

TERMS AND CONDITIONS For Website Design

Captivewebs will carry out the design of your website under the following terms and conditions. These apply to the exclusion of all other terms and conditions unless stated otherwise in any covering correspondence. These terms and conditions do not affect your statutory rights.

DEFINITIONS: In these terms "we/us/our" means Captivewebs and "you" means the Client, whose details appear on this proposal. The "Contract" means the agreement between you and us based on signed correspondence indicating acceptance of the proposal.

1) **VARIATION.** These terms will remain valid for acceptance for 28 days from the date of issue. After acceptance Captivewebs reserves the right to amend these terms on each anniversary of the agreement subject to giving you 28 days' notice. If you have any uncertainties about these conditions as they might apply to you or your project, it is your responsibility to clarify the situation by contacting us before the project gets under way.

2) **CONTENT.** It is your responsibility to provide us with the required information about your business. Captivewebs take no responsibility for errors in content supplied by you for the web site. Any changes thus incurred may be chargeable at standard rates.

Unless specified otherwise, it is your responsibility to provide all necessary text and graphic materials that make up the content of the site. No refund will be made in the event that you fail to provide sufficient content to complete the web site.

All content must be supplied in a suitable digital format unless agreed otherwise beforehand. Images should be supplied as jpeg, gif or Photoshop format. Text should be supplied as a Microsoft Word or ASCII text file. Failure to supply material in digital format may result in extra charges being made for processing content for use on your web site. Where the content provided, is in a form where a significant amount of copywriting is required, a further charge may be made.

You grant Captivewebs permission to utilize logos and any other company identity for the purposes of creating the website. You should provide Captivewebs with copies of your terms and conditions and any privacy statement that you wish to be incorporated into the design. You agree to indemnify Captivewebs from any and all claims arising from your negligence or inability to obtain proper copyright permissions for all content supplied.

A design credit with a link to the Captivewebs website will appear on the main home page of your web site either in text or graphic format. The link will be designed to fit the overall design of the site.

In the event that Captivewebs is unable to complete a website because of lack of text and/or pictures, then text will be added using "lorum ipsum" text and pictures using appropriate library pictures. At this point the website will be considered completed and invoiced accordingly under our standard payment terms. Final text and pictures will be added when the client supplies these.

3) **DESIGN.** Acceptance of our website design proposal is taken to confirm that you have read and understood these terms and conditions.

We will provide you with our estimated timescale for progress and completion of the project and will use reasonable endeavours to meet those timescales (as long as you perform your obligations promptly) but, unless we agree otherwise, the dates are estimates only and we cannot guarantee 100% that they will be met.

We shall have no liability to you nor be deemed to be in breach of this Contract if we are delayed in performing or unable to perform any of our obligations under it due to circumstances beyond our reasonable control.

Any design issues will be assessed against the standard of PC based internet viewing at 800 by 600 screen resolution viewed in Internet Explorer unless we agree otherwise in writing.

4) **PAYMENT.** Payment for the design, authoring and publishing of all websites will be on the basis of a 50% initial payment in advance. The balance of all fees will be invoiced on fourteen-day terms on acceptance of the completed design. Subsequent annual subscription payments will be in advance on the anniversary of the initial payment. All fees referred to in the proposal and these terms are not subject to Value Added Tax (VAT).

If payments are not received by the due date for payment (as stated in these terms and/or order form) you may be asked to pay us interest on the amount unpaid at the annual rate of 4% above Bank of England base rate from time to time (without prejudice to any other remedy available to us).

If payments are not received by us on the due date we reserve the right to suspend the web site and other services until such time as payment is received in full (without prejudice to any other remedy available to us).

5) **STANDARD CHARGES.** In the absence of agreed rates the following will apply for additional work:

- Updates and amendments £20 per hour per person
- Design or development activity £150 per day per person
- Senior programmer £400 per day per person
- Travelling and subsistence on a costs as incurred basis

6) **ACCEPTANCE.** Acceptance procedure will be as follows:

- When Captivewebs considers the design to be completed to the requirements of the proposal, you will receive notification by telephone or email followed by written confirmation.
- You will have seven days from the notification to carry out an appraisal of the design and inform us of any changes required to correct any errors and comply with the quotation.
- Captivewebs will carry out the agreed amendments within seven days. You will then have a further seven days to appraise the changes to the design and inform us of any errors in the changes.
- After this period the design is considered as accepted and you will be invoiced for the outstanding costs and any further amendments are chargeable.
- Any further amendments other than those covered by any maintenance agreement are then chargeable.

7) **RIGHTS.** You will retain ownership of copyright, trademarks and other intellectual property rights in materials that you provide to us for use in the design of your website. All copyright, trademarks, patents created, developed, subsisting or used in or in connection with the design or development of your website will be transferred to you on settlement of all outstanding sums due to us. Ownership of the Intellectual Property Rights of the website design will remain with Captivewebs.

8) **CANCELLATION.** If you wish to cancel your contract you are required to do so by registered post giving 60 days notice and cancellation will only be effective on receipt of such notice. If the design is not complete you will be required to pay the balance of our costs to date and loss of profit for the entire design. No refunds will be made for any part of any annual hosting and maintenance subscription remaining.

In the event of cancelling your contract, your website will be taken offline the day after the contract expires. Once all sums due have been settled, Captivewebs will cooperate with the smooth transfer of hosting of the domain and pass over ownership of any website files as requested.

9) **HOSTING AND DOMAIN NAMES.** Captivewebs will normally arrange hosting for the website through an appropriate Internet Services Provider (ISP) and the annual subscription for this will be detailed in the initial quotation for the design. FTP access details to your website files can be issued on request.

Captivewebs accepts no responsibility for web server downtime or interruptions to service caused by circumstances beyond our control. Customers wishing to arrange web hosting and domain names away from those recommended by Captivewebs can do so at any time. We will however advise you if the arrangements appear to be unsuitable for our requirements. If the website is to be hosted by another web host than those recommended by Captivewebs, you agree to grant Captivewebs access to the web space via FTP

Captivewebs will advise clients on selecting domain names and register these for them as requested at current rates, but cannot guarantee a certain name will be available. Captivewebs may make a charge of £25 for any administrative work associated with subsequent hosting or domain name transfers into or out of our recommended facilities. Renewals are made automatically unless we are notified in writing 28 days in advance, but please note we accept no responsibility if a domain fails to be re-registered.

10) **EMAIL.** If Captivewebs are responsible for arranging hosting through our recommended ISP then a POP3 email account will be provided on the domain within the quoted costs (As an alternative forwarding to an existing email account elsewhere can be arranged). You will be given the appropriate user name and password details for each account and the incoming mail server name, along with written instructions for setting up the account in Outlook or Outlook Express. Requests for changes to user/password combinations may be made by email or telephone and will be actioned within 24 hours.

Captivewebs accepts no responsibility for email server downtime or interruptions to service. Email accounts must not be used for "Spam" emailing operations. Unless you have a support contract with us, once initially set up and operational, Captivewebs is not responsible for subsequent problems caused by the operating system of your computer. If you need to contact Captivewebs for such support this is normally chargeable at £0.50 per minute.

11) **DIAL UP.** Unless provided by us, Captivewebs is not responsible for establishing or troubleshooting your Internet dial up facility, which provides your Internet connection and outgoing mail server. This is the responsibility of your own individual ISP who normally provides appropriate telephone support. If you need to contact Captivewebs for such support we can usually help but this is normally chargeable at £0.50 per minute.

12) **RESERVATIONS.** Captivewebs reserves the right to withdraw services at any time without prior notice. Captivewebs reserves the right to feature customer websites in future promotions without seeking prior consent.

13) **MAINTENANCE UPDATES.** For customers with maintenance packages, Captivewebs will establish if the update falls within the scope of your quoted maintenance agreement, and if not, advise you of the cost of the update.

Maintenance is defined as modifications to an existing page requiring one man-hour a month or less to implement (sufficient for most minor changes). Requests for website updates (Maintenance) must be submitted to Captivewebs via e-mail.

All content must be supplied in digital format. Content not supplied in digital format may result in extra charges being made. Under a maintenance agreement a site's functionality would be checked to prevent any subsequent server issues from affecting its performance. Maintenance packages cost from as little as £240 per annum.

Content Management – if fresh content and pages are to be added regularly, a Content Management Agreement incorporating maintenance can be arranged.

13) **PROMOTION.** Where Captivewebs undertakes promotion of the website through Search Engine placement no guarantee is given that rankings can be achieved on particular Engines.

14) **WARRANTIES.** Captivewebs makes no warranties of any kind, whether express or implied, for the services it provides other than for technical errors and oversights. Captivewebs also disclaims any warranty of merchantability or fitness for a particular purpose.

Captivewebs will not be responsible for any direct, indirect or consequential damages that may result from the use of its services, including loss of data resulting from delays, non-delivery or interruption in service. You acknowledge and agree that Captivewebs cannot guarantee the absence of service interruptions caused by Acts of God or other circumstances beyond our control.

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

16) **LIABILITY.** Our total liability to you in contract or in tort arising in connection with this Contract shall not exceed the total price paid by you. We shall have no liability for loss of profits, business, revenue, goodwill or anticipated savings or for any other indirect or consequential loss.