

# Terms and Conditions

---

Stafford Website Company

## Table of Contents

1. Payment terms and charges .....	3
1.1 Estimates.....	3
1.2 Invoices .....	3
1.3 Website updates .....	3
1.4 Discounts and special offers .....	3
2. How we work .....	4
2.1 Privacy.....	4
2.2 Database, application and e-commerce development.....	4
2.3 Timescales.....	4
2.4 Submission of materials.....	5
2.5 Compatibility of browsers.....	5
2.6 Database backups .....	5
2.7 Search Engine Optimisation.....	5
2.8 After project completion.....	5
2.9 Email services .....	6
3. Third party services .....	7
3.1 Servers.....	7
3.2 Website hosting .....	7
3.3 Domain names .....	7
3.4 Other third party services.....	7
4. Copyright.....	9
5. Termination of contract .....	10
5.1 Complaints .....	10
Informal complaints procedure .....	10
Formal complaints procedure.....	10

# Terms and Conditions of contract.

---

These terms and conditions provided by Stafford Website Company supersede all previous representations, understandings or agreements.

A copy of these terms and conditions is available with all project quotations, and is always available for review on our website for review. These terms and conditions must be agreed prior to work commencing. Payment of a deposit or returning a signed estimate to Stafford Website Company is an acceptance of these terms and conditions.

This Agreement shall be governed by English Law.

“Stafford Website Company” is the trading name of Midland Marketing Company Ltd, Registered in England company number 05734021. VAT registration number: 895 8511 69.

These terms and conditions are always available on our website for review.

## **1. Payment terms and charges**

All quoted and invoiced prices are subject to VAT.

### **1.1 Estimates**

Estimates are valid for sixty (60) days from the date of issue unless alternate timescales have been agreed in advance. Stafford Website Company reserves the right to withdraw from an estimate after sixty (60) days.

Any services not included in the estimate do not form part of the contract. Any additional work to that proposed in the estimate will be subject to an additional charge.

### **1.2 Invoices**

A deposit balance of fifty (50) per cent of the cost of the development will be required before work commences.

The final invoice for the cost of the development less deposit paid will be sent on completion of the website. Payment of this invoice will be required before the site can go live.

Payment is due fourteen (14) days from the date of an invoice.

Payment for services can be paid using BACS bank transfer or cheque payable to "Stafford Website Company".

Invoices not settled within sixty (60) days will be considered in arrears and incur interest of twenty (20) per cent of the nett invoice total.

If an invoice is not settled within 60 days we reserve the right to remove files and any legal costs incurred in securing payment will be chargeable to the client. Stafford Website Company may also refuse to complete any further work for the client until all invoices are settled.

### **1.3 Website updates**

Any updates required after the site has gone live will be chargeable at our standard rate of £45 per hour. Updates are accrued in ten (10) minute increments.

Website updates are invoiced every two months.

Stafford Website Company will not inform the client of the cost of any updates before implementation unless specifically stated at the time of requesting the change.

### **1.4 Discounts and special offers**

Any discount code, special offer or reduction offered by Stafford Website Company is not valid in conjunction with any other offer.

## **2. How we work**

The client agrees to delegate one single point of contact who will liaise with Stafford Website Company on the project.

Stafford Website Company will provide the client with a design based on initial discussions and materials. Once this design is approved in writing Stafford Website Company will commence with the development. Any changes to the approved design, copy or functionality will be chargeable to the client.

The site created based on the approved design may differ slightly from the graphical representation due to the way internet browsers render HTML code. Stafford Website Company will strive to replicate the approved design as closely as possible on the website.

It is the clients' sole responsibility to test and approve the completed site before it goes live.

The remaining balance of the cost of development less deposit paid will be required before the site goes live.

Any alterations to the site after it goes live will be chargeable at our standard hourly rate. Please see section 1.3 (Website updates) for more details.

### **2.1 Privacy**

All files and information provided by the client will be used for internal use only.

Stafford Website Company will not share clients' details or confidential information with any third parties. The client agrees not to disclose any confidential information about Stafford Website Company to another party.

### **2.2 Database, application and e-commerce development**

Any scripts, applications or software written by Stafford Website Company remains the copyright of Stafford Website Company. Please see section 4 (Copyright) for more information.

The code of the website cannot be altered by the client or a third party without written prior consent of Stafford Website Company. If changes are made the client accepts full responsibility for all issues which occur from this point. Stafford Website Company reserves the right to quote to repair the website to the latest available version.

It is the client's responsibility to comply with any laws and taxes which affect internet e-commerce websites.

On an e-commerce website it is the client's responsibility to ensure the VAT rate is correct.

### **2.3 Timescales**

Stafford Website Company will endeavour to complete the website project within the pre-determined timescale agreed with the client.

The Client must provide Stafford Website Company with all materials requested on the specified date.

Stafford Website Company is not liable for any costs incurred due to the failure to meet agreed deadlines.

## **2.4 Submission of materials**

All text provided by the client will be in an appropriate electronic format, and all images must be of suitable quality in .jpg, .gif or .png format.

Stafford Website Company will retain all discs and documents provided by the client for twelve (12) months after the completion of the website. The client may request the return of these items before the end of the year.

Please see section 4 for information on the copyright of submitted materials.

## **2.5 Compatibility of browsers**

All sites designed and developed by Stafford Website Company are tested in a range of browsers at the point of going live. While the appearance of a site may vary slightly due to differences in browsers, platforms and operating systems, the functionality of the site will be complete at the point of going live. In particular, Stafford Website Company will ensure the site will function to a satisfactory level on the latest releases of Microsoft Internet Explorer and Mozilla Firefox (the two most popular web browsers) at the time of going live. The site will also be tested and optimised where possible on other browsers, mobile and tablet devices.

Stafford Website Company cannot guarantee the functionality of a site should software updates to browsers, platforms or operating systems change the display of a site.

## **2.6 Database backups**

The client can commission Stafford Website Company to provide a backup of their website database. Depending on a client's requirements, this may be scheduled weekly, fortnightly or monthly.

Should accidental loss occur on the client's website, Stafford Website Company can re-instate the page to the latest backup. Backup files are kept for six (6) weeks.

Stafford Website Company accepts no responsibility to provide regular backups of the website and database if the backup service is not commissioned.

## **2.7 Search Engine Optimisation**

All web pages created are built with search engines in mind.

Do to the ever changing nature of search engine algorithms, we cannot guarantee the search engine position a website will achieve. Stafford Website Company can accept no liability should a site ranking decline.

## **2.8 After project completion**

Any amendments requested by the client after the point of going live will be chargeable at Stafford Website Company's usual hourly rate.

Stafford Website Company may from time to time recommend updates to a client's website to comply with new legislation, software releases or web standards. Stafford Website Company

reserves the right to quote for any updates suggested. Stafford Website Company is not liable for any failure to inform or implement these updates.

## **2.9 Email services**

The client may contract Stafford Website Company to provide email address(es).

The client agrees that the email service is not designed to store mail, and it is the client's responsibility to download mail and keep a backup of emails.

Stafford Website Company accepts no liability for the loss of emails.

### **3. Third party services**

#### **3.1 Servers**

Sites hosted by Stafford Website Company are stored on a secure, dedicated server provided by UKfast Ltd.

The responsibility for this server rests with UKfast Ltd, Stafford Website Company are in no way accountable for it or any loss of data.

#### **3.2 Website hosting**

Unless otherwise specified in the project proposal or quotation, all websites are to be hosted on the Stafford Website Company dedicated server. This server is provided by UKFast Ltd ([www.ukfast.co.uk](http://www.ukfast.co.uk)).

Websites hosted on Stafford Website Company's dedicated server offers guaranteed protection courtesy of UKFast Ltd.'s hosting service level agreement. The features of this hosting package include:

- Network Guarantee - 100% connectivity guarantee
- Hardware Guarantee - One hour hardware replacement, Labour and parts warranty and replacement
- Support Guarantee - 15 minute rapid response and full report promises, 24/7 reboot, 24 hour emergency telephone support

More details can be found at <http://www.ukfast.co.uk/service-level-agreement.html>.

If the site is to be hosted on a third party server, Stafford Website Company must be granted the necessary permissions to install the website on the server. It is the client's responsibility to ensure the server is configured as necessary and that all the required packages and libraries are installed.

If a separate testing area is to be used for the development of the site at the request of the client, it is the client's responsibility to ensure the testing environment is identical to the final site location.

Stafford Website Company reserves the right to refuse to host or handle and material which may be deemed offensive, illegal, or inappropriate and to terminate a hosting agreement at any time should a client be in breach of this.

#### **3.3 Domain names**

Stafford Website Company may purchase domains on behalf of a client at the client's request. Unless otherwise stated, the domain will be registered in the client's name.

Domains registered on behalf of a client by Stafford Website Company will be renewed and invoiced annually, unless written notification is received by ninety (90) days before the renewal date.

Domains registered by the client remain the responsibility of the client.

#### **3.4 Other third party services**

Stafford Website Company may require the use of third party services, such as payment gateways to complete your web project.



Stafford Website Company will provide e-commerce clients with details of recommended payment gateways. Stafford Website Company reserves the right to quote to integrate any non-recommended payment gateway with a client's e-commerce suite.

While we will ensure any services are fully integrated and functional at the time of going live, we cannot be held responsible for any subsequent issues with the integrated services.

Stafford Website Company is not liable for any bugs, performance issues or failures in code provided by third parties.

## 4. Copyright

Copyright for all aspects of the project will remain with Stafford Website Company until all accounts are paid in full.

The copyright of the completed project covering designs, images and pages commissioned through Stafford Website Company is the property of the client.

Stafford Website Company may include development credits and links on designs and code produced by Stafford Website Company.

Stafford Website Company may include the development of a client's site in a portfolio of work.

The client retains the copyright to all information, files and images provided by the client.

The responsibility to obtain copyright of all images and information from third parties is that of the client. By entering into a contract with Stafford Website Company the client agrees that the appropriate licences and permissions for all materials submitted have been obtained. Evidence of the right to use materials may be requested.

These terms and conditions limit the client to using the design and code commissioned by Stafford Website Company on one website and one domain only, unless in the case of prior written acknowledgement from Stafford Website Company.

Any scripts, applications or software written by Stafford Website Company remains the copyright of Stafford Website Company and can only be transferred, reproduced, resold or modified with the express permission of Stafford Website Company.

## **5. Termination of contract**

Termination of the web development contract must be requested in writing by the client and will be effective on receipt of termination notification.

Stafford Website Company reserves the right to charge for work completed beyond the balance of the deposit paid in the case of a termination of contract.

If the client should go into compulsory or involuntary liquidation or cannot pay its debts Stafford Website Company reserves the right to cancel all projects and invoice the client for all work completed to that point.

### **5.1 Complaints**

#### **Informal complaints procedure**

A client who experiences a problem with a service provided by Stafford Website Company should raise the matter directly with Penny Gamble, Managing Director, at the earliest opportunity by email. The client should provide evidence of the complaint (such as an email communication). Stafford Website Company will strive to resolve the issue as quickly as possible.

#### **Formal complaints procedure**

The formal complaints procedure can be used when the client does not feel he has had an informal complaint satisfactorily resolved.

A formal complaint should be made in writing to Stafford Website Company, who will acknowledge receipt of the complaint and ensure the matter is looked into at the earliest opportunity.

A full and considered response to the complaint will be completed within 30 days of receipt, together with a plan of action for any remedy work which may need completing.