

ONE STOP WEB SYSTEMS

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Terms For Companies With Accounts Departments

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Abstract

This document clearly lays out our terms for payment of invoices, and the penalties that may result for failure to meet them.

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Definitions

Post, Posted, Postal etc

An item is said to be posted if it has been sent by recorded delivery Royal Mail to the address on the letter or invoice that it pertains to, or failing that to the address displayed on the relevant website on the day of posting,

The onus is on the sender to ensure that the item is addressed correctly, that all postage fees are paid and that the item arrives on time.

Pay, Paid, Payment etc

*An invoice is deemed **paid** once the full amount, including all penalties and charges, have cleared and are available in our company account.*

*Receipt of a cheque is not timely payment; but is acceptable if is received on time **and** it clears within five working days of the due date of the invoice.*

A Reasonable Period Of Time

*For these terms, our definition for **a reasonable period of time** is **fifteen (15) calendar days**.*

Our Terms

Invoices must be **paid** within a **reasonable period of time**.

Invoices will be sent by email as PDF attachments at the appropriate times, but hard copies may be **posted** to the address in the form at the bottom of these terms if we deem it necessary.

Final delivery (for example deployment or decryption of a website, or transfer of a domain) may be held until all invoices and penalties have been **paid**.

New clients are generally asked to **pay** a 50% down payment before work will commence.

Payment can be made directly to our account but it is advisable to inform us that this has taken place in order to prevent penalties from being applied inadvertently. **Payments** made this way need to carry the invoice number as a reference.

Intellectual Property

Generally, when a website has been built and paid for, it is your intellectual property.

Where we have used third party systems or templates, (e.g. the design was not in-house) then the IPR will depend on the terms of the supplier.

When under a support contract, domain names are your intellectual property from the outset, although they are hosted on our servers for easy maintenance

Travel and Expenses

We expect to be able to complete most of our work from our offices, as such any time spent travelling is considered billable at normal rates.

Any travel expenses need to be settled under the same payment terms as the contract they pertain to.

Settlement

If part of an invoice is disputed, then that part only may be withheld pending settlement – all other outstanding amounts need to be settled by the due date.

Invoices are not permitted to be offset against any money owed by us – these amounts and due dates remain independent.

Where the cost of the creation of the site is spread over a period of time, the site is considered paid (and therefore your IP) for when the last invoice has cleared – (you have the right to settle any outstanding amount early).

Penalties

A penalty of 5% of the outstanding amount (including prior penalties) will be added to the outstanding amount for each **reasonable period of time**, or part thereof, that the invoice remains **unpaid**.

Failure to **pay** an invoice or penalty after **three reasonable periods of time** have expired may cause the site or system to be suspended, or redirected, access to update systems to be suspended, or system development to cease, or any other appropriate sanction applied. In these cases there will be a restart fee of £50.

The restrictions will be lifted within **a reasonable period of time** of **payment** of all outstanding invoices and of the restart fee.

Additionally, any discounts provided for prompt **payment** may be removed permanently on late **payment**, or until all penalties and outstanding invoices are **paid**.

Account Closure

Instructions to close an account need to be signed by the appropriate officer and **posted** to us. Domains names and files will be transferred within **a reasonable period of time** of the receipt of the instructions and settlement of all outstanding invoices as penalties.

Agreement

The Company Director or Chief Financial Officer will need to complete and sign the following form and **post** this document to us before any [further] work can be undertaken.

I warrant that this document has not been altered from the version provided by Go-Ape.com Ltd, and that I agree to the terms enclosed herein.

Name

Position

Contact Number

**Postal Address
For Invoices**

Signature

Date

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