



S3 Web Design

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TERMS AND CONDITIONS

Mike Keeble T/A S3 Web Design

1 WEBSITE DESIGN SERVICES (ie where we provide a new website or website redesign on a new domain or one already held by you with us – excludes one-page websites)

- 1.1 All communication with us (including content of websites and images) will be by email unless otherwise specifically requested and we have agreed to this. Our initial email to you will provide a quote for our costs. We will also detail any further information that is required from you.
- 1.2 The quote will include the upload of a maximum of 15 items of media (photographs / images / logos / videos / audio etc) to the website. Additional media will be charged from £1.00 each item. If the media requires processing (eg cropping, rotating, cleaning up etc) then additional fees may apply.
- 1.3 Payment for our Website Design Services will be required by way of 80% upfront. The remaining balance will be payable on completion of the specification as detailed in our initial email to you and you will be provided with a final invoice.
- 1.4 If we have requested further information from you this information must be provided within 14 days of the date of your initial payment. If this is not supplied within the time scale, we will complete the website based on the information we have and the full balance will become due and any additional work will be subject to additional costs.
- 1.5 If the remaining balance, as detailed in the final invoice, is not paid on completion, the website will be taken offline until full payment of the final invoice has been received. If no payment is received in full after 28 days the site will be removed altogether and we will seek to be reimbursed of out-of-pocket expenses that may be incurred.
- 1.6 On payment of the full balance as detailed in the final invoice you will own the website as it appears in a browser in HTML, and you will own the domain but you will not own the programming and code that creates the website and the content editing facility (Control Panel) as this is a service provided to you by us, S3 Web Design.
- 1.7 Any threatening, obscene or pornographic material or any other material that could give rise to any civil or criminal liability under the applicable law must not be placed on the website.
- 1.8 You will be solely responsible for any material that could infringe rights of privacy or copyright without the permission of the owner. You will indemnify us against any claims made by any person claiming infringement of their rights of privacy, publicity or copyright. We will, at our own discretion, delete or edit any content of your website which we deem unacceptable.

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- 1.9 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death. We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this Contract.
 - 1.10 We will not share your email address or any other personal information you provide with anyone unless required to do so by law.
 - 1.11 Usernames and passwords for the website and emails should be kept confidential. We will not be responsible for changes made because you have been careless with the password.
 - 1.12 You agree to indemnify, defend and hold harmless us, from and against all losses, expenses, damages and costs, resulting from any violation of the Terms or any activity related to your website by you or any other person accessing the website using your username and password.
 - 1.13 You agree to have your website hosted by us unless agreed in writing by us.
 - 1.14 From the date of purchase of your domain (or transfer in of your domain) you will be liable for paying hosting fees monthly (or annually if agreed with us) as stated in our quotation email to you, starting one calendar month following the date of purchase of the domain or of transfer in of a pre-existing domain. These hosting fees should be paid monthly by way of standing order to our bank account (or by bank transfer for annual payments) as detailed in your initial invoice.
 - 1.15 Failure to pay the monthly hosting fee or any other services within 14 days of its due date will result in your website and email service being taken offline and the website and emails will not be accessible by you. If any arrears in hosting fees are not paid in full within 28 days of the due date your website, emails and email service will be deleted and no refund of web design services fees will be payable to you. Once services have been taken offline or deleted, an administration fee will be payable to have these services reinstated. If your email services are reinstated but all emails have been deleted then we will not be able to recover these – the email services will restart with empty mailboxes.

2 ONE-PAGE WEBSITES

- 2.1 All sections in 1 apply with the exceptions as follows.
- 2.2 From time to time we may offer one page websites and these websites must be paid for in full before work commences and are subject to a reduced monthly hosting and maintenance fee.

3 HOSTING OF DORMANT DOMAINS / REDIRECTED DOMAINS / EMAIL ONLY DOMAINS (ie those domains without a website on them)

- 3.1 All sections in 1 apply with the exceptions as follows.
- 3.2 Hosting of dormant, redirected and email only domains will be charged for per annum, payable in advance.

4 EMAIL & SMTP SERVICES

- 4.1 Outgoing email (SMTP) services provided by us will be subject to an initial set-up charge, an annual renewal fee (if a dedicated account is required) plus a monthly hosting charge.
- 4.2 If you intend to use, or we find you using, excessive amounts of SMTP data quota (ie you are sending large quantities of emails or you are sending large attachments) then we will allocate for you a dedicated SMTP account and charges will apply for setting up this account, annual renewal of the account (price being dependent on your email usage) and a monthly hosting charge. If you further exceed your quota on this account then further charges may apply to further increase the quota.

5 WEBSITE UPDATES

- 5.1 All sections in 1 apply with the exceptions as follows.
- 5.2 Updates to existing websites will require 100% payment in advance before we commence, unless agreed in advance.

6 TRANSFER OF DOMAINS

- 6.1 Transfer of an existing domain into our hosting may incur a fee from your current website host. If we transfer the domain into our hosting for you then we will charge you in advance the fee plus an administration charge for the time involved in doing this. If the domain is close to renewal then we will have to charge you in advance for the renewal.
- 6.2 Transfer of your domain out of our hosting will result in all of your website content being lost which includes web files, emails and email addresses. However on payment, in advance, of a fee representing the time involved we will provide a folder of the images from your website and a copy of the source code only for each page but not the backend programming, security files, emails or email addresses. We must be provided with 60 days' notice of the date you want to start the transfer process. A fee will be payable for each domain that is transferred out of our hosting.

7 HOW TO PAY

- 7.1 Payments should always be made to us wherever possible by standing order or bank transfer.
- 7.2 You can also pay for your fees and services by PayPal but you must add 5% to the bill amount to cover the PayPal fees and handling.
- 7.3 Normally we will not accept payment by cheque, however if this is your only method of payment, then 7.5% must be added to the bill amount and we have the right to withhold your services until the money has cleared in our bank.

8 MISCELLANEOUS

- 8.1 You will not be provided with FTP access to your website or any means to alter the hosting of your website.
- 8.2 As we have not written the software used in blog or online shops we do not provide any guarantee or maintenance with regard to this part of the website.
- 8.3 We reserve the right to amend and update these Terms and Conditions from time to time.