

## **TERMS AND CONDITIONS**

Agreement between 365websitedesign.co.uk and business or individual  
The business/individual is subject to the following terms and conditions.

In these conditions, unless the context requires otherwise:

\* "Buyer" means the company, firm, body or person purchasing the Services from 365websitedesign.co.uk.

\* "Contract" means a contract, subject to these conditions, for the provision of the Services between 365websitedesign.co.uk and the Buyer.

\* "Order" means a purchase order in respect of the Services completed or agreed by the Buyer and submitted to 365websitedesign.co.uk, together with all documents referred to in it.

\* "Quotation" is an agreed piece of work (incorporating these conditions) provided by 365websitedesign.co.uk to the Buyer in respect of the Services. No contract will come into existence until 365websitedesign.co.uk written acceptance or order form has been completed and signed on behalf of the Buyer and the order acknowledgement has been signed on behalf of 365websitedesign.co.uk.

\* "Services" means the subject matter of each Contract between the Buyer and 365websitedesign.co.uk, being the work and/or services or any of them to be performed by 365websitedesign.co.uk for the Buyer pursuant to the Order.

\* "Standard Form" means 365websitedesign.co.uk standard form of Order.

### **General**

1. A Quotation shall not be binding on 365websitedesign.co.uk and a Contract will only come into being upon acceptance by 365websitedesign.co.uk of the Order by signing or counter signing the date of the order and returning it to a customer.

2. The Contract will be subject to these conditions. All terms and conditions appearing or referred to in the Order or otherwise stipulated by the Buyer shall have no effect, unless such Order is in the Standard Form. Any variation to the Contract must be confirmed in writing by 365websitedesign.co.uk.

3. Quotations submitted by 365websitedesign.co.uk shall remain open for acceptance by the Buyer for a period of 14 (fourteen) days from the date of the Quotation (unless in the Quotation some other period is specified) or when 365websitedesign.co.uk withdraws the Quotation.

4. These conditions shall, to the extent applicable, apply to goods and products in the same way as they apply to Services.

5. The minimum length of any ongoing website services purchased will be 12 months.

### **Prices**

1. Where the Services are sold by reference to 365websitedesign.co.uk's published price list or tariff structure, the price payable for the Services shall be the ruling price as published in the price list or tariff structure current at the date of purchase.

2. In other cases, the price for the Services shall, subject to clause 1.3 above, be that stated on the relevant Quotation.

3. 365websitedesign.co.uk shall (if applicable) add to the price of the Services, and the Buyer shall pay, an amount equal to any VAT or other sales tax or duty applicable from time to time to sales or supply of such Services.

4. Any price changes will take effect from the 1st day of the month and the customer will be notified in writing 7 (seven) days before any price change takes effect.

### **Terms of Payment**

1. Subject to clause 3.2 the Buyer shall, at the time of submission of an Order to 365websitedesign.co.uk, pay to 365websitedesign.co.uk a non-refundable deposit for the Services specified on the Order of 25% of the value shown on the Order ("Deposit").

2. The Buyer shall not be required to pay a Deposit in respect of Optimisation or Web Hosting services.

3. 365websitedesign.co.uk shall invoice the Buyer for all Services (less any Deposit) immediately on completion of the web Site.

4. Unless otherwise agreed in writing by 365websitedesign.co.uk and without prejudice to clauses 3.1

and 4, invoices shall be payable by the Buyer immediately upon completion of the relevant Web Site to which the invoice relates.

5. The Buyer shall make all payments due to 365websitedesign.co.uk by cheque (supported by an appropriate cheque guarantee card) or by bankers draft or in cash made payable to David Brind (and in each case in pounds sterling).

6. If the Buyer fails to pay any amount due to 365websitedesign.co.uk under this Agreement on the relevant due date, default interest at the rate specified by the Late Payment of Commercial Debts (Interest) Act 1998 shall be added to such amount for the period from the day after the due date until the date of receipt (whether before or after judgment) together with any reasonable and proper amounts incurred by 365websitedesign.co.uk in seeking to recover such late payment from the Buyer (including, without limitation, legal fees).

## **Website Design**

1. The client unconditionally guarantees that any element of text, graphics or other artwork furnished to 365websitedesign.co.uk for inclusion in the web design project are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend 365websitedesign.co.uk and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

2. All creation files remain the intellectual property of 365websitedesign.co.uk on completion of a web design project.

3. 365websitedesign.co.uk shall be free to reproduce, use, disclose, display, exhibit, transmit, perform, create derivatives works, and distribute any item from the clients web pages unless specifically agreed to do otherwise. Further, 365websitedesign.co.uk shall be free to use any ideas, concepts, know how or techniques acquired in the construction of web sites for any purpose whatsoever including but not limited to developing, manufacturing and marketing products and any other items incorporating such information unless specifically agreed otherwise.

## **Website Optimisation (SEO)**

1. Whilst 365websitedesign.co.uk will try to improve the position of your website in Search Engine results in response to a search request, we do not warrant that this effort is in any way guaranteed.

2. 365websitedesign.co.uk cannot be held responsible for any changes to the position of your Web Site in the Search Engine results in response to a search.

## **Website Services**

1. 365websitedesign.co.uk are registered Reseller Partners for domain name registration, website hosting and mailboxes through either Heart internet. The registration of a domain name, hosting of a website or registering of mailboxes on behalf of the client is subject to the terms and conditions of these businesses on their individual websites.

2. 365websitedesign.co.uk will accept no liability for any financial loss resulting from a domain not being renewed.

3. 365websitedesign.co.uk shall have no liability arising from any financial loss arising from any registered mailbox not being available.

4. A charge of one hundred pounds (£100) will be charged for any domain transfer. A domain will only be transferred if this has been paid as well as any other outstanding balance owed to 365websitedesign.co.uk.

## **Ecommerce Website Services**

1. 365websitedesign.co.uk supply E Commerce Services via third party software and the client is subject to the terms and conditions of this business on the third parties individual websites.

2. 365websitedesign.co.uk will accept no liability for any financial loss resulting from the use of any E Commerce website.

## **Deposit**

1. 365websitedesign.co.uk do not store credit card details of any credit cards processed.

2. 365websitedesign.co.uk charge a 25% deposit before any work is started. This is a non refundable

charge.

## **Warranty and Limit of Responsibility**

1. 365websitedesign.co.uk acknowledges and agrees that it shall perform the Services:
  1. with reasonable skill and care; and
  2. in accordance with good industry practice.
2. The Buyer acknowledges and agrees that 365websitedesign.co.uk shall have no liability to the Buyer in respect of the positioning of the Buyer's Web Site.
3. The Buyer's remedies in respect of any claim under the foregoing express warranty or any condition or warranty implied by law or any other claim in respect of the Services or Web Site or any workmanship in relation to them (whether or not involving negligence on the part of 365websitedesign.co.uk) shall, in all cases, be limited to re-performance of the Services or refund of the relevant purchase price.
4. 365websitedesign.co.uk shall not in any circumstances be liable to the Buyer for any indirect or consequential losses or any loss of profits purported to have been suffered by the Buyer.
5. 365websitedesign.co.uk shall not be liable for any failure in the performance of any of its obligations under the agreement caused by factors outside its control.

## **Delivery & Completion Dates**

1. 365websitedesign.co.uk undertakes to use its reasonable endeavours to provide completed Services to the Buyer within 21 days of the date on which 365websitedesign.co.uk receives a signed Order from the Buyer.
2. The dates for carrying out the Services and delivery of any resultant Web Site are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery or performance.
3. 365websitedesign.co.uk will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform save where the same is as a result of the negligence of 365websitedesign.co.uk.
4. No delay (unless material) shall entitle the Buyer to reject any delivery or performance or any other Order from the Buyer or to repudiate the Contract or the Order.

## **Responsibility for approving the website**

1. The Buyer acknowledges and agrees that 365websitedesign.co.uk shall produce the Web Site based on information provided to it by the Buyer.
2. Notwithstanding clause 8.1, it shall be the responsibility of the Buyer (and not 365websitedesign.co.uk) to review and approve the content of the Web Site (including, without limitation, the spelling of names and addresses and the accuracy of telephone numbers) at the time of the completion of such Web Site by 365websitedesign.co.uk to the Buyer for approval by the Buyer.
3. 365websitedesign.co.uk shall have no liability to the Buyer for any inaccuracies in the Web Site if and to the extent that the Buyer has failed to review and/or approve (or require amendment (as the case may be)) provided to the Buyer by 365websitedesign.co.uk pursuant to this Agreement.

## **Termination**

1. 365websitedesign.co.uk may terminate the Contract immediately in the event that the Buyer is in breach of its obligations under the Contract and/or the Buyer suffers any event of insolvency or is or becomes unable to pay its debts as they fall due.
2. 365websitedesign.co.uk may at its discretion suspend or terminate the supply of any goods and services if the buyer fails to make any payment when due or otherwise defaults in any of its obligations under the contract or any other agreement with 365websitedesign.co.uk or becomes insolvent, has an administrative receiver appointed of its business or is compulsorily or voluntarily wound up or 365websitedesign.co.uk bona fide believes that any of those events may occur and in any case of termination may forfeit any monies paid.
3. 365websitedesign.co.uk may by written notice terminate the Agreement immediately and without liability for compensation or damages except as mentioned in this agreement if the Buyer fails to make payment as specified above.
4. Any contract cancelled during the first twelve (12) months will incur a penalty charge of £50.

### **Third Party Claims**

The Buyer shall indemnify 365websitedesign.co.uk and keep 365websitedesign.co.uk indemnified from and against any and all actions, costs (including, without limitation, the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement by a third party of any patent, registered design, unregistered design, design right, copyright, trade mark or other industrial or intellectual property rights resulting from compliance by 365websitedesign.co.uk with the Buyer's instructions, whether express or implied.

#### **Assignment & Sub-Contracting**

1. None of the rights or obligations of the Buyer under the Contract may be assigned or transferred in whole or in part without the prior written consent of 365websitedesign.co.uk.

2. The Web Site shall be for the sole use of the Buyer and shall not be capable of assignment to a third party by the Buyer.

3. 365websitedesign.co.uk shall be entitled to sub-contract any work relating to the Contract without obtaining the consent of, or giving notice to, the Buyer.

### **Notices**

1. Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by prepaid first class letter post or facsimile transmission.

2. Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by facsimile transmission, at the time of transmission.

### **Invalidity**

The invalidity, illegality or un-enforceability of any provision of these conditions should not affect the other conditions.

### **Third Party Rights**

A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

#### **Law & Jurisdiction**

The Contract shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.