Website Management

SERVICE CONTRACT

Domain Names

Website-management.uk is an example of a domain name. It is the easy-to-remember name which guides visitors to your website. Typically, a domain name points to your website, but they can be used to direct visitors to other locations on the internet.

Prices vary according to the Top Level Domain (TLD), which are the letters after the final dot, uk in this instance.

Certain domain names are included in Management plans.

Website Design

Our general websites are built from scratch to suit your requirements. We do not use WordPress or any other pre-built template systems. Being responsive, the website layout (and/or content) will automatically adjust depending on the device viewing it, such as desktop computer, tablet, or smartphone.

Websites can include one of our Content Management Systems (CMS) which allow you to make changes to the website at your leisure. CMS is available in Standard and Pro, depending on the level editing required.

Once a website goes live, any further changes that we need to make, will chargeable.

Websites are individually priced, but as a guide:

Static (basic) websites from £400;

CMS Standard websites (editing text, photos, videos) from £600;

CMS Pro websites (many additional features) from £1,000.

Website design, redesign (after 5 years) and monthly edits are included in Management plans.

Website Management Plans

Website Management is what we're all about. For a fixed monthly fee (no large upfront website design cost), we:

Register and renew your domain name;

Design the website for you, making monthly changes if required, and give you the option of a complete redesign after 5 years;

Host the website for you (see Hosting Pro);

We offer three Management plans:

CMS Standard – For CMS Standard sites with 1 hour of edits;

CMS Pro – For CMS Pro sites with 2 hours of edits per month;

VIP – A premium priority service for constantly evolving sites.

Management plans run for a minimum of 24 months (2 years).

Work commences from your first payment, and we aim to have your website up and running between 2-4 weeks (depending on complexity), although we can usually have a holding page in place on day one.

Website Hosting

In order to be accessed, your website files need a physical place to live on the internet. While it is possibile to setup your own private server, it is common place to 'rent' space on an existing server.

Allowing a server at a data centre to host your files means that your website will be on a high-speed infrastructure; there are back up technologies already in place to counter emergencies, such as power outage, overheating and parts failure; plus onsite security. Our data centre is based in England for Data Protection compliance.

We offer three levels of hosting:

Hosting Lite – the bare essentials to run your website;

Hosting Standard – A generous package of features which includes any required website maintenance;

Hosting Pro – A Simple SSL certificate and 10 GB mailbox in addition to Standard.

Hosting Pro is included in Management plans.

SiteDesigner

SiteDesigner is a third party website design package which can be used to create your own website, using its template system. It comes complete with its own hosting package but does not include support from us.

We provide this service in two levels:

SiteDesigner Plus – Allows you to create 5 pages from a choice of 15 templates. It provides 2 GB of webspace to store the files, and provides unlimited bandwidth (traffic to your website);

SiteDesigner Ultimate – Allows you to create 9,999 pages using unlimited templates. It provides both unlimited webspace and bandwidth. In addition, it has Dropbox and Yelp widgets, PayPal 'Buy Now' buttons for selling products/services, html embed, food menus, and blogs.

E-commerce Website

Although we can add simple selling facilities on your general website, E-commerce websites are dedicated store sites with the prime function of selling. These are template systems (usually PrestaShop) which we setup for you, adding an initial inventory of products, testing purchases, and showing you how to manage the back end of the site.

We offer two plans:

E-commerce Standard – we add the initial 100 products, and 10 per month thereafter;

E-commerce Pro – we add the initial 200 products, and 20 per month thereafter.

Both E-commerce plans include Hosting Pro but do not include a domain name. A domain name will be required.

PrestaShop (and other e-commerce packages) are available as installable apps on Hosting Standard and Pro, however you will have to setup the the store, database and products yourself, without one of the E-commerce plans.

The minimum plan duration is 24 months (2 years).

PRODUCT COMPARISON

	Hosting Lite	Hosting Standard	Hosting Pro	CMS Standard	CMS Pro	VIP	E-commerce Standard	E-commerce Pro	Static Website	SiteDesigner Plus	SiteDesigner Ultimate
Domain Name Included				✓	✓	✓	✓	✓			
Hosted by Website Management	✓	✓	✓	✓	✓	✓	✓	✓			
Website Design				✓	✓	✓	✓*	✓*	✓	DIY	DIY
Monthly Website Updates				1 hour	2 hours	✓	10 items	20 items			
Content Management System				✓	✓	✓	✓	✓			
New website after 5 years (if required)				✓	✓	✓					
Webspace	10 GB	∞	∞	∞	∞	∞	∞	∞			
Monthly Bandwidth	100 GB	∞	∞	∞	∞	∞	∞	∞			
Subdomains	0	100	∞	∞	∞	∞	∞	∞			
Additional FTP Accounts	0	100	∞	∞	∞	∞	∞	∞			
MariaDB Databases	0	10	∞	∞	∞	∞	∞	∞			
Email Forwarding	1	∞	∞	∞	∞	∞	∞	∞			
Email Autoresponders	1	∞	∞	∞	∞	∞	∞	∞			
Email Distribution Lists	1	∞	∞	∞	∞	∞	∞	∞			
1 GB Mailboxes	1	∞	∞	∞	∞	∞	∞	∞			
10 GB Mailbox				✓	✓	✓	✓	✓			
SSL Certificate (Simple SSL)				✓	✓	✓	✓	✓			
Templates, fonts and images		✓	✓	✓	✓	✓	✓	✓			
Over 30 Web App installers		✓	✓	✓	✓	✓	✓	✓			
E-commerce App Installers: osCommerce Shopping Cart, Zen Cart, OpenCart, PrestaShop		✓	✓	✓	✓	✓	✓	✓			
File Manager, Display Account Summary, Display Web Server Information, Switch PHP Version	✓	✓	✓	✓	✓	✓	✓	✓			
Catch-all Email Forwarding, Email Filter Logs, Junk Mail Filters, Email Summary, Webmail	✓	✓	✓	✓	✓	✓	✓	✓			
Scheduled Tasks, Website Password Protection and IP Address Blocking, Change Your Password	✓	✓	✓	✓	✓	✓	✓	✓			
Website Redirect, Web Space Checker, HTML Tools, Network Tools, CGI Script Tools	✓	✓	✓	✓	✓	✓	✓	✓			
Google Site Map, AWStats and Webalizer Graphical Statistics, Open Web Analytics, Log File Download, Bandwidth Graphs	✓	✓	✓	✓	✓	✓	✓	✓			
Secure Server Access	✓	✓	✓	✓	✓	✓	✓	✓			
SSH Server Access	✓	✓	✓	✓	✓	✓	✓	✓			
Minimum Contract Period (months)	12	12	12	24	24	24	24	24		12	12
Monthly Fee	£5	£10	£15	£25	£50	£75	£100	£200		£10	£15
Please select your required service											

* These are template systems, not built from scratch, which have limited flexibility

∞ Unlimited, subject to our Fair Use Policy (eg you're not trying to become the next YouTube, Google or Facebook!).

Your prefered **Domain Name** so we can check availability:

HOW TO SIGN UP:

Please complete the **Client Details** section on the next page, read the **Contract Terms & Conditions** that follow, and if you are happy to proceed, create a bank Standing Order for the monthly amount to: Website Management, account number 23571833, sort code 236972 (banking with Tide / Prepay Technologies Ltd).

Card (Stripe) and direct debit (GoCardless) payments are also available. Please contact us for more details: admin@website-management.uk

WEBSITE DESIGN BRIEF & REGISTRATION

BACKGROUND

Tell us about your organisation and the products/services you provide.

OBJECTIVES

Tell us the key products/services that the website will focus on. If you were to check-out the competition, what keywords would you search for?

CURRENT WEBSITE

If you currently have a website, tell us more about it. Are you able to edit it yourself? How long have you had it for? How do visitors interact with the site?

REASON FOR PLANNING A NEW WEBSITE

Why have you decided that this is the time for a new website? If you had a website before, what were the highlights and shortcomings of that site?

OTHER SYSTEMS IN USE

Does your existing website connect to any third party services other than social media, such as email marketing (eg Mailchimp), accounting (eg Xero), database (eg RaisersEdge), etc. Do you expect these or any others to interface with the new website?

TIMESCALE

Is there any deadline for the new website, such as tying-up with a product launch, office relocation, end of domain/hosting agreement with another provider, etc?

CONTENT

What type of content will you be adding to the website and how often do you plan on doing this? Would you like to be able to edit the website yourself, or would you like us to make the changes for you?

TRANSACTIONAL FUNCTIONALITY

How will the visitors of the website be able to interact with it? Include as many features as possible, such as contact forms, uploading/downloading content, data collection, reviews, posting and commenting, etc.

THE COMPETITION

Are there any other websites that you like the look of, or that you feel operate in the way your new website should? Tell us who they are and why you like them.

CLIENT DETAILS

Please supply the following so that we may create an account for you:

Title

First Name

Last Name

Company Name

Company Number

Organisation Type (tick one):
- ☐ Company
- ☐ UK Limited Liability Partnership
- ☐ UK Limited Company
- ☐ UK Public Limited Company
- ☐ UK Sole Trader
- ☐ Non-profit Organisation
- ☐ Individual

Address 1

Address 2

Address 3

Town

County

Country

Telephone

Mobile

Email

WEBSITE MANAGEMENT CONTRACT TERMS & CONDITIONS

DEFINITIONS

The following Terms and Conditions document is a legal agreement between Michael Hopkins trading as Website Management, hereafter the "Developer", and the "Client" named in the previous page, for the purposes of website-related services, including but not limited to website design, management and hosting, domain registration and renewal of such services. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

ACCEPTANCE OF WORK

All communications between the Developer and Client shall be by telephone, email or postal mail, except where agreed at the Developer's discretion.

The Client agrees to provide any needed information and content required by the Developer in good time to enable the Developer to complete a design or website work as part of an agreed project.

The Developer is not responsible for proofreading the content or checking for incorrect information. This is the sole responsibility of the Client.

Content CANNOT be taken from other websites. The Developer will not check if content provided is taken from other sources.

Any third party software which the Developer agrees to provide shall be supplied in accordance with the relevant licensor's standard terms.

The Developer at all times applies reasonable skill and care in the provision of services.

The Developer reserves the right to assign subcontractors in whole or as part of a project if needed.

Once the project is completed, the Developer will upload the website to the Client's live web address as part of a project.

The Developer will keep a copy of the site and design source files when a website project is being worked on. However, the Client agrees that it is their responsibility to have regular backups made by themselves or a third party hosting services in case of a software or hardware failure at the third party hosting servers.

If an error or issue with the design or code arises during the development phase of the project, which does not allow the design or code to match the original specification, then the Client agrees that the Developer can apply a nearest available alternative solution. Once a site is live (or the site is ready to go live and merely requires the customer to add content) then the project is deemed to be complete. The client has 2 months in which to provide evidence of errors caused by the Developer. These will be reviewed and if errors are genuinely caused by the Developer, they will be put right. If errors are caused by the Client (i.e. during the use of the Content Management System) then steps taken to remedy errors will be chargeable.

After site completion, a Client or a third party of their choosing may wish to edit their website code themselves to make updates. Notification MUST be given to the Developer. However, the Client agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the code themselves. If the Client or a third party of their choosing edits the website code and this results in functionality errors or the page displaying incorrectly, then the Developer reserves the right to quote for work to repair the website.

CONTRACT PACKAGES

The Client accepts that the following service packages have minimum length durations and that initial payment is acceptance of the commitment:

Hosting Lite, **Standard** and **Pro** are on-going monthly hosting services which run for a minimum period of 12 months (1 year).

CMS Standard, **CMS Pro**, and **VIP** are on-going monthly website management plans, with a minimum period of 24 months (2 years). Management plans include website design, domain name registration and renewal, hosting, SSL certificate and renewal, and monthly edits to the website. A new website can be designed after a period of 60 months (5 years).

E-commerce Standard and **Pro** are dedicated e-commerce packages (usually built on PrestaShop). They are charged monthly for a minimum period of 24 months (2 years).

SiteDesigner Plus and **Ultimate** are third party software packages that can used by the Client to create their own website, which includes its own hosting package. SiteDesigner has a minimum duration of 12 months (1 year). The Developer provides the software 'as is' and does not offer support for this product.

When signing-up to a contract, the Client will be invoiced for the minimum length of the contract, but will pay the fixed monthly fee.

The Developer reserves the right to terminate a contract early if a third party product or service is withdrawn.

DOMAIN NAMES AND HOSTING

The Developer can, at its own discretion, but is not obliged to, offer domain name registration and hosting via a third-party service.

The Client agrees that registration of a domain name does not provide an endorsement of the right to use the name. The Client is responsible for ensuring they have due title to the domain name. The Developer holds no liability and the Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's registration of a domain name.

The domain name is registered in the Client's own name, usually with the address and contact details of the Developer, for the Client's privacy and protection from domain name scams. The Client should be aware that a domain name is registered with a third party and as such the Client shall agree to fully abide by the terms and conditions set out by the third party for such services.

The Client agrees to take all legal responsibility for use of third-party domain name and hosting services and supply truthful details to the third party services, and hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material and use of the domain name, hosting and email services.

The Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account that the Developer requires to upload the website, if required as part of a project.

The Developer reserves the right without notice to cancel, reject or refuse work with domain names or hosting services without reason for such rejection or refusal.

SUPPLYING INITIAL CONTENT

Text content must be delivered in an editable, digital format, such as a Microsoft Word, Apple Pages, email (or similar), so that we may copy and paste the information. The pages in the supplied format should match the relevant pages on your website. These pages must have the same titles as the agreed website pages. Contact us if you need clarification on this.

Any images or photographs that you supply should be in digital format, usually no smaller than 1024x768 pixels, with a suitable resolution that will allow them to be resized and used on screen. Traditional paper photographs requiring scanning are acceptable, however, there may be additional costs incurred due to time spent scanning and retouching the images. This depends entirely on the project and the number of images involved.

Any images that the company are asked to obtain from third party photographers or stock photography will be charged as an additional cost.

The Developer reserves the right to refuse to handle:

· Any media that is unlawful or inappropriate.

· Any media that contains a virus or hostile program.

· Any media that constitutes harassment, racism, violence, obscenity, harmful intent or spamming.

· Any media that constitutes a criminal offence, or infringes privacy or copyright.

ACCESSIBILITY AND WEB STANDARDS

The Client agrees that an HTML page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of HTML code by internet browser software. The Developer agrees to try to match the design as closely as is possible when building the code. During a website project, it is important that the Client communicates information to the Developer to achieve the required result.

The Developer shall make every effort to ensure sites are designed to be viewed by the majority of visitors. Sites are designed to work with the standard development platform, which includes recent versions of the main browsers. The Client agrees that, following the handover of files, any updated software versions of the browsers detailed in the standard development platform, including the browsers, domain name setup changes or hosting setup changes thereafter may affect the functionality and display of their website. As such, the Developer reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software, domain name or hosting changes.

The Developer shall make every effort to ensure email services work with recent versions of email software, providing the industry-standard levels of security. The Client accepts that they should not be running old or redundant email software (or operating systems) that do not meet currently accepted industry-standard levels of security.

The Client agrees that more advanced applications on a website page may require a newer browser version or plug-in.

The Developer endeavours to create pages that are accessible to search engines. However, the Developer gives no guarantee that the site will become listed with search engines.

If the Client's website is to be installed on a third party server, the Developer must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP.

Depending on the specific nature of the project, other resources might also need to be configured on the server.

ADDITIONAL CONTENT

Additional work requested by the Client that is not specified in the agreed quotation is subject to an additional quotation by the Developer on receipt of the specification. If the work is needed as part of an existing project, then this may affect the time scale and overall delivery time of the project.

For Static websites, once content has been added by the Developer, and the website 'goes live' then no further alterations will be made by the Developer. All additional changes will be chargeable.

For CMS packages, the Client has the sole responsibility for adding site content. The Developer provides the working website and a Content Management System which is designed for the client to make full use of and add material themselves.

PERMISSIONS AND INTELLECTUAL PROPERTY (IP)

Background IP means any IP Rights, other than Foreground IP, that is used in connection with these Terms.

Foreground IP means any IP Rights that arise or are obtained or developed by, or by a contractor on behalf of, either party in respect of the services and deliverables under or in connection with these Terms.

IP Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

All Background IP, including but not limited to any IP Rights in data, files and graphic logos provided to the Developer by the Client, is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom its right to use the Background IP has derived).

The Client hereby grants to the Developer a non-exclusive licence to publish and use such material, which may be sub-licensed to any contractor acting on behalf of the Developer. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party, such as any elements of text, graphics, photos, designs, trademarks, or other artwork. The Client is further responsible for granting the Developer permission and rights for use of the same. A contract for website design and/or placement shall be regarded as a guarantee by the Client to the Developer that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested. The Client shall indemnify and hold harmless the Developer against all damages, losses and expenses (including solicitors fees and court costs) arising as a result of any and all actions or claims that any materials provided to the Developer, by or on behalf of the Client, infringe the IP Rights of a third party.

All Foreground IP shall vest in and be owned absolutely by the party creating or developing it. The Developer hereby grants the Client a non-exclusive licence of such Foreground IP for the purpose of operating the website.

COPYRIGHT AND OWNERSHIP

Once the Static website goes live (or after the initial 24 month period in the case of management contracts), copyright is automatically assigned as follows:

The Client will own, or have express permission to use, the text files, images, graphics and any visual elements, video or sound bytes, that you may have sent to us to use in connection with the project.

The Developer will maintain copies of all the files used in connection with your project and if you require a disc copy of all the files used in connection with your project, then the Developer will be happy to supply this to you. Copies of the website files are maintained by the Developer for a reasonable time (usually at least one year), and if you are hosting with us, then files are maintained both locally and on external servers.

The copyright to the markup, CSS files, other code that may have been used by the Developer for the Client, or certain images that the Developer may have supplied to or for the Client, are licensed to the Client in connection with this web design project, and will be licensed solely to the domain name on which the website files reside. If the Client owns the domain name, then the Client owns the copyright.

The Client agrees that the Developer may include development credits and links within any code the Developer designs, builds or amends. If the Developer designs a website for a Client, then the Client agrees that the Developer may include a development credit and link displayed on the Client's website. If the Developer builds or amends a website for a Client, then the Client agrees that the Developer may include a development credit and link displayed on the Client's web page, which may be within the code but not displayed on a web browser if requested by the Client.

The Client agrees to abide by the terms of any third party software or media included within any work done for the Client. Examples of this include, but are not limited to, Google-maps, Media under the Creative Commons license, RSS feeds, Open Source GPL Software etc.

CONFIDENTIALITY AND NON-DISCLOSURE

Each party (the Receiving Party) shall use its reasonable endeavours to keep confidential all information and documentation disclosed by the other party (the Disclosing Party), before or after the date of these Terms, to the Receiving Party or of which the Receiving Party becomes aware which in each case relates to any software, operations, products, processes, dealings, trade secrets or the business of the Disclosing Party (including without limitation all associated software, specifications, designs and graphics) or which is identified by the Disclosing Party as confidential (the Confidential Information) and will not use any Confidential Information for any purpose other than the performance of its obligations under these Terms. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party. This clause shall survive the termination of these Terms for whatever cause.

During the term of these Terms the Receiving Party may disclose the Confidential Information to its employees and sub-contractors (any such person being referred to as the Recipient) to the extent that it is reasonably necessary for the purposes of these Terms. The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under these Terms as if the Recipient was a party to these Terms.

The obligations in this clause shall not apply to any Confidential Information which is:

· at the date of these Terms already in, or at any time after the date of these Terms comes into, the public domain other than

through breach of these Terms by the Receiving Party or any Recipient;

· furnished to the Receiving Party or any Recipient without restriction by a third party having a bona fide right to do so; or

· required to be disclosed by the Receiving Party by law or regulatory requirements, provided that the Receiving Party shall give the Disclosing Party as much notice as reasonably practicable of the requirement for such disclosure.

All tangible forms of Confidential Information, including, without limitation, all summaries, copies, excerpts of any Confidential Information whether prepared by the Disclosing Party or not, shall be the sole property of the Disclosing Party, and shall be immediately delivered by the Receiving Party to the Disclosing Party upon the Disclosing Party's request or the termination of these Terms (whichever is earlier). The Receiving Party shall not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.

PAYMENT

All charges are exclusive of VAT. Any work is subject to a minimum charge of £20 per hour.

The Client agrees to reimburse the Developer for any necessary expenses, including but not limited to fees, commissions, licences, premium domain names, special fonts, stock photography, related to that work.

For monthly contracts, the first payment is due immediately upon sign up. Subsequent monthly payments are on the same day of the following months.

For static websites, an initial payment of £200 is required to begin the project. The balance is payable before the website goes live.

The Developer reserves the right to remove its work from the internet if Client payments are not received.

The Developer reserves the right to decline further work on a project if there are invoices outstanding with the Client.

A £30 admin fee is payable for switching the Client to another hosting provider.

If the website is to be hosted elsewhere, then you will still pay the same monthly management fee as agreed.

Management contracts remain in force and need not be renewed.

Should the Client go into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, the Developer reserves the right to cancel forthwith any projects and invoice the Client for the remainder of the contract.

LIABILITY AND WARRANTY DISCLAIMER

The Developer provides websites and the contents thereof on an 'as is' basis and makes no warranties with regard to the site and its contents, or fitness of services offered for a particular purpose. The Developer cannot guarantee the functionality or operations of their website or that it will be uninterrupted or error-free, nor does it warrant that the contents are current, accurate or complete.

The Client agrees that the Developer is not liable for any bugs, performance issues, virus, trojan, or malware attacks or failure of their WordPress (WooCommerce or PrestaShop) software as WordPress (WooCommerce or PrestaShop) is open-source software distributed under the GPL (General Public License) and is maintained and developed by a community of thousands of users and developers. Any bugs, performance issues or failure with

the software will be directed to the WordPress (WooCommerce or PrestaShop) Development community. It will be necessary to regularly update WordPress, WooCommerce, PrestaShop, and any plugins (and any other software used in the website). Unless a management contract is opted for by the client then updates are NOT the responsibility of the Developer. Therefore the Developer cannot be held responsible for any faults, bugs, viruses, trojans, malware etc, or problems occurring on the site or with the hosting.

If the Client chooses not to host the website on the Developers hosting solution then the Developer reserves the right to not upload the website or set-it-up on the Client's hosting solution, this will be the sole responsibility of the Client. The Client will be solely responsible for ensuring the website is functional and secure on their hosting solution. The Developer will in no way be held responsible for the website or any resulting issues. Should the Client allow access to their hosting for the purpose of uploading the website, fixing bugs on the website, or any other request of the Developer made by the Client in writing (email) then the Developer will in no way be held responsible for any faults or issues occurring on the website or the Clients hosting. Responsibility for any problems on their hosting solution will lie solely with the Client and not the Developer.

If you are hosting the website elsewhere, the Developer cannot guarantee that the website is fully compatible with all hosting provider's server operating systems, especially any contact forms, Content Management Systems, database-driven websites, etc.

The Developer is in no way responsible for the data on the Client's website. It is the Client's responsibility to backup all data.

Should the Developer be replacing an existing website created by anyone else other than the Developer (either on the Clients or Developers hosting) then the Client is responsible to make suitable backups before the new website can be uploaded. Once the new website is live, the Developer can in no way be held responsible for the previous website.

The Developer endeavours to provide a website within given delivery timescales to the best of its ability. However, the Client agrees that the Developer is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery timescale.

The Client agrees that the Developer is not liable for any failure to carry out services for reasons beyond its control, including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on a major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

The Developer is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

On handover of files from Developer to Client, the Client shall assume entire responsibility in ensuring that all files are functioning correctly before use.

The Developer shall have no liability to the Client or any third parties for any damages, including but not limited to claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages or website, even if the Developer has been advised of the possibility of such damages.

There are sometimes laws and taxes that affect internet e-commerce. The Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend the Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of internet e-commerce.

The Developer may from time to time recommend to the Client that updates are needed to their site, including but not limited to new legislation compliance, software compatibility and web standards. The Developer reserves the right to quote for any updates as separate work. The Client agrees that the Developer is not liable for any failure to inform or implement these updates to their site. The Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

DATA PROTECTION

For the purposes of this clause, Data Protection Law means the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018, any other data protection and/or privacy laws applicable to the Developer, and any applicable laws replacing, amending, extending, re-enacting or consolidating the above from time to time.

Both parties will comply with all applicable requirements of Data Protection Law. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Law.

The Client will comply with Data Protection Law in connection with the collection, storage and processing of personal data (which shall include you providing all the required fair processing information to, and obtaining all necessary consent from, data subjects), and the exercise and performance of your respective rights and obligations under these terms and conditions, including all instructions given by the Client to the Developer and maintaining all relevant regulatory registrations and notifications as required under Data Protection Law.

The parties acknowledge that if the Developer processes any personal data on the Client's behalf when performing its obligations under this agreement, the Client is the controller and the Developer is the processor for the purposes of Data Protection Law.

The scope, nature and purpose of processing by the Developer, the duration of the processing and the types of personal data and categories of data subject are set out in our Privacy Policy.

In relation to the processing of personal data under these terms and conditions, the Developer shall:

· process personal data on the Client's behalf only on and in accordance with the Client's documented instructions (as updated from time to time by agreement between the parties), unless required to do so by applicable law; in such a case, we shall inform you of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

· ensure that persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

· implement and maintain appropriate technical and organisational measures in relation to the processing of personal data; you hereby acknowledge that you are satisfied that our processing operations and technical and organisational measures are suitable for the purposes for which you propose to use our services and engage us to process the personal data;

· promptly refer all data subject requests we receive to you and, taking into account the nature of the processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

- assist you in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to us and only in the event that you cannot reasonably be expected to comply with the requirements of Articles 32 to 36 without our information and/or assistance (e.g. you do not possess or otherwise have access to the information requested). We may charge our reasonable costs on a time and materials basis in providing you with such assistance;

- retain personal data in accordance with the retention periods set out in our Privacy Policy;

- make available to you all information necessary to demonstrate compliance with the obligations laid down in Article 28(3) and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you provided: (i) you give us at least 7 days prior notice of an audit or inspection being required; (ii) you give us a reasonable period of time to comply with any information request; (iii) ensuring that all information obtained or generated by you or your auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential; (iv) ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to our business; (v) no more than one audit and one information request is permitted per calendar year; and (vi) paying our reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits;

- take reasonable steps to ensure the reliability of anyone who we allow to have access to personal data, ensuring that in each case access is limited to those individuals who need to know or access the relevant personal data, as necessary for the purposes of the Terms; and

- notify the Client without delay (and if possible within 24 hours) upon us or any sub-processor becoming aware of a personal data breach affecting personal data processed on the Client's behalf, providing the Client with sufficient information to allow you to meet any obligations to report or inform data subjects of the personal data breach.

The Client hereby gives the Developer consent to engage sub-processors for processing of personal data on your behalf. We shall inform the Client before transferring any personal data processed on your behalf to a new sub-processor. Following receipt of such information you shall notify us if you object to the new sub-processor. If you do not object to the sub-processor within seven calendar days of receiving the information, you shall be deemed to have accepted the sub-processor. If you have raised a reasonable objection to the new sub-processor, and the parties have failed to agree on a solution within reasonable time, the Client shall have the right to terminate these Terms with a notice period determined by the Client, without prejudice to any other remedies available under law or contract. During the notice period, we shall not transfer any personal data processed on the Client's behalf to the sub-processor.

The Developer shall enter into appropriate written agreements with all of its sub-processors on terms substantially similar to these Terms. We shall remain primarily liable to the Client for the performance or non-performance of the sub-processors' obligations. Upon your request, we are obliged to provide information regarding any sub-processor, including name, address and the processing carried out by the sub-processor.

We will not transfer personal data processed on your behalf to a country outside the United Kingdom which is not recognised by the European Commission to have an adequate level of protection in accordance with Data Protection Law unless the transfer is effected by such legally enforceable mechanism(s) for transfers of personal data as may be permitted under Data Protection Laws from time to time.

PRIVACY POLICY

The Developer and any third party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998. This information will also be used to identify the Client in communications with them and to contact the Client from time to time to offer them services or products that may be of interest to or benefit the Client.

TERMINATION

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for work completed (including any necessary expenses incurred) to the date of first notice of cancellation for payment in full within thirty (30) days.

INTERPRETATION

The Developer reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client in breach of these Terms and Conditions. The Developer shall be the sole arbiter in deciding what constitutes a breach. No refunds will be given in such a situation.

Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable by law.

Any and all matters pursuant to this agreement are governed by English Law and are under exclusive jurisdiction of the English Courts.

By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges having read, understand, and accept the Terms and Conditions of this Agreement and agrees to be legally binding by these Terms and Conditions.

The Developer reserves the right to alter these Terms and Conditions at any time without prior notice.

These Terms and Conditions do not affect your statutory rights as a consumer.

ZERO-TOLERANCE FOR BAD BEHAVIOUR POLICY

The Developer operates a zero-tolerance policy towards bad behaviour.

The safety of our employees, clients, and visitors is an important concern to the organisation. Threats, threatening behaviour or acts of violence against employees, clients, visitors or others while on the Client's or Developer's property or third-party location, conducting business or receiving services from the Developer will not be tolerated. The Developer reserves the right to immediately end any contract should any violations of this policy occur, and if appropriate all threatening behaviour will be reported to the authorities.

Any person who engages in violent or threatening behaviour in person, on the phone, on the internet, social media, or who uses any electronic means to make a threat against a staff member, volunteer shall be in breach of the zero-tolerance policy and the Developer will reserve the right to terminate any contract and if appropriate all threatening behaviour will be reported to the authorities.

Should any contract be terminated due to a breach of the zero-tolerance policy by the client then any outstanding invoices owed to the Developer must be paid in full.