

## Web-Feet.co.uk Limited Terms and Conditions

### 1. Definitions

The following words have these meanings: "Content" means text, graphics, logos, photographs, images, moving images, sound, illustrations and any other web site content. "Our" or "we" or "us" means Web-Feet.co.uk Limited. Company Registered Office Address : Fiander Tovell and Co, Stag Gates House, 63/64 The Avenue, Southampton, SO17 1XS. "Buyer", "you" or "your" means your business and "your business" means any business with whom you are associated and on behalf of which you are using the Service.

### 2. Domain Names

At your request we will seek registration of a domain name. We will check availability and providing it is available, will apply for the domain on your behalf. If it is not available we will recommend suitable alternatives. You will be listed as the registered owner for any domains we register on your behalf. We reserve the right to delay registering a domain if we have not been paid in full. We, or a person acting on our behalf, will be listed as the administrative and billing point of contact. We may elect to accept or reject your application to use a domain name for any reason at our sole discretion, such rejection including, but not limited to, rejection due to a request for registration of a prohibited domain name. It is **your** responsibility to check that the domain name you are wishing to register is not trademarked for another organisation. If there is a dispute after registration we will not be held liable. For further information on the dispute policy please see [www.icann.org](http://www.icann.org). Domain names are registered to you for an agreed term from the initial confirmation from the appropriate Domain Registration Company. At the end of that period you have the right to extend this for a further term. Please note that on termination or expiry of this Agreement if you wish to continue to use the domain name (for example by transferring the administration to another hosting company) you will be required to pay an administration fee to us of up to £50+VAT per domain. For domains being transferred to our control on your behalf we may charge up to £50 + VAT as certain domain registrants levy a charge although this usually includes an extension to the renewal period.

### 3. Site Design and Development and Copyright

On placement of your order a non refundable deposit of 50% is required with all outstanding monies due on completion of the site. Your site will only be uploaded to live hosting space once final payment has been received in full. (see Clause 10). It is important that you provide us with as much content as possible at this stage to allow us to build the site. This should preferably be in an electronic form and not hard copy as we may charge additional fees at our standard hourly rate to type up printed material. It is imperative that you check the copyright of any content you give us. If any items breach copyright laws we will not be held responsible. We will then provide a design based upon the discussions previously held with you. When you are happy, you will be asked to sign this off and then we will continue to construct the remainder of the site. Any changes to the design after this 'signing off' are subject to additional charge(s). During the construction phase any ideas, designs or other intellectual property are the copyright of Web-Feet.co.uk Ltd. Upon completion and receipt of payment the copyright of the finished site in its entirety (including design, content, images, navigation and the construction of the site) will pass to you, solely for your own use. **PLEASE NOTE: We are reliant upon content and feedback from you and your organisation to be able to build your site. We reserve the right to invoice you the remaining order balance if, after six months from placing the order, the site can't not be completed due to lack of feedback and content from yourselves.** We maintain a copy of your original site on our server and keep suitable back ups, however, depending on the hosting package, back ups may not be taken for content updated by yourselves on dynamic websites. If you require a master copy of your original site on CD this can be arranged. Please ask for details and cost. If you choose to maintain and update your own web site it is advisable to keep a copy of your site in case you accidentally delete or overwrite it (see Clause 5). We will build the site as agreed and there will be opportunities during construction for you to view the site online - we will advise you of a web address that will allow you access to this. This will give you an opportunity to request any changes or input ideas. Once the site has been completed and you are happy, we will then upload it so it will be accessible via your domain name. The final balance is due **prior** to uploading the site. We may request that a small link through to our web site be positioned on either the home page or contact page.

### 4. Hosting (applies if site is hosted using Web-Feet.co.uk Ltd.)

You can either elect Web-Feet through its hosting partner(s) to host your site or you can choose an alternative company to do this for you. We reserve the right to charge an administration fee should you use an alternative company as work will be necessary liaising with that company and ensuring web forms, databases, ecommerce shops and settings function correctly. We will not be responsible for the security, performance or accessibility of your own hosting partner. Due to the very nature of the Internet we are unable to guarantee that your site will be accessible 100% of the time. If there is a problem of any description we aim to rectify this as quickly as possible. We will not accept any liability or loss, under any circumstances, should your site become inaccessible. With respect to website security and PCI-DSS requirements, please see Clause 22)

### 5. Site Amendments After Completion

Once your site has been completed you can either maintain it yourselves or we can do it for you under a maintenance agreement (see Clause 7). If your site is unlikely to change on a regular basis we can undertake changes at the hourly rate applicable at that time. If you have a databased site many changes can be made directly using the site manager in most cases although this can vary depending on how your site is configured. If your site is a static site with no database we would usually advise you to contact us to undertake any changes you require at our standard hourly rate. When we upload your final site any changes you make after this are your responsibility. If the need arises for us to put right any work you have undertaken then this will be invoiced at the hourly rate applicable at that time. Additionally, any changes requested by you, such as removing items or adding items, will be charged at the hourly rate applied for this work. Alternatively you can opt for our maintenance agreement (see Clause 7). Please note our minimum charge is 1 hour at our standard hourly rate.

## 6. Email

When we register your domain name we will also arrange for email addresses to be set up. We will assist in configuring your computer(s) to accept the incoming emails over the phone but are unable to make site visits. We will send you a test message to which you reply confirming that the system has been correctly set up. If you make changes to your system or network or amend the email programme in any way a charge will be made to reconfigure it.

## 7. Maintenance Agreement

If you wish to make changes to your site on an ongoing basis we recommend you opt for a maintenance agreement. This is prepaid and entitles you to a set number of hours of design/development work on your site, for example revising photographs, prices, products, telephone numbers, special offers etc. The cost for the maintenance agreement will be discussed with you as it will be dependent upon the predicted workload. The agreement does not include additional pages or site redesigns - this is classed as new work and will be charged for accordingly. Charges made in relation to a maintenance agreement are non refundable and valid for the period specified in the agreement. Any unused hours cannot be carried over or be transferred without prior agreement.

## 8. Search Engine Submissions and Optimisation Services

We offer a range of search engine submission services, all of which offer slightly different levels of service. The success of listings is not however guaranteed and a new website can sometimes take several months to be ranked by the major search engines.

## 9. Site Service Renewals

**Domain Names** : renewable either every 12 or 24 months. We will only renew domain names on receipt of payment.

**Hosting Packages** : renewable annually.

**Search Engine Optimisation** : renewable annually or six monthly depending on the service/agreement. Once a service is ordered or renewed it is for the entire period and must be paid for in full irrespective of the payment terms.

**Other services** : renewable annually unless otherwise specified at the time of order.

## 10. Payment Terms

**New Orders** (except Marketing and Support orders) : on signing the order a 50% non refundable deposit is required. The balance is payable against the final invoice which will be sent prior to uploading the completed site.

**Payment must be received before the site may go "LIVE"**.

**Service renewals** : invoices are issued approximately six weeks prior to renewal date. **It is IMPORTANT that payment is received by the invoice due date to ensure continuity of services.** If payment is received late we take no responsibility for ensuring a renewal takes place once it is removed from our auto renewal service for domains or for providing continuity of service.

**All Other Invoices** : must be settled within the terms stated on the invoice.

**Payment Methods** : cheque, cash, bank transfer (BACS), debit or credit card. NB please note a 2% fee will be applied for all orders over the **total** value of £1,000 where a credit card is used as the method of payment. There is no charge for paying by debit/payment card.

**Web-Feet may charge daily interest on late payments at a rate equal to 4% per annum above the base lending rate of Lloyds TSB Bank plc.**

**11. Indirect Loss** We shall be under no liability to you for any indirect loss and / or expense (including loss of profit) suffered by you arising out of a breach of this contract by us.

**12. Title and Risk** In spite of delivery or site uploading having been made, property of the goods or work carried out by us shall not pass to you until payment has been made in full. If payment for our site design work is not cleared or site service fees are not paid, we reserve the right to suspend the use of these services until such payment is made to us.

## 13. Acceptance of Goods or Design Work

13.1 You will be deemed to have accepted the goods or design work carried out five working days after delivery to you and time shall be of the essence.

13.2 After acceptance you shall not be entitled to reject the goods or the design work which you have previously signed off.

13.3 If you properly reject any of the goods or design work which are not in accordance with the order, you shall promptly give notice of rejection to us and in any event not later than five working days after delivery to you and time shall be of the essence.

## 14. Support Agreements

If we are providing you with a databased or ecommerce site you will be required to sign up to a support agreement appropriate to the type of site. Under this agreement we will provide support via a dedicated telephone number and email facility during working hours and in the case of serious issues we will endeavour to provide limited support, but only on a 'best efforts' basis, outside of these hours. If for whatever reason you do not have a support agreement with us, support will be charged for at our standard hourly rate applicable at that time and will be done on a best efforts basis.

## 15. Remedies of Buyer

15.1 Where the Buyer rejects any design work or goods then we shall have no further rights whatsoever in respect of the supply to the Buyer of said work or goods or the same would apply given the failure, on our part, to supply work or goods which conform to the contract of sale.

15.2 Where the Buyer accepts or has been deemed to accept any design work or goods then we shall have no liability whatsoever.

## 16. Insolvency or Other Default of Buyer

If the Buyer fails to make payment for work carried out, or goods supplied, or commits any other breach of the Sales Contract, or commits an act of bankruptcy, or if any petition in bankruptcy is presented against the Buyer, or the Buyer is unable to pay his debts as they fall due, or if being a Limited company

a resolution or petition to wind up the Buyer (other than for a purpose which excludes insolvency) shall be passed, or presented, or if a Receiver Administrator or Manager shall be appointed, all sums in respect of the said work carried out or goods shall become payable immediately and we may in absolute discretion and without prejudice to any other rights we may have suspend all outstanding completion of work, services or delivery of goods and/or exercise our rights pursuant to Clause 12

#### **17. Set-Off and Counterclaim**

You may not withhold payment of any invoice or other amount due to us by reason of any right of set-off or counterclaim which you may have, or allege to have, or for any reason whatsoever.

**18. Waiver** No waiver or forbearance by us (whether expressed or implied) in enforcing any of our rights under this Contract shall prejudice its right to do so in the future.

#### **19. Force Majeure**

We shall not be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond our reasonable control.

**20. Complaints** Should you believe you have reason to make a complaint, please do so as soon as possible by telephoning 023 8027 0787, faxing 023 8027 5669 or emailing [info@web-feet.co.uk](mailto:info@web-feet.co.uk). Alternatively please write to Web-Feeet.co.uk Limited, Unit 4, 1 School Lane, Chandlers Ford, Eastleigh, Hampshire, SO53 4DG.

#### **21. Proper Law**

This contract is subject to the law of England and Wales.

#### **22. Website Security and PCI-DSS Requirements**

It is the website owners responsibility to ensure the ongoing security of both their data and their customers. In the case of any website that takes card payments it is the responsibility of the merchant to comply with PCI-DSS requirements as dictated by the PCI Security Standards Council and the website owners bank. We take no responsibility whatsoever for any failures to comply with these requirements as these are solely the responsibility of the merchant. Under no circumstances must any card data or any other sensitive data be stored or attempted to be stored on any Web-Feeet website whatsoever. If we become aware of any attempts to do so we reserve the right to inform your merchant bank and may suspend or remove services until any non compliance is remedied. All PCI-DSS compliance issues are the responsibility of the merchant and their bank and no card data is stored, processed or transmitted from any of our websites or supporting infrastructure at any time. If 3rd party access is granted to a website it is again the responsibility of the website owner to ensure PCI-DSS compliance at all times. The website owner is solely responsible for maintaining an IT security and access policy compliant with PCI-DSS at all times. Further information regarding PCI-DSS can be found here <https://www.pcisecuritystandards.org> or by contacting your bank.

#### **23. Monthly payment plans**

If you are offered and accept a monthly payment plan or agree to pay an invoice in instalments the agreement and the charge for the service is the full amount of the invoice. The agreement to accept monthly payments does not make provision for any early cancellation just because the service is paid for monthly. If agreed monthly payments are missed the full balance remaining becomes due for immediate payment and the facility to pay monthly will be withdrawn.

#### **24. Minimum charges**

Please note we charge a minimum charge of one hour at our standard hourly rate for any work undertaken. We will however advise you consider either collecting small changes to be done in one go or alternatively suggest a maintenance agreement where only used time is charged as appropriate.

#### **25. Suspension of services**

If for whatever reason a customers account is in serious arrears and/or timely payment not received for invoices sent we reserve the right to suspend all services provided to that customer until payment is made in full for any arrears on the account. We will not be responsible for any losses either direct, indirect or otherwise whatsoever, should this situation arise.