

AGREEMENT TERMS & CONDITIONS

Please read these terms and conditions carefully. Any purchase or use of our design (including that of websites) or hosting services implies that you have read and fully accepted our terms and conditions.

1. Acceptance

PLEASE NOTE: It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply.

If a Client sends acceptance of a quotation via written letter, fax or email stating agreement and then secondly by payment of the non returnable deposit then the Client will be deemed to have satisfied themselves as to the terms applying and that the Client have accepted these terms and conditions in full.

2. Charges

Charges for design services provided by The Wales Wide Web are defined in the project quotation that the Client receives in advance of the project start date. Quotations are valid for a period of 30 days from the date sent. The Wales Wide Web reserves the right to alter or decline the particulars of a quotation after the expiry of said 30 days.

Unless fully agreed in advance with the Client, all design services including that of websites provided by The Wales Wide Web require an advance non refundable specified deposit before any work is supplied to the Client for review. The completed design or website deployment (including coded elements agreed / itemised) will remain the property and copyright of the Wales Wide Web until full payment is received.

Any required written content for any design project is subject to an additional Copywriters charge of £20 per 100 words and that a minimum order of 400 words is required.

The Wales Wide Web are not obliged to include written copy for any design project outside of the agreed number of words itemised in the initial quotation if at all specified. Additional written content will be subject to a new quotation / agreement.

Payment for services is due by cheque or bank transfer. Cheques should be made payable to Lenny Bridgeman 5 Badgers Mead Brackla Bridgend CF31 2PZ.

3. Client Review

The Wales Wide Web will provide the Client with an opportunity to review the appearance and content of the design (via private web address or low resolution / watermarked copies) or website development during all stages of the design phase.

Such materials will be deemed to be accepted and approved unless the Client notifies The Wales Wide Web within ten (10) days of the date the materials are made available to the Client.

4. Turnaround Time and Content Control

The Client agrees to delegate a single individual as a primary contact to aid The Wales Wide Web with progressing the commission in a satisfactory and expedient manner.

During the project, The Wales Wide Web will require the Client to provide or purchase website content; text, images, movies, animations and sound files.

The Wales Wide Web will install and publicly post or supply the Client's website by the date requested or agreed upon receipt of the final payment only.

4.1 Updates

Wales Wide Web will apply updates as quickly as possible but as a small freelance business there will be times when current commitments and workload would mean the immediate process of any given client request is not possible.

Updates to include additional pages, images, embedded media, sound files or changes to written content must be supplied electronically via email. The client agrees that these may take up to 28 days to apply. Updates that require 0.5 hours or more to complete will be charged at a standard hourly rate of 25 per hour.

5. Failure to provide required website content:

The Wales Wide Web is a small business, to remain efficient we must ensure that work we have programmed is carried out as quickly as possible. On occasions, we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that you provide all the required information in good time . On any occasion where progress cannot be made with your website or any other design because we have not been given required information, and we are delayed as result, we reserve the right to impose a surcharge of up to 25% or to cancel the project entirely.

If your project involves Search Engine Optimisation we will need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information and subsequently fail to do so within 56 days of project commencement we reserve the right to close the project.

NOTE: Text content should be delivered as a Microsoft Word, email (or similar open source) document with the pages in the supplied document representing the content of the relevant pages on your website or design. Contact us if you need clarification on this.

In the case of a website being provided as a CMS (content managed system) platform, our original agreement will specify the number of pages we will populate from written content and images provided by the Client. Any other pages or content will be subject to additional charges and will in turn be subject to further written agreements.

On receipt of full payment the design collateral to include bitmap images, code and SQL data that make up the working elements of the CMS or website will become available to the client in the form of a backup zip file.

Although The Wales Wide Web will ensure that security precautions are undertaken at each step of the project development and that the build of each website conforms to W3C standards it is advised that the backup zip file provided be kept safe by the Client in the event of loss.

With technologies developing and advancing at ever increasing rates it is beyond reasonable approach for The Wales Wide Web to guarantee compatibility with technology, platforms or standards that may develop in the near future.

The Wales Wide Web will however ensure compatibility for 2 years after the date of completion. This means that your CMS platform or HTML based website will be updated by us on request for that period of time only.

6. Payment

Invoices will be provided by The Wales Wide Web upon completion but before publishing the live website or providing the Client with any professional file formats.

Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due.

7. Additional Expenses

Client agrees to reimburse The Wales Wide Web for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

8. Web Browsers

The Wales Wide Web makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer 8 & 9, Google Chrome, etc.). Client agrees that The Wales Wide Web cannot guarantee correct functionality with all browser software across different operating systems.

The Wales Wide Web cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, The Wales Wide Web 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.

9. Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on The Wales Wide Web Web space, The Wales Wide Web will, at its discretion, remove all such material from its web space. The Wales Wide Web is not responsible for any loss of data incurred due to the removal of any service for Clients who are in default of this agreement. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay The Wales Wide Web reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by The Wales Wide Web in enforcing these Terms and Conditions.

10. Termination

Termination of services by the Client must be requested in a written notice and will be effective within 28 days on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (28) days.

11. Indemnity

All The Wales Wide Web services may be used for lawful purposes only. You agree to indemnify and hold The Wales Wide Web harmless from any claims resulting from your use of our service that damages you or any other party.

12. Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants The Wales Wide Web the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting The Wales Wide Web permission and rights for use of the same and agrees to indemnify and hold harmless The Wales Wide Web from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to The Wales Wide Web that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

13. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered Compact disk or via e-mail, FTP or USB based Digital Storage) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by The Wales Wide Web to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

14. Design Credit

A link to The Wales Wide Web will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, a nominal fee of 5% of the total development charges will be applied. When total development charges are less The Client also agrees that the website developed for the Client may be presented in The Wales Wide Web portfolio.

15. Access Requirements

If the Client's website is to be installed on a third-party server, The Wales Wide Web must be granted temporary read/write access to the Client's storage directories and be provided with and granted full read/write access to any SQL databases requested by us within good time.

16. Post-Placement Alterations

The Wales Wide Web cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

17. Domain Names

The Wales Wide Web may purchase domain names on behalf of the Client. Payment for the renewal of those domain names is the responsibility of the Client.

The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of The Wales Wide Web. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

Website Hosting

Hosting 1: Subject to the terms and conditions of this Agreement, The Wales Wide Web will provide Web Hosting services for the Client subject to the following terms:

Hosting 1a: Client agrees to an initial twelve (12) month contractual term of service (“Term”). The length of contract required is based on the type of service desired by Client and shall be determined solely by The Wales Wide Web.

Hosting 1b: Hosting Charges are payable / renewed in advance for a period of 12 months

Hosting 1c: This Agreement will automatically renew for successive annual Terms unless cancelled in writing by Client at least 28 days prior to the end of current Term renewal date. Renewal prices are subject to change and will take effect upon the next renewal. Renewal of services by Client indicates agreement to any Contract revisions and price changes. Renewal fees for the following term will be automatically invoiced to Client’s account.

Hosting 2: Terms of Payment

Payment is due within two weeks of invoice. There is a £35 fee for returned checks. Sites that are in arrears will be suspended. Suspended sites will be charged a £25 re-instatement fee.

Hosting 3: Hosting: Proprietary Information

Proprietary information exchanged here under shall be treated as such by Client. This information shall include, but not be limited to, the provisions of this agreement, product and services information and pricing. Client further agrees to not decompose, disassemble, decode or reverse engineer any Company program, code or technology delivered to Client or any portion thereof.

Hosting 4: Censorship

The Web Wide Wales will exercise no control whatsoever over the content of the information passing through the hosting space, email account or web based platforms used.

Clients agree that any use (regardless of any accidental circumstance) of services provided by the Wales Wide Web found to be in violation UK law will result in immediate suspension.

The client will be expected to prove compliance within 14 days or the account will be terminated permanently.

The client agrees that The Wales Wide web will offer full cooperation and access to the UK authorities and will report any criminal activity immediately.

Hosting 5: Warranties

The Wales Wide Web makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Company also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of Client. Use of any information obtained by way of Company is at Client’s own risk, and Company specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. Company does not represent guarantees of speed or availability of end-to-end connections. Company expressly limits its damages to Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Company specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

Hosting 6: Limited Liability

Customer expressly agrees that use of The Wales Wide Web is at Customers sole risk. Neither The Wales Wide Web, its employees, affiliates, agents, third party information providers, merchants licenser's or the like, warrant that The Wales Wide Web service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through The Wales Wide Web service.

Hosting 6a: Under no circumstances, including negligence, shall The Wales Wide Web , its offices, agents or anyone else involved in creating, producing or distributing The Wales Wide Web services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use The Wales Wide Web services; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorised access to The Wales Wide Web records, programs or services.

Hosting 6b: Customer hereby acknowledges that this paragraph shall apply to all content on The Wales Wide Web service.

Hosting 6c: Notwithstanding the above, Customers exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate amount which Customer paid during the term of this contract. The Wales Wide Web cannot guarantee nor be held responsible for failed domain registrations or domains transfers.

Hosting 7: Trademarks and Copyrighted Material

Client warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this service.

Hosting 8: Transfer of Agreement

Client may not assign or transfer this Agreement, in whole or in part without the prior written consent of The Wales Wide Web. In the event that Client contemplates whole or partial sale of its business, ownership change, or change in jurisdiction, Client shall notify Company by mail, facsimile or email no less than 28 days prior to the effective date of the event.

Hosting 9: Termination

The Wales Wide Web may terminate any Hosting Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) failure to comply with any provisions of the Agreement upon receipt of written notice from Company of said failure, 2) appointment of Receiver or upon the filing of any application by Client seeking relief from creditors, 3) upon mutual agreement in writing of Company and Client. The Wales Wide Web will at its sole discretion host charities, Individuals and non-profit organisations for free on condition that all other terms of hosting are fully met. Free hosting by the Wales Wide Web is to be considered as a non currency based donation of service and is subject to annual evaluation and review. The Wales Wide Web reserve the right to revoke and terminate any currently active hosting account that was given as donation by the methods stated in this agreement which is primarily 28 days advance notice.

Hosting 10: Disputes

If legal proceedings are commenced to resolve a dispute arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

Hosting 11: Indemnification

Client shall indemnify and hold The Wales Wide Web harmless from and against any and all claims, judgements, awards, costs, expenses, damages and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted or imposed against Company directly or indirectly arising from or in connection with Client's marketing or support services of the product or services or the unauthorized representation of the product and services or any breach of this Agreement by Client.

Hosting. General

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom of Great Britain. Exclusive jurisdiction and venue shall be in the British Superior Court. A failure by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

Hosting. Responsibility for Content

You, as a Wales Wide Web customer, are solely responsible for the content stored on and served by your website and associated email accounts.

Hosting. Refunds and cancellations

You may cancel your account at any time before the 28 days of renewal. All hosting fees paid in advance are non refundable.

Hosting Domains. Domains are registered for a one or two year period depending on the domain authorities minimum duration. Domains name registration cannot be cancelled, but if you want to transfer your domain to another domain name hosting company this will be by providing 2 weeks written notice and paying for any remaining time on the domain.

Hosting Email accounts. Email accounts are controlled entirely at the clients discretion - However, if the client wishes The Wales wide web to terminate an account on their behalf then written or email notification will be required.

General

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee / deposit constitutes agreement to and acceptance of these Terms and Conditions. Additionally, payment online is an acceptance of our terms and conditions.

Governing Law

This Agreement shall be governed by the laws of the United Kingdom.

Liability

The Wales Wide Web hereby excludes itself, its Employees and or sub contracted Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of The Wales Wide Web to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

21. Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement 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.