

# Terms and condition of Business

## 1. General

The expressions used throughout these terms have meaning as follows:-

- 1.1. "WWWD", "we", "us", "our", mean Worldwide Webdesign Ltd and the Managing Director of the same.
- 1.2. "Client" means the person and / or the company who orders the service
- 1.3. "Agreed" means discussed and accepted by WWWD and Client
- 1.4. "Writing" means Signed letters or Emails only
- 1.5. "Content" means all text, videos, images and other items published on the website – whether visible or hidden.
- 1.6. "Placing the order" – Verbal or written confirmation asking us to proceed
- 1.7. "Production" means the creation of the website and / or delivery of the service requested
- 1.8. "The Service" means whatever we agreed to do for you in the proposal.
- 1.9. "Online Marketing" means whatever marketing we agreed to do for you in the proposal.
- 1.10. "SEO" means "Search Engine Optimisation", which is the manipulation of the content of the website with the aim to obtain more favourable rankings in the Search Engines.
- 1.11. "Regular payments" means monthly, quarterly or annually
- 1.12. "Online system" means a website or system that generates the service by supply.
- 1.13. "Website" means a bespoke website built by us exclusively for you.

## 2. General

- 2.1. The Terms of Business will govern our relationship with you, and by placing your order you are deemed to have accepted these terms.
- 2.2. Nothing contained in these terms may be varied, replaced or superseded unless we confirm such alteration in writing.
- 2.3. Any advise given by WWWD is given in good faith, but shall not form part of this or any agreement unless agreed otherwise.
- 2.4. No advise, promise, instruction or any communication by any of our employees, subcontractor or representative are binding unless confirmed in writing by WWWD.
- 2.5. All services carried out by WWWD are provided under UK law – even if the client is trading elsewhere.

## 3. Proposal

- 3.1. WWWD shall normally supply the client with a written proposal, which shall outline the services provided, unless agreements are made verbally.
- 3.2. The client shall agree to carefully check the details and shall notify WWWD of any omissions either verbally – if the client is present – or in writing.
- 3.3. Any items not listed in the proposal shall not necessarily be part of the service

## 4. Acceptance

- 4.1. The proposal become a contract when the clients has confirmed that he or she is placing the order.
- 4.2. The contract may not be cancelled once wwwd has started providing the service.
- 4.3. Clients must notify WWWD immediatly if for any reason they feel unable to continue with the order.

## 5. Payments

- 5.1. WWWD will issue electronic invoices, which will be sent to the client by Email. The client must ensure that these invoices arrive.
- 5.2. The client agrees to pay all invoices sent out prior to launch – if applicable - on or before the due date.
- 5.3. Deposit payments are due when the proposal is accepted even when the terms on the invoice says differently. Other due dates are 7 days.
- 5.4. The client agrees to pay all regular payments by Direct Debit unless an alternative payment arrangement is agreed in writing. Such agreements will only be agreed upon if the client can

reassure WWWD that payments will be made on regular dates. If the client defaults on this alternative payment arrangement, the alternative payment agreement will be cancelled, and the client will be required to pay by Direct Debit, or pay an annual admin fee.

- 5.5. The client agrees to pay an annual £100 admin fee if it is issued for reasons stated above. The invoice for the admin fee will be issued on the 1<sup>st</sup> January of each year.
- 5.6. WWWD may at its absolute discretion issue a payment plan for any of the agreed payments. In the event of the client defaulting on the agreed payment plan, the payment plan will be cancelled, and the client will full amount will be due.
- 5.7. WWWD may at its absolute discretion issue a discount for any of the proposed payments. In the event of the client defaulting on the agreed payments, the discount will be cancelled, and the client will full amount will be due.
- 5.8. Failure to pay the agreed fees within the agreed period may result in a 10% late payment surcharge. Once any of the fees are more than 30 days late we reserve the right to suspend any or all services we provide to you. This may include the removal of the online system and disabling of Email services of any domains. We may also cancel the auto renewal of your domain name(s) where applicable. However, you will remain liable to pay fees owed for the remainder of the contract. To resume these services after termination for non-payment, all outstanding fees including the late payment surcharges referred to above must be paid in full. We reserve the right to charge a re-activation fee of £50.00 plus VAT, details of which will be advised to you. This must be paid in full before the services are resumed.
- 5.9. WWWD reserves to increase the price for any of its services if there is reason to do so.

## **6. The Production**

- 6.1. WWWD will aim to produce the first draft of the online system, where applicable, within three weeks of the client placing the order, unless stated differently in the proposal.
- 6.2. The client must carefully check and approve the first draft of the online system within two weeks of receiving notification of the link to the first draft, and provide written feedback. If the client fails to provide this feedback the project will be deemed completed and the invoice for the balance will be issued.
- 6.3. WWWD will consider this feedback, and reply / act as we see fit. Any further feedback must be supplied by the client within five working days each time such feedback is responded to. If clients fail to provide this feedback the project will be deemed completed and the invoice for the balance will be issued.
- 6.4. Unless stated otherwise in the proposal each project must be completed within three months. If the client deems that further adjustments are required after three months, the launch may be delayed but the invoice for the balance will be issued regardless.
- 6.5. In the day of the launch, the client must check that messages posted on the online system arrive in their mailbox. Wwwwd will not be held responsible for any loss or damage, whether direct or consequential, resulting from an error in the above not being checked.

## **7. Web hosting**

- 7.1. Where we supply the online system we shall host it, unless agreed otherwise.
- 7.2. We reserve the right to impose additional fees for extra time spent in working with a hosting company not recommended or approved by us.
- 7.3. We shall not be held responsible for loss of earnings, or other financial liabilities, which are the result of circumstances beyond our control.

## **8. Domain Names**

- 8.1. Where applicable, WWWD shall register any domain names in the name of the client.
- 8.2. WWWD shall move existing domain names to it's own supplier, unless agreed otherwise. The client agrees to assist WWWD with any such move, and agrees to be responsible for the domain name(s) until WWWD have confirmed in writing that the domain names have moved.
- 8.3. WWWD shall renew all domain names automatically at least one week prior to the domain name's expiry date.
- 8.4. The client shall be responsible for all domain names not looked after by WWWD
- 8.5. Clients who request us to register / renew their .uk domain names, or who ask us to transfer their .uk domain names to us, must also agree to Nominet's Terms and conditions, which are found on Nominet's website.

## **9. Support and Maintenance**

- 9.1. Any maintenance and support provided is chargeable and subject to invoices, unless covered by a maintenance package as stated in the proposal.
- 9.2. WWWD guarantees its own software to be free from bugs, and shall endeavour to rectify any bugs as soon as possible upon notification.
- 9.3. The client agrees to report any bugs to us in writing, with relevant detail and screen shots as applicable, and also includes details of the device and web browser used.
- 9.4. If bug fixes cannot be fixed quickly WWWD will advise the client.
- 9.5. WWWD provides no such guarantees for any sites not built by us. Any bugs fixed on sites not built by us will be invoiced accordingly.

## **10. Client Obligations and prohibitions**

- 10.1. The client listed agrees to pay the fees quoted in the proposal at the agreed times and make reasonable efforts to assist WWWD in providing the service.
- 10.2. The responsibility for ensuring that the content and functionality of your online system - including the spelling - is correct and complies with all current legislation and statute is entirely yours. We will not be held responsible for any loss, prosecution or legal action of any kind that may result from the publication of your online system.
- 10.3. The client must check regularly that messages posted on the online system arrive in your mailbox
- 10.4. The client agrees to ensure that all content and the services the client provides comply with the laws of the United Kingdom, and any applicable laws of any other countries in which the client is trading.
- 10.5. Notification of any alteration or addition to any content you wish us to make must be given to us in writing.
- 10.6. The client agrees to refrain from directly or indirectly recruiting any person employed by WWWD.

## **11. Ownership & Intellectual Property**

- 11.1. The copyright to all the content and images supplied by the client belong to the client, but the copyright for our code on the online system - if applicable - belongs to us.
- 11.2. Any content/images provided by us will remain our copyright until appropriate fees have been paid at which point ownership will be transferred to you.
- 11.3. The client is responsible to ensure that all content supplied is copyright free and royalty free, and the client authorises WWWD to remove and / or replace any content that violates this rule, at the client's expense.
- 11.4. WWWD will own the copyright of any bespoke code we create specifically for the client, until appropriate fees have been paid at which point ownership will be transferred to the client.
- 11.5. The client shall not distribute any Intellectual Property Rights belonging to WWWD to any third party without our prior written consent.
- 11.6. In the event you wish to transfer your website to another web design company provision can be made for us to release a version of the website without our Content Management System or protective code, provided all fees have been paid. We reserve the right to charge an administration fee for releasing the online system, details of which will be confirmed to you.

## **12. Termination**

- 12.1. The client agrees to give notice of any termination. The length of terminations shall be one calendar month – unless stated differently in the proposal.
- 12.2. WWWD reserves the right to terminate the contract and withdraw one or any of the service with no notice whatsoever if it is requested to do so by the authorities, or if WWWD discovers a gross breach of contract by the client.
- 12.3. WWWD will give seven days notice if the client is in breach of contract over non-payment issues as outlined above. In the event of termination as a result of non-payment WWWD will not release the website and / or domain names until all fees due have been paid in full.
- 12.4. The client agrees not to hold WWWD accountable for any loss of prestige, and / or earnings directly or indirectly and the client also accept no refund will be given for any unused period (or remaining portion of the contract), paid for in advance where termination occurs in accordance with these conditions above.
- 12.5. WWWD reserves the right to give three months notice of termination for no reason whatsoever.

### **13. Exclusions**

13.1. We will not pass on FTP details to you, or to a third party under any circumstances.

### **14. Browser Support**

- 14.1. WWWD routinely check all projects on the most commonly used browsers – as found on our PCs / mobile phones, but we cannot guarantee that the content is displayed correct on all web browsers
- 14.2. The client agrees to notify us in writing with screenshots when the content is not displayed correctly, and to supply the details of the browser used.
- 14.3. We shall not be held responsible for difficulties arising from people using unusual or older browser, or where browsers fail to show the content as intended by us.
- 14.4. We reserve the right to charge additional fees if the client requests functionality for older browsers that are no longer supported.

### **15. Online Marketing**

- 15.1. Online Marketing is not included in our services unless agreed otherwise in writing.
- 15.2. The minimum term for SEO is 12 months, unless agreed otherwise in writing.
- 15.3. The client may shorten its notice period if WWWD cannot demonstrate significant progress in rankings and / or visits to the website within six months of the keywords being agreed in writing.
- 15.4. After 12 months the contract will become a rolling contract for which two months' written notice must be given to terminate.
- 15.5. The client agrees that SEO is a long-term investment.
- 15.6. WWWD will provide an estimate of predicted results, but the actual results may take longer due to the complicated nature and unpredictable practices of third party services.
- 15.7. The client agrees that success in SEO is determined in improved rankings, not increased website traffic, enquiries sales or enquiries.
- 15.8. WWWD we will make every effort to maintain the client's rankings, but we shall not be liable for a sudden change in rankings as a result of Search Engine updates, increased competitor SEO campaigns, or any other reason.
- 15.9. The client agrees that WWWD is not responsible for what the Search Engines display, and we shall not be held responsible from difficulties arising from anything displayed or not displayed by Search Engines.
- 15.10. The minimum term of social media marketing campaigns is 3 months unless agreed otherwise in writing. After 3 months the contract will become a rolling contract for which one months' written notice must be given to terminate.

### **16. Content**

- 16.1. All content must be legal, and must not contain any nudity, or other offensive material.
- 16.2. A breach of these conditions may lead to the online system being suspended or removed. No refund will be given for any unused period (or remaining portion of the contract), paid for in advance where termination occurs in accordance with these conditions.
- 16.3. Any material published on your online system must be copyrighted to you or you must have written permission to publish such content.

### **17. Trading Standards and other official bodies.**

- 17.1. The client agrees that WWWD shall co-operate fully with any investigation by official bodies such as trading standards, and the authorises WWWD to pass on any details to said bodies as required by the investigation.

### **18. Limitation of Liability.**

- 18.1. The client agrees not to hold WWWD liable under any circumstances for any direct, indirect or consequential loss of earnings and / or reputation howsoever caused as a result of any negligence, third party hacking activity, breach of contract, misrepresentation or otherwise.

### **19. Assignment.**

- 19.1. The client shall not be entitled to assign its rights or obligations or delegate its duties under this agreement with the prior written consent of WWWD.