



# Oikos Terms and Conditions

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These are the terms and conditions for use of the Oikos website and for Oikos customer projects.

We dislike complicated things and we always aim to please our customers, but we are a business and we need to make sure we meet our customers' expectations, and that they meet ours. These terms and conditions make those expectations clear and are intended to protect you and us from anything unexpected happening.

If you have any questions or concerns then please contact us and we'll see what we can do.

For the purposes of these terms and conditions, an Oikos customer is a person or organisation that Oikos has agreed to work for.

## 1. Privacy

This section applies to Oikos customers and to visitors to the Oikos website.

1.1. Oikos uses cookies to track visits to this site and to make the site work, for example by saving user preferences.

1.2. A cookie is a small data file that is stored in your web browser and allows you to be identified each time you visit.

1.3. Cookies themselves do not contain any personal data about you and do not personally identify who you are. Cookies don't tell Oikos who you are, but they tell us if you return to this site.

1.4. Oikos may use "Analytics Services" such as WordPress Stats and Google Analytics to track visits to the site.

1.5. Any "Analytics Services" that Oikos uses may also store cookies in your web browser.

1.6. Any data collected by the "Analytics Services" may be stored on Oikos' servers, or may be stored on servers belonging to the service.

1.7. Oikos does not publish or share any of the collected usage data and have taken reasonable security precautions to protect any data collected.

1.8. If you wish to opt out of this usage data collection then please disable cookies or use a browser plugin that disables Javascript such as NoScript.

1.9. If you choose to comment then that's great, but Oikos has the last word on all comments and can choose to approve comments or not for any reason whatsoever.

1.10. If you comment on the Oikos website then Oikos collects and stores additional information from you in order to let you do this. This information may be published to make the comments system work. Only provide this information if you are willing for it to be published on the internet.

## 2. Hosting

This section applies to all Oikos customers who host a website with or through Oikos.

2.1. Hosting includes unlimited storage and bandwidth (this means that you can store as much data as you like and you can have as many visitors download any amount of information from the website), however there are some technical limitations. Oikos customers are unlikely to run into these but if they do Oikos will tell the customer and let them know what to do about it.

2.2. Oikos' hosting provider claim 99.9% 'uptime' (this means your site will be down for no more than an average of 43 seconds per month), and Oikos shall endeavor to keep your site running for the duration of the hosting agreement, however, the availability of your site cannot be guaranteed and Oikos can accept no liability for losses incurred as a result of a customer website failing.

2.3. Oikos customers must not use the hosting that Oikos provides for anything illegal or offensive. If this happens Oikos, or Oikos' hosting supplier will suspend your account. Neither Oikos nor the hosting supplier will be responsible for any loss of customer data should this occur.

2.4. Any data that an Oikos customer stores on Oikos' hosting service will remain the property of the customer and Oikos can provide a download of it on request. Depending on the nature of the download request this may incur a small cost.

## 3. Domains

This section applies to all Oikos customers who buy domains through us.

3.1. The customer agrees for Oikos to be a representative of them of their organisation for the purposes of buying and registering domain names.

3.2. Domain names shall either be registered in the name of Oikos, in the name of the customer, or in the name of a customer contact.

3.3. Domain names are usually purchased for a period of one or two years. At the end of this period, the registered owner of the domain is notified the renewal is due. If the registered owner is the customer or the customer contact it is the customer's responsibility to renew the domain at their own cost. If the registered owner is Oikos then Oikos will inform the customer and offer to help the customer renew the domain.

3.4. Any domain name transaction (purchase, renewal, change of hosting settings, transfer of ownership) may be subject to an administration fee. All costs of purchase and renewal will be met by the customer unless included in a project proposal.

## **4. Data, Code, Designs and Backups**

This section applies to all Oikos customers.

4.1. Oikos will keep copies of any program code or designs that are delivered as part of a customer project and Oikos customers agree that Oikos can store these using whatever storage and backup products or services are deemed necessary by Oikos.

4.2. Oikos customers are responsible for making sure that their data is backed up. Oikos shall provide mechanisms and instructions to customers for doing this. Oikos is not liable for customer data that is lost or damaged.

4.3. Oikos will send customers the project deliverables in electronic format. If delivery on physical media is required this may incur charges for materials and delivery.

## **5. Copyright and Content**

This section applies to all Oikos customers.

5.1. Oikos build customer websites using software that is released under a license called the GNU General Public License (GPL).

5.2. Anything that Oikos creates that is a derivative work of something released under the GPL, is also subject to the GPL. This means that:

- the customer is free to use, copy and modify the work internally within their organisation;
- the customer will maintain copyright of it;

- the customer is not required to release it to the public, but if they do then they must give other people permission to copy, distribute and modify it under the terms of the GPL.

5.3. Any work that Oikos customers create using services provided by Oikos will be the copyright of the customer.

5.4. Any work that Oikos creates for a customer, will be owned by the customer. The customer grants Oikos an unlimited license to use, copy, and modify the works and to base other works upon them. This is to allow us to re-use the work that we do rather than create everything from scratch.

5.5. Content uploaded by Oikos customers to a website hosted by or through Oikos, must be either:

- owned by, or copyright of the Oikos customer;
- licensed to the Oikos customer for the customers' usage on the website;
- in the public domain and therefore free of copyright restrictions.

Oikos will remove any content found to be uploaded without the relevant permissions. Oikos can accept no liability for any costs incurred as a result of this happening.

## 6. Projects, Proposals and Payments

This section applies to all Oikos customers.

6.1. At the start of a project, Oikos will produce a project proposal for the customer, detailing the customer's needs, and what work will be done, and when.

6.2. When the details of the work to be done have been agreed, Oikos will provide the customer an estimate or quote detailing charges for doing the work. The estimate or quote will state whether the work will be done for a fixed price, or at an hourly rate.

6.3. Sometimes things will go wrong, or details of a project will change. If this happens Oikos will keep the customer informed of what's happening, why it's happening, and agree any changes to the proposal and costs with you.

6.4. Most projects will be a collaborative effort and will involve contribution from the customer in order for timescales to be met. Oikos will keep you informed of what they need from you and when, but if the things Oikos need are not provided in time then the project may be delayed and Oikos will agree with the customer any resulting changes to the proposal and deadline.

6.5. For fixed-price projects an invoice will be submitted once the work detailed in the proposal is complete, or according to the agreed payment schedule.

6.6. For hourly-rate projects Oikos will use staged payments and submit invoices at durations agreed as part of the project proposal.

6.7. Payment is due by cash, cheque or electronic bank transfer 30 days from the date of the invoice. Oikos reserves the right to charge interest and claim compensation for debt recovery costs.

## **7. Technical support and operation**

This section applies to all Oikos customers.

7.1. Oikos may not always get everything right. If you find that something Oikos agreed to do does not work, or stops working, within a month of the project completion, Oikos will fix these for free.

7.2. Oikos endeavours to produce web sites and pages that display in most popular modern browsers, but Oikos cannot be responsible for pages not displaying in older or un-supported browsers. If display in older browsers is required this may involve additional chargeable work.

## **8. Portfolio Usage**

This section applies to all Oikos customers.

8.1. Oikos like to talk about the work that it has done in order to drum up new business. Oikos customers agree that Oikos can display and link to the completed work as part of the Oikos portfolio, and that Oikos can talk and write about the project on websites and in the media.

8.2. Oikos customers also agree that Oikos can, as part of the design and work, include a link back to the Oikos website - this will be discrete and usually in the footer of the customer's site.

## **9. Cancellation**

This section applies to all Oikos customers.

9.1. Customers may cancel a project with 7 days notice. Oikos will submit an invoice for work already completed.

## **10. Disclaimer**

This section applies to all Oikos customers.



10.1. Oikos will give customers advice and suggest software tools, third-party services, and processes for using them. Oikos is confident that it knows lots of useful things and its aim is to share them with customers in order to make their life and work easier.

10.2. However, the internet and technology change quickly and, while Oikos does its best to stay up to date, it does not guarantee that what it knows is the latest or best information. Oikos can not therefore accept liability for any costs incurred by a customer that are caused by Oikos providing the customer with information or advice that is viewed by anyone as being inaccurate, out of date, or not current best practice.