

Terms & Conditions



1. Introduction

Devonto™ Limited strives to deliver a quality service with regard to website design and/or website and email hosting ("the Services") using the skills and knowledge acquired during many years working in an IT environment. It is necessary to state, for legal reasons, that all work carried out by Devonto™ Limited is under full understanding of and compliance with the following terms and conditions ("the Terms and Conditions"):

2. Payment (Web Design Customers)

- 2.1. We require an initial non-refundable 35% deposit on all web design projects to confirm your intention to complete the project and cover the cost of hosting, domain charges and other setup costs. Thereafter, final payment is due on completion of the website.
- 2.2. In the event that the website construction is delayed by you for longer than two weeks of inactivity, Devonto™ Limited reserves the right to invoice for a further 35% instalment of the total cost.
- 2.3. Devonto™ Limited is happy to quote for further updating of any website on completion of site, if required.

3. Payment (Hosting Only Customers)

- 3.1. We require the invoice to be paid in full. In the event that our invoice is not settled in full within 14 days of the invoice date, Devonto™ Limited is entitled to charge interest at the statutory interest rate.
- 3.2. In the event that you decide to move to another provider within the hosting term paid for, the hosting fees are non-refundable. There may also be a domain "transfer-away" charge. This is currently £10 per domain.
- 3.3. Devonto™ Limited reserves the right to suspend any Services or remove any website which has not been paid for in full within 14 days of the invoice date.

4. Annual Renewal (Hosting Customers)

- 4.1. With a website comes an annual charge. This charge is for the on-going hosting of the site throughout the year covering your share of the server's internet connection, bandwidth, power consumption, heating/cooling costs etc.
- 4.2. Website domains may also be annually renewed. The renewal dates run from the date of the initial invoice until the same date the following year.
- 4.3. When initially requesting Services from Devonto™ Limited, you will be advised at the annual cost to keep your website running based on your specific requirements. You will be reminded of this 30 days before your site is due to be renewed.
- 4.4. Additional annual renewal costs may also be charged for items such as additional domains, SSL certificates and dedicated IP addresses.
- 4.5. If you do not wish to renew any domains through Devonto™ Limited, there shall be no discount on the annual renewal charge.
- 4.6. Annual renewal fees must be paid for (and clear) **before** the date of renewal to ensure a continuous service.
- 4.7. If the fee is not paid before the renewal date, your Services may be temporarily taken offline until any outstanding fees are paid in full.

5. Intellectual Property (Web Design Customers)

- 5.1. All HTML and XHTML pages created for you will be owned by you providing the pages are for your own use only. They must not be sold or given to a third party without written permission from Devonto™ Limited.
- 5.2. All dynamic programming code including ASP, PHP and JavaScript is created and supplied on a "use of the coding function only" basis and will entirely remain the property of Devonto™ Limited.
- 5.3. If you decide to move to another hosting company, HTML pages may be moved away from us, but all dynamic coding ASP, PHP and JavaScript must remain on our server.
- 5.4. Arrangements may be made to purchase the Intellectual Property from Devonto™ Limited.

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6. Web Link

- 6.1. We reserve the right to include a link to our site, and to those of any subcontractors who worked on your project, from the footer of each of the pages in your site and also link to your site with a screenshot from our Portfolio section on www.devonto.com
- 6.2. This link must remain in the footer of each page of any site designed by Devonto™ Limited, no matter if the site is hosted with another provider.
- 6.3. The link may be removed by paying a fee to Devonto™ Limited. The amount will be dependent on the site in question.

7. Limitation of Liability

- 7.1. Devonto™ Limited shall not be liable in any way whatsoever for the following:
 - 7.1.1. Any copyright infringement whether intentional or not;
 - 7.1.2. Any misinformation which has been provided by the client for use on their website;
 - 7.1.3. Devonto™ Limited's need to cancel hosting service contract periods should the hosting provider go out of business;
 - 7.1.4. Any damage of any kind (direct, indirect, consequential, incidental or punitive) which results from the use of, access to or inability to use the information contained in any website managed by Devonto™ Limited;
 - 7.1.5. Any errors or omissions in the contents of any website managed by Devonto™ Limited;
 - 7.1.6. Any damages to or viruses that may infect a site visitor's computer equipment, software, data or other property which result from a site visitor's access to, use of or browsing in any site managed by Devonto™ Limited;
 - 7.1.7. Any damages which result from the downloading of material, data, text, images, video or audio from any site managed by Devonto™ Limited;
 - 7.1.8. Any alteration by each individual web site owner with regard to their exclusive right to alter their site content;
 - 7.1.9. Any change to the site content following a directive from a site owner to Devonto™ Limited to change said site content; and
 - 7.1.10. Any content in any site linked to a site designed by Devonto™ Limited and any resulting loss or damages from a site visitor's access to any such linked site; site visitors link to any other such sites at their own risk.
 - 7.1.11. Any loss of business which is directly related to any down-time of the Devonto™ servers.

8. Content & Use of Service Policies

- 8.1. The Services may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of Scots Law is prohibited. This includes, but is not limited to: copyrighted material, trademark, intellectual property, material we judge to be threatening or obscene, or material protected by trade secret and other statute without proper authorisation. The client agrees to indemnify and hold harmless Devonto™ Limited from any claims resulting from the use of the Services which damages the client or any other party.
- 8.2. Pornography and sex-related merchandising is prohibited on all Devonto™ Limited servers. This includes sites that may infer sexual content, or links to adult content elsewhere. Devonto™ Limited will be the sole arbiter in determining violations of this provision.
- 8.3. Sites that promote any illegal activity or present content that may be damaging to Devonto™ Limited servers or any other server on the internet are prohibited. Links to such materials are also prohibited.
- 8.4. Email accounts should be used for personal or business purposes only.
- 8.5. All emails should be addressed to a maximum of 15 recipients to prevent spamming and blacklisting of the server for other users.
- 8.6. Email accounts on the Devonto™ Limited servers should not be used for mass-marketing purposes. Devonto™ Limited will be the sole arbiter in determining violations of this provision.
- 8.7. Breach of any point in clause 8 will result in your Services being suspended and may lead to legal action or additional charges from Devonto™ Limited.

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9. Data Backup and Service Up-Time

- 9.1. Devonto™ Limited carries out data backups for internal use in the event of systems failure, however we do not provide data restoration facilities for individual clients upon request.
- 9.2. Whilst every effort is made to ensure data is backed up correctly we cannot be held liable for data loss or corruption through loss of connectivity resulting from breakdown, misconfiguration, or other failure of equipment not controlled by Devonto™ Limited or as a result of any event beyond our reasonable control.
- 9.3. Devonto™ Limited endeavours to make the Services available to the client 100% of the time. All websites are hosted on a server/servers located in a remote UK data centre. These servers aim to be available 99.9% of the time. However due to the nature of the Services, we make no warranties or representations that the Services will be uninterrupted or error-free and we will not under any circumstances be liable for interruptions or "downtime" of the server.
- 9.4. We perform server upgrades and maintenance at intervals throughout the year. When a maintenance session is due to take place, an email will be sent to your registered address giving advance notice.

10. Server Access

Devonto™ Limited does not permit third parties to access the server by any means other than viewing websites; sending/receiving emails and configuring account settings with the control panels provided.

This excludes, but does not limit to, access via FTP, SFTP, SSH, VPN or TELNET.

This is a security measure put in place to protect other clients whose data resides on the server.

Requests for additional access may be made in writing to Devonto™ Limited. Deviating from this clause is at the sole discretion of Devonto™ Limited.

11. Subcontracting

Devonto™ Limited may employ the services of other professionals to create parts of website designs and systems. No direct contact shall be made between you and the subcontracted individual or company, unless otherwise authorised by Devonto™ Limited.

12. Non-Payment

- 12.1. In the event that our invoice is not settled in full within 14 days of the invoice date, Devonto™ Limited is entitled to charge interest at the statutory interest rate.
- 12.2. Devonto™ Limited reserves the right to suspend all services offered if payment for issued invoices is not paid in full within 14 days.
- 12.3. Upon suspension, a holding page will be placed on your website with contents deemed appropriate by Devonto™ Limited.
- 12.4. Email accounts may continue to be active - allowing new mail to be collected, but access to them will be blocked.
- 12.5. In extreme cases, email accounts may be turned off altogether - disabling any communication through the Devonto™ Limited servers.
- 12.6. A reinstatement fee of £100 will be charged to enable all services to their prior state.

13. Cancellation

- 13.1. All hosting and management cancellation requests must be made in writing and will be processed within 28 days.
- 13.2. In the event that you decide to move to another provider within the hosting term paid for, the hosting fees are non-refundable.
- 13.3. A "Transfer Away" fee of £10 per domain will be payable to unlock your domain if you wish to transfer management to another party.
- 13.4. An HTML backup of the site content, and any files of your own Intellectual Property, can be made at a small fee and provided on CD or DVD.

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14. Privacy

Use of the Devonto™ Limited website is also governed by our privacy policy <http://www.devonto.com/privacy/> which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please visit the address above.

15. Disclaimer

15.1. Devonto™ Limited makes no warranty or representation that this website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of the Services.

15.2. No part of our website is intended to constitute advice and the content of our website should not be relied upon when making any decisions or taking any action of any kind.

16. Force Majeure

In the event that the Services are delayed, prevented, or otherwise made impracticable by reason of any acts of God, fires, floods, earthquakes, or other natural catastrophes; national emergencies, strikes, lockouts or other labour difficulties; computer "hacking" attack or computer virus; any law, order, regulation or other action of any governing authority; or any other cause beyond Devonto™ Limited's reasonable control, then Devonto™ Limited shall be excused from such delivery to the extent that it delayed or prevented by such cause.

17. Modifications to Previous Terms and Conditions

17.1. Devonto™ Limited reserves the right to amend these Terms and Conditions by posting a revised version of the Terms and Conditions on its website or by sending any information regarding any amendment to the email address provided by you.

17.2. In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

18. Law and Jurisdiction

These Terms and Conditions, the relationship between you and Devonto™ Limited and all transactions relating to this website are governed by Scottish law and are subject to the non-exclusive jurisdiction of the Scottish courts.

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