

## Web Enhancements Terms and Conditions of Business

### Definition of our terminology as used within this document:

1. A 'Project' is any work undertaken or service provided by Web Enhancements for the Client on their request and as described in our confirmation order email to that Client.
2. A 'Client' is a person, persons, business or organisation using any of the services provided by Web Enhancements.
3. 'Live Mode' means the date the website is available on the Client's chosen domain.
4. 'Domain' is the website address as specified by the Client.
5. 'Open Source Software' is software made freely available to anyone under the GNU General Public License (GPL).
6. 'Hosting' is a yearly cost to keep a clients website activated online.
7. 'Content' is both text and images that the Client requires on the website.
8. 'mb' stands for megabytes and is a measure of storage space.

### Web Enhancements Ltd Terms & Conditions

1. The contract between Web Enhancements and the Client will be on these conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.
2. The works to be carried out shall be as set out in the Web Enhancements confirmation order email.
3. Email will be the method of contact with regard to all communication. Although Web Enhancements can be contacted by telephone, we will use email as our method of communication and therefore it is the Client's responsibility to inform us of any change in email address so we always have up to date email contact details. Web Enhancements can not be held liable in any way relating to communication issues if we are not supplied a valid email address. Web Enhancements will acknowledge all emails within 3 working days.
4. Web Enhancements will only commence work on a Project after receipt of a non refundable, 50% deposit of the quoted Project fee from the Client. Web Enhancements will also require 25% payment upon overall approval of the home page design. The final 25% payment is to be made on completion of the website. The website will be switched to Live Mode once the Clients remaining balance is paid in full.
5. The deposit paid to Web Enhancements covers the cost of design work carried out as well as any admin work and communication with Web Enhancements. The deposit is non refundable.
6. Web Enhancements shall expect the Client to carry out sufficient research before proceeding with a website. This will include checking that the website/idea/business will operate legally. It is important that the website is not in any way illegal.
7. It is important for the Client to keep in contact with Web Enhancements throughout the entire Project. If a Client does not make contact for 2 weeks we will make up to 5 attempts to

contact the client by email using the email address specified when the client place their order. If we do not receive a response to these attempts of contact the Project may be terminated, and the deposit will not be refunded. We will levy a £50 admin charge if the client later returns and wishes to continue work on their project.

8. Where images used on the website have been purchased by Web Enhancements on behalf of the Client, these images are strictly for use on the website only. Web Enhancements are not liable for misuse of these images by the Client or any other person's copying, altering or distributing the images to individuals or other organisations.
9. Web Enhancements will host the website if the Client requires us to do so and on receipt of full payment of our Hosting fees. In doing so, Web Enhancements will endeavour to provide a reliable and professional service to the Client at all times but do not guarantee that the website Hosting will be available at all times, especially in the event of a technical failure beyond our control.
10. All hosting offered by Web Enhancements is limited to 200mb of website space unless otherwise stated in a separate contract. If your site requires more than 200mb of space we will advise of other hosting solutions and then cease hosting the site.
11. Web Enhancements cannot be held responsible for anything adversely affecting the Client's business operation, sales, or profitability that might be claimed is a result of a service offered by Web Enhancements.
12. Where asked to provide search engine optimisation for a Client, Web Enhancements do not guarantee any specific placement or high ranking on search engines.
13. Web Enhancements will provide the Client with an expected completion date for the Project (live on the internet) if requested. Web Enhancements will endeavour to meet any given deadline, but do not guarantee and are not bound in any way to complete the Project by this date. The expected completion date provided by any employee of Web Enhancements is purely an estimate.
14. It is the Client's responsibility to check with Web Enhancements whether Open Source Software is being used or not.
15. The Client shall not be charged for Open Source Software. If there is a charge for a website using Open Source Software, the Client is paying for the installation time. Open Source Software is not owned by Web Enhancements or the Client.
16. Web Enhancements own all design and code of the website until final payment has been received in full. Once final payment is received, the Client will then own the design and code of the website, unless Open Source Software is used. Images will have been purchased by Web Enhancements for the Client, unless the images have been supplied by the Client. Images purchased by Web Enhancements are licensed only for use on the client website and are limited to no more than 20 images dependent on the size of the project. Item 17 is subject to item 16.
17. All images displayed on the Client's website will only be used after authorisation by the Client, and are the sole responsibility of the Client regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any images supplied by the Client or Web Enhancements, they will be the sole responsibility of the Client.
18. Domain names will be registered by Web Enhancements and also registered to the Web Enhancements current address. Although the domain names are registered to Web

Enhancements , the Client is the legal owner of the domain and if they request to have details changed or the domain transferred elsewhere, Web Enhancements will do this within a reasonable timeframe.

19. A domain name will be registered by Web Enhancements on behalf of the client once we have received the 50% deposit, 25% design payment, 25% final payment and a completed creative brief.
20. It is the responsibility of the Client to renew their domain names when due. If a domain name expires, Web Enhancements can not be held liable for this. However, Web Enhancements will make reasonable effort to contact the Client regarding domain renewal.
21. When a Client renews Hosting with Web Enhancements , this also includes domain renewal if the renewal is needed to keep the site functioning and was purchased as part of the Hosting package. If the Client does not renew the Hosting, their domain name could be made available to the public for purchase and Web Enhancements can not be held liable for this.
22. Renewal of Hosting is due on a yearly basis. The date of renewal will be annually from the date the website was made live. The Hosting will not be renewed if Web Enhancements cannot contact the Client or the Client requests for Web Enhancements to not host this site. This will also affect the domain as per item 22.
23. The Hosting renewal charge must be received within 10 days of the Hosting expiry date. Web Enhancements reserve the right to deactivate any website where the Hosting has expired and the Client has not paid the renewal charge. There will be an admin fee set by Web Enhancements for reactivating the website/Hosting.
24. If the Client does not use Web Enhancements Hosting services, then the management and Hosting of the Domain name are the full responsibility of the Client.
25. Hosting fee's will be explained in your quotation and are subject to change. Hosting is free for the first year and therefore you can move host should you not want to host with Web Enhancements after the first year.
26. Web Enhancements has no control of, or responsibility for, the content of Clients' websites. In no way does the textual or image based Content of our Client's web sites constitute Web Enhancements endorsement, or approval of the website or the material contained within the website. Web Enhancements has not verified any of the materials, images or information contained within our Client's web sites and is not responsible for the content or performance of these sites or for the Client's transactions with them. Web Enhancements provides links or references to our Client's websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but does not guarantee or warrant that such links will point to the intended Client site at all times.
27. Web Enhancements shall place a small text link on the footer of a Clients website that simply states the website was designed by Web Enhancements and links to our company website.
28. Web Enhancements are not liable for loss, damage or corruption to files or information stored on its servers or individual PCs relating to a Client's website. The Client is solely responsible for any information or files relating to its website.
29. If a Domain name is purchased by the Client through a company other than Web Enhancements, the Client has full responsibility in making sure that the domain name is renewed when due. Web Enhancements will not renew the Domain name when annual Hosting

renewal is due if the Domain name is purchased through a company other than Web Enhancements.

30. Web Enhancements makes no claims that the contents of this website may be lawfully viewed or downloaded outside England and Wales. Access to this website may not be legal by certain persons or in certain countries. If this website is accessed from outside of the United Kingdom, it is done at own risk and the visitor is responsible for compliance with the relevant laws of the visitor's jurisdiction. The terms and conditions of this website are governed by the laws of England and Wales. Jurisdiction for any claims arising in respect of this website's Content shall lie exclusively with the courts of England. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.