

## THE TERMS OF CONTRACT

### 1 Charges

Charges for services are provided by Website Support UK based on specifications given by a client on their requirements. Quotations are valid for a period of 30 days, Website Support UK reserves the right to alter or decline to provide a quotation after expiry of the 30 days. Unless agreed otherwise with the Client, all website design services require an advance payment of (50%) fifty percent of the project invoice total before the work is commenced. A second charge of twenty five (25%) percent is required after the development stage, with the remaining twenty five (25%) percent of the project invoice total due upon completion of the work, prior to the launch of the website or release of materials and/or access.

Payment for services to be made by bank transfer, details supplied on invoices provided.

Where applicable, all charges stated are subject to any travel expenses associated with the chosen meeting / contract and will be invoiced as an addition, directly to the client following completion of consultancy and must be paid on receipt of invoice.

### 2. Payments

All terms must be read in full and deposits paid before any project is scheduled. [Queries of any points stated, must be sent to Website Support UK in writing prior to any works commencing]

### 2. Payments Cont...

An invoice will be submitted to the client for any/all works which have been completed by Website Support UK and not yet paid for. All invoices must be paid immediately, unless an alternative written payment agreement has been authorised in advance.

Any invoice left unpaid up to 30 days from when the invoice was submitted, will thereafter be taken further, until the due amount is cleared in full.

The remaining invoices will be provided by Website Support UK upon completion of website design, and must be cleared in full before Website Support UK will publish and make the website live. Invoices are normally sent via email; however, the client may request a hard copy to be posted to them. Invoices are due upon receipt. Accounts that remain unpaid thirty one [ ] days after the date of the invoice will accrue an additional late payment charge in the amount of the higher at either one and one-half percent (1.5% per day) or £30 per month of the total amount due.

### 3 Additional charges

The client will be charged by Website Support UK for all additional expenses necessary for the completion of the work. Inclusive of the purchase of special fonts, stock photography, email set-ups, domain name registration and or specialised plugins etc. These will all be agreed by Website Support UK with the client prior to set-up or purchase.

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### 4 Access Requirements New or Rebrand

If the Client's website is to be installed on a third-party server or a rebranded, Website Support UK must be granted access to the Client's storage directories which must be accessible via FTP or Cpanel or other hosting provider's control panel. Depending on the specific nature of the project, other resources might also need to be configured on the server.

#### Renewals

5 Accounts unpaid on the date of the renewal will be considered in default. If the Client in default fails to renew any email subscription, hosting or domain name renewal these services will be terminated with immediate effect on any renewal date. If the Client in default maintains any information or files on Website Support UK Web space, Website Support UK will, at its discretion, remove all such material from its web space. Website Support UK is not responsible for any loss of data incurred due to the removal of the service.

Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Clients with accounts in default agree to pay Website Support UK reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Website Support UK in enforcing these Terms and Conditions.

### 6 Domain Names

Website Support UK may purchase domain names on behalf of the Client.

Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain name brought about by non or late payment is not the responsibility of Website Support UK. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

### 7 Termination

Termination of services by the Client must be requested in a written or e-mail notice and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until confirmed in writing or e-mail. The Client will be invoiced for work completed to the date of first notice of cancellation for payment in full within 7 days.

### 8 Reinstate

Additional charges will be incurred to reinstate any domain name, email, hosting and website files / data after the said renewal date and only if they are available by the domain name provider (external provider). Please note all emails prior to the lapsed renewal will be lost and these emails will not be available for recovery from the - mail provider. ‡ Website Support UK will not be held responsible for any lost of electronic data.

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### 9 Cancellations and /or changes

Any cancellation of order must be requested in writing, and prior to any work having begun by Website Support UK and/or drafts being received by the client. Any cancellation requested thereafter, will forfeit the clients original deposit in full.

If any works/documents or time has been spent on any part of a project and a cancellation of project is received, then the deposit paid will be fully forfeited, in order to compensate for time spent.

If a completion date is missed for any services, due to the delay in a client responding/agreeing/finalising or sending over any information that has been requested by Website Support UK, then Website Support UK reserves the right to accept no liability for time-scales that have been affected as a knock-on effect of the clients delay.

Website Support UK will permanently remove all details and/or files held on their servers of any company who cancel a contract mid-term and expect jobs to be stopped. Should a project be required to be resurrected at a later date, then all files and instructions will need to be resubmitted to Website Support UK and agreed in accordance to a new project.

### 10 Data held

Website Support UK holds no responsibility for any / all data lost through a server crash or system failure or hacking of any sort. Back-ups are kept, but should these also fail, Website Support UK will not be held responsible for un-foreseen circumstances.

### 10 Data held Cont...

Website Support UK will hold all personal, company data and website backups for a total of 6 months (180 days) from the renewal date and after the termination of an account, after which the said data will be deleted from all servers and/or systems. If a back-up copy is required of the website after termination of your account a written request will be required, and an additional charge of £150 (one hundred and fifty pound) will need to be paid to Website Support UK before any data is released.

### 11

#### Designs, Copyrights & Privacy

Website Support UK reserves the right to keep ownership of all designs/ ideas/ images and any articles connected with any said project until full payment has been received and cleared unless otherwise stated.

Any images/photographs/logos provided to Website Support UK for use on designed material, are assumed to be fully authorised for the client to be using and therefore not infringing any copyright/usage laws. In any event that this is not the case, Website Support UK accepts no liability under any circumstances for any such infringement caused and will hold the client/individual who supplied the items fully liable for any damages/ prosecution acts incurred. [If any client is unsure, they must seek legal advice, prior to supplying any items to Website Support UK]

All works considered private and/or confidential, must be supported with the appropriate NDA documentation by the client, of which an authorised member of Website Support UK will read and agree to accordingly,

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### 11 Designs, Copyrights & Privacy Cont...

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Website Support UK the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Website Support UK permission and rights for use of the same and agrees to indemnify and hold harmless Website Support UK from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for any form of design & brand consultancy projects and/or placement shall be regarded a guarantee by the Client to Website Support UK that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

### 12 Content

During the project, Website Support UK will require the Client to provide all website content including; text, images, video and sound files unless otherwise agreed by Website Support UK.

If you agree to provide us with the required information and subsequently fail to do so within 3 of project commencement Website Support UK reserves the right to close the project and balance remaining becomes payable immediately. Project go-ahead must only be given by the client once they are 'content-ready' to do so.

### 12 Content Cont...

NOTE: Text content should be delivered as a Microsoft Word, email (or similar) me should be clearly named th the agreed website .

### 12 Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format via e-mail and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg or .png format. Although every reasonable attempt shall be made by Website Support UK to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

### 13 Design Credit

A link to Website Support UK will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, a nominal fee of 3% of the total development charges will be applied. When total development charges are less than £5,000, a fixed fee of £50 will be applied. The Client also agrees that the website developed for the Client may be presented in Website Support UK's portfolio.

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### 14 Correspondence

All correspondence with regards to instructions, approvals, amendments and/or cancellations for any said project, must be translated clearly in writing only, and sent to Website Support UK either by post or via email clearly stating senders details.

Samples of work produced by Website Support UK will be allowed to be showcased [including in the form of photographs and any samples produced] unless a client has provided a NDA with appropriate details preventing this.

### 15 Time-scales

Website Support UK reserves the right to adjust time-scales of projects in the unlikely event that circumstances change which are deemed out of their control.

If any/or part deadlines of projects are moved/changed from timings agreed at the start of any project, and these movements affect the projected job schedule, then Website Support UK reserves the right to inform the client of anything that is deemed unrealistic to complete by the altered deadline and can therefore refuse to complete the project within such time-frames, if works cannot to be completed on time.

Website Support UK will endeavour to install and publicly post or supply the Client's website by the week specified in the project proposal, or on a week agreed with Client following Website Support UK receiving initial payment, unless a delay is specifically requested by the Client and agreed

### 15 Time-scales Cont...

with Website Support UK in writing.

In return, the Client agrees to delegate a single individual as a primary contact to aid Website Support UK with progressing the commission in a satisfactory and expedient manner.

### 16 Company/Organisation members

It is the responsibility of the client(s) to ensure that all staff members/colleagues of the client who has made an agreement of these terms, are made explicitly aware of the agreement terms, in order to ensure that no other company and/or organisation member breaches the agreement on the signatories behalf.

Should there be evidence found of any breach of the Terms within this document, Website Support UK reserves the right to take the necessary action against the party who has forfeited these terms

### 17 GDPR

Website Support UK will never sell or share any personal data to external marketing companies, unless the company is connected to the production of agreed projects. If an external company is working alongside Website Support UK to complete any said project and they are found in breach of this, then the external company is held soley responsible for the breach and cannot be seen to be associated with Website Support UK in any way.

All Usernames and passwords are stored confidentially and not shared

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### 17 GDPR Cont...

with any other individual other than the staff member who is in charge of the client.

### 18 Client review

Website Support UK will provide the Client with an opportunity to review the appearance and content of a website during the design phase and once the overall website development is completed. On completion of the said project, such materials will be deemed to be accepted and approved unless the Client notifies changes in writing to Website Support UK within fourteen (14) calendar days of the date the material is made available to the Client.

### 19 Post-Placement Alterations

Website Support UK cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

### 20 General

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

### 21 Liability

Website Support UK hereby excludes itself, its Employees and or Agents from all and/or any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos supplied for the site
- Loss or damage to clients' website from virus, hacked software, server / e-mail faults, domain issues.

Immaterial whether the loss or damage results from negligence or otherwise. The entire liability of Website Support UK to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

### 22 Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable

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### 22 Severability Cont...

provision, which comes closest to the intention of the parties underlying the invalid.

### 23 Indemnity

All Website Support UK services may be used for lawful purposes only. You agree to indemnify and hold Website Support UK harmless from any claims resulting from your use of our service that damages you or any other party.

### 24 Governing Law

This Agreement shall be governed by English Law.

# Website Support UK | TERMS OF BUSINESS

## THE TERMS OF CONTRACT

I the undersigned agree to all of the terms set-out by Website Support UK in this document.

Full Name (CAPITALS):

Company:

Signed:

Date:

Agreed by Website Support UK staff member:

Full Name (CAPITALS):

of Website Support UK

Signed:

Date:

