

Terms & Conditions

The following document sets out the terms and conditions for the supply of services by Europa Studio.

Europa Studio reserves the right to amend or vary any of its terms and conditions at any time and without notice.

Please check our site regularly as these terms are updated from time to time.

Last Updated: 01 Dec 2011

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1.0 Website Maintenance

1.1 Maintenance Tasks

We seek to manage the entire life cycle of our clients' websites to ensure that they evolve and remain successful.

The following essential tasks are required as part of the ongoing website maintenance. Maintenance tasks will generally be undertaken at the beginning of each month and when new software becomes available. I.e. when a new version of the content management system is released.

30mins	Complete manual backup and storage of all website files including database
30mins	Software upgrades including installing and testing the latest version of the content management system
30mins - 2hrs	Website code changes to ensure the website renders correctly with new browser updates
30mins	Ensuring security software is up to date and protecting the website from automated spam that comes from bots
30mins	Functionality plugin updates and testing required to ensure updates are compatible with the site
30mins - 2hrs	Professional edits to ensure the website maintains its quality
30mins - 2hrs	Hosting, database and email server maintenance

- 1.1.1 Website edits typically include revisions to existing website content. Enhancements to operation or function are not covered by the maintenance agreement.
- 1.1.2 Transfer of hosting to another operator is not covered by the website maintenance agreement.
- 1.1.3 If the client wishes to cancel their maintenance agreement, they must contact us 30 days before the renewal date stating that they wish to cancel their account.
- 1.1.4 Europa Studio shall be entitled to charge the client at its billing rates for time spent providing any other services not forming part of the maintenance agreement.

1.2 Availability

- 1.2.1 Maintenance services will only be provided during our normal working hours. These are 9am to 5pm Monday to Friday. Provision may be made for "out-of-hours" service but only on the basis of additional charging.
- 1.2.2 For hosting and email server maintenance, our response and repair obligations will depend on the gravity i.e. level of the problem the client is experiencing.
- 1.2.3 We are a team of consultants, not IT support personnel. If we are not currently working on a project for you, we may be unable to respond immediately to any technical or other difficulties you may be experiencing. We would encourage you to send an email explaining the issue and we will respond as soon as possible.

1.3 Third Party Dependencies

- 1.3.1 As the maintainer, we are typically dependent on a variety of third parties in order to be able to provide the agreed services. We cannot take responsibility for any failure to provide services where such failure results from the failure or interruption of services provided by third parties. This would include interruption in the ISP connection or datastream information services.

1.4 Liability

- 1.4.1 Europa Studio shall not be liable for ensuring that material, data or information on the website isn't illegal or unlawful, obscene, defamatory or otherwise infringes any third party rights.
- 1.4.2 We strive to provide secure and stable applications, however we cannot be held liable for any information loss, corruption or anything else that may happen to your site while it is using the software provided.

2.0 Website Design

2.1 Your Quotation

- 2.1.1 The client is required to read the project quotation and specification carefully. Work will be performed exactly as stated. Any new requests or divergence to the work specified may incur additional costs. This includes replacing substantial text from a page with new text, major page reconstruction, additional pages, navigation structure changes and repairs to attempted updates by the client.
- 2.1.2 Changes to web pages requested by the client after project completion will be billed at an hourly rate.
- 2.1.3 Quotes for products or services are valid for a maximum of 30 days.

2.2 Content Management

- 2.2.1 The website content management system is based on the Wordpress platform utilising a SQL server database. With the exception of certain bespoke functionality, Wordpress is designed to create and edit pages and posts, upload and edit images and create and edit hyperlinks. Please follow the guidelines supplied in order to correctly format information on the website. If additional training is required, please contact us and we will arrange for further training to be provided.
- 2.2.2 Please do not make changes to the website plugins or template files as this may seriously affect the website's performance. Updates made by the client are done so at the client's risk. We shall not be responsible for problems arising as a result of attempted changes to the core website files.
- 2.2.3 The administration password must remain the same so that we can perform regular maintenance tasks on your website.

3.0 Payment of Services

3.1 Project Invoices

- 3.1.1 Depending on the size of the contract, a deposit of between 35% - 50% of the total sum payable is required before work can commence. Balance is payable upon completion of the project. For lower value projects, full payment may be required upfront before work can commence.
- 3.1.2 If, during the course of a design project, additional work should become necessary, Europa Studio will notify the client of any additional cost involved. Any additional costs may be payable before work can proceed further.
- 3.1.3 If the client delays commencement of work for more than 30 days from payment of the deposit, Europa Studio reserves the right to make a surcharge to cover additional time and price increases since the original quote.
- 3.1.4 Europa Studio reserves the right to levy extra charges if additional unexpected time is expended on the creation of the site, or loading of the site onto the Internet, due to circumstances beyond its control or due to working with material created and/or provided by a third party.
- 3.1.5 In the event of a dispute regarding the design of the website or a withheld or late payment, Europa Studio reserves the right to withhold or withdraw all web pages and image files until such dispute is resolved.
- 3.1.6 Late payment of bills will incur a charge if payment is not received within 10 days of the due date. If an amount remains unpaid after 30 days after its due date, an additional penalty will be added for each month or proportion thereof until payment.

3.2 Maintenance Invoices

- 3.2.1 Maintenance fees commence when the project has been delivered and the website is online. Fees must be paid for in full and in advance.

3.3 Website Hosting and Domain Invoices

- 3.3.1 The client shall be responsible for all renewal fees relating to any domain names purchased on their behalf by Europa Studio, whether charged direct by the naming authority or by Europa Studio.
- 3.3.2 Clients will be invoiced 14 days before the domain name/hosting renewal / due date. This is done to ensure that our clients get enough time to make payment(s). All fees must be received within this period. A grace period of 5 (Five) days will be given to all unpaid accounts past the renewal / due date. The hosting service will be suspended on the 6th (Sixth) day of the account being past due and a notification email would be sent informing about the suspension of service. Backup, if purchased / applicable, will be provided only after the dues are paid during the suspension period, i.e. between 6th and 10th days (both days inclusive) of account being past due. We would allow up to 5 (Five) days after the account has been suspended, for the renewal fee / dues to be paid. The account will be terminated permanently and all data held within that particular account will be deleted from the server once this period of additional 5 days is over. Under no circumstances would a backup be provided to the client after termination. All technical support and/or professional services may at the discretion of Europa Studio be terminated until payment is received and cleared.
- 3.3.3 Europa Studio reserves the right to charge an administration fee where an account is cancelled and then reactivated.

4.0 Privacy

The client may be contacted periodically by Europa Studio to announce any additions or changes to Europa Studio's products and services. The client may also be contacted as part of Europa Studio's ongoing support activities. The client has the right to request that these communications cease.