

# TERMS AND CONDITIONS

## Definitions

We, our, us:	Worldwide Webdesign Ltd.
You, your	The customer
Writing, written	Signed letters, E-mails
Text	Content of your web pages

## Introduction

In instructing us to design, produce, maintain, and/or arranging to display your website, you agree that these Terms of Business will govern our relationship with you, and by placing your order you are deemed to have accepted these terms. Nothing contained in these terms may be varied, replaced or superseded unless such alteration is confirmed by us in writing

## Domain Name

Choosing the domain name of the web site is your responsibility.

We may suggest name(s), but you are required to confirm the(se) name(s) in writing. The domain will be registered in your name as an individual or in the name of your company. If you have a particular requirement for the domain to be registered in a particular name, you must confirm this to us in writing.

## Web hosting

We shall not be held responsible for loss of earning, or other financial liabilities, which are the result of circumstances beyond our control. We reserve the right to impose additional fees for extra time expended in working with a hosting company not recommended or approved by us

## Checking details

The responsibility for ensuring that the content of your website complies with all current legislation and statute is entirely yours. We will not be held responsible for any prosecution or legal action of any kind that may result from the publication of your website

You must carefully check and approve the draft of your website prior to publication. Any alteration or addition must be notified to us in writing.

You must confirm to us in writing your acceptance of the draft

We will not be held responsible for any loss or damage, whether direct or consequential, resulting from an error in the content of your website

## Content

All content must be legal, and must not contain any nudity, or other offensive material. All content and online trading must comply with the laws of the United Kingdom, and any applicable laws of any other countries in which the business is trading. A breach of these conditions may lead to the website 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.

## Updates

Before the site goes live, a maintenance or update fee is agreed between you and us.

The fee is based upon the amount of work we anticipate to carry out in the near future.

The amount may be payable annually or monthly.

All payments must be received in full before the work is carried out.

Failure to pay the fees due may result in the site being taken off the web. We shall not be held responsible for *any loss or damage*, which may be the result of this.

## Payments

A deposit will be agreed in writing between us and will be paid by you before any web design work is carried out.

You will be able to see the progress of the work, and see the whole site in working order before paying the balance.

The payment of the balance must be received in full before the site goes live, unless agreed otherwise in writing.

All payments, including annual maintenance and web hosting fees must be paid within 30 days from the date of invoice.

Failure to pay these fees within the 30-day period will result in a 10 % late payment surcharge, which will be added to your account.

If the fees remain unpaid for further 30 days late an additional surcharge of 10 % of the original amount due will be added to your account.

Once the fees are more than 90 days late we reserve the right to remove the website(s), and disable Email services of the domain(s).

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, details of which will be advised to you. This must be paid in full before the services are resumed.

## Ownership

The copyright to all the content and images on the site belongs to you, but the copyright for some of the PHP coding on the site – if applicable – belongs to us. This is to prevent third parties reselling packages we have developed.

In the event that you would wish to move the website to another web hosting company, provisions can be made to release the whole site to you on CD, including our coding, but a legally binding guarantee must be signed by you to confirm and agree that you will not allow the PHP codes to be resold, lent, hired, passed on, transferred, revealed to or otherwise disposed of to third parties. Violations of this condition will result in legal action against you.

We reserve the right to charge an administration fee for releasing the site, details of which will be confirmed to you.

We will not release the code if the contract has been cancelled, for any of the reasons described above.

## General

We will ensure that your sites functions on the major Internet browsers. However, due to differences between the browsers, the pages may look slightly different on another browser.

We shall not be held responsible for difficulties arising from people using other browsers, or where ISP's fail show the content of the pages and / or related shop areas correctly.