



terms of business

Mcomi Net Ltd will endeavour to operate in a fair and reasonable manner at all times and it is part of our ethos to ensure we maintain a great relationship with our clients. It is, however, important to have certain contractual aspects agreed in order to protect both parties. By undertaking a project with Mcomi Net Ltd you are agreeing to the following terms and conditions.

1. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by this contract, and that no partnership, joint venture or employee/employer relationship is intended or implied.

2. Project Process

Mcomi Net Ltd cannot always guarantee to start work immediately on a project but will arrange a date with the client as to when work can commence.

If Mcomi Net has produced a proposal document for the project then Mcomi Net will endeavour to work within the time frames scheduled, provided you supply us with:

Data, information, logos, designs, graphic and related materials to be incorporated into the web solution by the scheduled data collection delivery date

Payment of 25% of the project fee

Where applicable comply with all the terms of the Web hosting agreement.

During the Web site Development Cycle Mcomi Net Ltd may at intervals place versions of the client's Web site on one of Mcomi Net Ltd's demonstration servers in order that the client may view and comment upon the Web site's progress, and approve design concepts and prototypes.

When both Mcomi Net Ltd and the client agree that the Web site meets the criteria agreed during the projecting process, Mcomi Net Ltd will invoice the client for the remainder of the amount due for the project.

3. Acceptance Testing

You will conduct the acceptance tests on the deliverables as soon as possible after installation to ensure that they perform in accordance with the proposal. If a deliverable does not pass the acceptance test, we will correct the failure. You will then repeat the acceptance test. Such processes shall continue until the relevant deliverable passes the acceptance test.

4. Copyright

All material, both text and images, supplied by the client and used in the construction of the client's Web site, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws.

The copyright for all material provided by Mcomi Net Ltd, such as code, graphics, photographs and text, but excluding software code, will remain the property of Mcomi Net Ltd until such time as payment has been made in full whereupon they will become the property of the client.



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All software code provided as a part of the Web site will remain at all times the property of Mcomi Net Ltd. The client will be granted a single use, single site, source code license to the software code. The client may not sell or redistribute the software code. The client may not use the software code in more than one installation.

The client will not be given access to the source code and may not take the code to another developer for purposes of maintaining or extending upon the system.

The parties acknowledge that Mcomi Net Ltd may accept jobs from other clients to develop Web solutions with the same or similar functionality to the Web solution, and that Mcomi Net Ltd may replicate and exploit all techniques, structures, designs and individual modules of program code used in the creation of the Web solution.

5. VAT

All prices are quoted exclusive of VAT. VAT is payable by all UK residents, this cost does not apply to overseas orders.

6. Terms of Payment

An invoice for 25% of the price for the project will be provided on acceptance of the proposal. This invoice must be paid before the project can commence.

Once the project is complete and approved by the client the final 75% will be invoiced. Payment for this invoice shall be made within 15 days of the date of issue of the invoice unless otherwise arranged.

If you are responsible for withholding information for completion, the Web site is then deemed payable in full after 30 days from initial start date.

If we are forced to hand your account over to a debt collection agency for collection you will be liable for any collection costs incurred.

7. Maintenance

Mcomi Net Ltd provides maintenance services for its clients; however any maintenance or updates are outside the scope of the design project. When updates are required Mcomi Net Ltd will provide time and materials based quotes for this work.

8. Validity of the Agreement

Either party may terminate the agreement on 7 working days' written notice to the other party.

Mcomi Net Ltd reserves the right to cease immediately without liability to provide the service and to terminate this agreement if you should go into liquidation or bankruptcy, or if you fail to meet any obligation in accordance with this agreement.

If at any point during the Project Development Cycle a client wishes to cancel, they may do so but will be invoiced an amount that Mcomi Net Ltd judges to be proportional to the amount of work completed on the project. If it is agreed by both parties that the amount of work completed is less than half of the project, 25% of the of the full project cost will be refunded.



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9. Assignment and Delegation

We may assign or transfer our rights and responsibilities under this contract to another party.

We may also subcontract the performance of any of our responsibilities under this contract to another party.

You may not assign or transfer any of your rights or responsibilities under this contract to anyone else without our prior written consent.

10. Liabilities

You agree that Mcomi Net Ltd will not be liable for any indirect or consequential damages, including but not limited to, loss of profits or for any claim made on the client by any other party, even though Mcomi Net Ltd may have been notified of such damage or claims.

We shall not be liable to you for any loss or damage directly or indirectly arising out of or in connection with any delay in delivery of the goods or failure to perform its obligations under this agreement where such delay is caused directly or indirectly by an act of God, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials or manufacturing facilities, accidents, interruptions of, or delay in, transportation or any other cause beyond our control.

You agree to defend, indemnify and hold us harmless from and against any and all claims, losses, liabilities and expenses (including attorneys' fees) related to or arising out of the services provided by us to you under this agreement, including without limitation claims made by third parties (including your customers) related to any false advertising claims, liability claims for products or services sold by you, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided hereunder, or for any content submitted by you for publication by us.

If, despite the other provisions of this agreement, Mcomi Net Ltd is found to be liable to you then its liability for any single event or series of related events is limited to the Fees.

Due to the public nature of the Internet, all material submitted by you for publication will be considered publicly accessible. Mcomi Net Ltd does not screen in advance customer material submitted to Mcomi Net Ltd for publication. Mcomi Net Ltd's publication of material submitted by customers does not create any express or implied approval by Mcomi Net Ltd of such material, nor does it indicate that such material complies with the terms of this agreement.

11. Non Waiver

Failure by any party to enforce any right or obligation with respect to any matter arising in connection with this contract shall not constitute a waiver as to that matter or any other matter either then or in the future. Any waiver of any right or obligation under this contract shall only be of any force and effect if such waiver is in writing and is expressly stated to be a waiver of a specified right or obligation under this contract.

Last Updated: 3rd November 2007