILITY

The aggregate maximum liability of OSL under the Contract shall in no circumstances exceed a sum equal to the Hosting Service Fee paid by the Customer in the year in which the liability arises.

GOVERNING LAW

All matters relative to the Contract shall be governed and construed in all respects by Scots law and the parties hereby submit to the non-exclusive jurisdiction of the Scottish Court.