



Websites Without Worry Ltd Terms & Conditions

DEFINITIONS: In this agreement the terms have the following meanings:

- (a) "The Client" means any person, company, partnership, organisation or body at whose application, Websites Without Worry Ltd agrees to provide the products and/or services under the terms of the agreement.
- (b) "The Agreement" means the contract between Websites Without Worry Ltd and the Client to which these conditions will apply.
- (c) "The Order Form" means the digital or printed document completed by the client in order to enter the Agreement.
- (d) "Order" is the request by the Client for products and/or services in the order form/agreement
- (e) "Completion of site" means 5 days from the site being uploaded to a temporary site on the server, for approval by the client.
- (f) "Deliverables" are the outputs of services to be supplied under the agreement and shall include but are not limited to, all software and written material, including programs, tapes, listings and other programming documentation. Our aim is to create low cost, high quality websites to our clients' specifications.

We will discuss the design with the client and produce a draft design uploaded to our 'test' website for the client's approval and comments. If the client is satisfied with the design we will produce finished pages. If changes to the design are required we will carry out the alterations and produce a revised draft. It is in the interest of our clients to be as specific as possible about their requirements and expectations for the site to avoid wasting time on unwanted designs.

We will quote for the client's requested website in advance where possible. However, additions to the website during design may incur extra charges. Please see our Price Guide for details. Our websites are priced by the number of 'pages' in order to standardise our pricing system. We will set the length of a page according to the site layout and design and the information supplied by the client. In most cases a page should be thought of as equivalent to a page in a printed brochure.

We reserve the right to refuse to design or host any site we believe to have illegal or offensive content.

Clients should ensure they own any material used on their website, or have permission to use the material.

WEBSITE HOSTING: Hosting is charged for a minimum period of one year.

TECHNICAL SUPPORT: We are only able to supply technical support for websites which have been designed by Websites Without Worry Ltd.

We do currently provide training or support for clients who wish to service their own websites. If a client wishes to update their site themselves they must do so on their own responsibility. In the event of problems arising from a client's own updates, we will be able to restore our last backup, but may not be able to restore the client's recent updates. Please note we are not an Internet Service Provider and are not in any way responsible for a client's internet connection, including the client's ability to access their website or email.

UPDATES & MAINTENANCE: Our monthly support covers one monthly website update, e.g. changes to general text, information on booking conditions, prices, availability etc. More complex updates, e.g. redesigns, addition of new images, may incur an extra charge, which will be quoted as required. New pages will be charged at the rate shown on our Price Guide.

FLASH: The use of Macromedia Flash™ is not supported on iPad and iPhone Safari browser. If client would like the site to be compatible, they need to inform Websites Without Worry prior to any design work being started.

SEARCH ENGINE OPTIMISATION AND SUBMISSIONS: All sites are only submitted to the major search engines if the monthly cover has been taken out and can also be submitted for listing in appropriate directories if required. We cannot guarantee that a website will be listed or will

receive a high placement from any search engine or directory; however we continually monitor the performance of our websites and carry out search engine optimization if required.

PAYMENT: Payment is required once the website design has been approved. Invoices must be paid within 28 days. Website invoices which remain unpaid within 28 days a reminder notice will result in the removal of the website and suspension of services until payment is received.

HOURS OF BUSINESS AND CONTACTING US: Our normal hours of business are from 9am to 5.30pm Monday to Friday. We can be contacted outside these times if necessary. Email and mobile phone messages are checked regularly during the day and in the evening. We normally respond to all queries within 24 hours. We will respond to any messages left on our answer phones or voicemail as soon as possible. We can be contacted by mobile phone to report faults - please note in the case of an issue with our server will we not be able to receive emails. Clients should ensure they own any material used on their website, or have permission to use the material.

SCOPE: This agreement shall apply to all goods and/or services ordered by the client from Websites Without Worry Ltd.

PAYMENT: Payment is due upon completion of site. Whilst any payment due under the agreement remains outstanding, Websites Without Worry Ltd shall be entitled at its sole and absolute discretion to withhold provision of any goods or services it would otherwise be obliged to provide under the agreement. All payments by cheque, bankers draft or money order must be made in pounds sterling.

LIABILITY: Websites Without Worry Ltd hereby excludes itself, its Employees and or Agents from: - all and any liability for loss or damage caused by any inaccuracy; fraud; omission; delay or error, whether the result of negligence or other cause in the production of the web site.

All and any liability for loss or damage to clients artwork/photos and text, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

Websites Without Worry Ltd can accept no liability for any goods or services provided by client. Any goods or services which are not stated to be provided by Websites Without Worry Ltd are provided by third parties over whom Websites Without Worry Ltd has no control.

COPYRIGHT: Any web page design or entire site designed by Websites Without Worry Ltd carries a copyright, and cannot be reproduced without written consent. The placing of an order by the client or other person/Agency on behalf of the client constitutes a guarantee that all necessary authority and permissions have been obtained in respect of the artwork, design and photographs, for use in the advertisement. The Advertiser/customer must indemnify Websites Without Worry Ltd in respect of all actions; proceedings; costs demands and claims arising from any such breach.

PRECAUTIONS: Advertisements must comply with the Business Advertisements (Disclosure) Order 1997 and the Trade Descriptions Act 1968.

DELIVERY: On completion of work, the deliverables will be uploaded to Websites Without Worry Ltd Sever for approval under the terms of the guarantee. Upon payment by the client, the deliverables will be uploaded to the client's server. Where the client's site is being hosted by a third party, Websites Without Worry Ltd reserves the right to delay uploading of deliverables until full payment has been received.

ACCEPTANCE OF CONDITIONS: The placing of an order will confirm acceptance of the aforementioned conditions. Conditions stipulated on our Order Form shall be regarded as void, if they are in conflict with our conditions.

LAW: These conditions and all other express terms of contract shall be governed and construed in accordance with the laws of England.

SEVERABILITY: In the event any one or more of the provisions of this Agreement and/or Order Form shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement and/or Order Form shall be unimpaired and the Agreement and/or Order Form 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 provision which comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

DOMAIN NAMES: Websites Without Worry Ltd may purchase domain names on behalf of the Customer. Payment and renewal of those domain names is the responsibility of the Customer. The loss, cancellation or otherwise of the domain brought about by none or late payment is not the responsibility of Websites Without Worry Ltd. The Customer should keep a record of the due dates for payment to ensure that payment is received in good time.

Company Name Customer Signature Date/...../.....