



WEBSITE & SERVICES TERMS

The following terms and conditions apply to all website development/design services provided by RWebsite UK.

1. Acceptance.

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply for a service. If a Client accepts a service verbally then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

2. Charges.

Charges for services provided by RWebsite UK are defined in the project quotation that the Client receives via e-mail and/or in writing. Quotations are valid for a period of *30 days*. RWebsite UK reserves the right to alter or decline to provide a quotation after expiry of the *30 days*.

Unless agreed otherwise with the Client, all services require an advance payment of a minimum of *50%* of the project quotation before any work is commenced. The remaining balance is due upon completion of the work and any upload onto the server. Payment for services is due by bank transfer. Bank details will be made available on invoices.

3. Client Review.

RWebsite UK will provide the Client with an opportunity to review the appearance and content of the website any other services during the design phase on regular intervals and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies RWebsite UK otherwise within ten **(10) days** of the date the materials are made available/live to the Client.

4. Turnaround Time and Content Control.

RWebsite will install and publicly post or supply the Client's website by the date specified in the project proposal, or at date agreed with the Client upon receiving initial deposit, unless a delay is specifically requested by the Client and agreed by RWebsite UK. In return, the Client agrees to delegate a single individual as a primary contact to aid RWebsite UK with progressing the project in a satisfactory and expedient manner. During the project, RWebsite UK will require the Client to provide website content; text, images, movies and sound files etc. to populate the website unless otherwise agreed.

5. Failure to provide required website content.

We require information at least one **(1)** week prior to the agreed completion date. On any occasion where progress cannot be made with your service because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a delay on the completion of project depending on availability.

Please do not give us the go ahead to start until you are ready to do so.

6. Payment.

Invoices will be provided by RWebsite UK upon acceptance and completion but before publishing the live website or service. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices.

7. Additional Expenses.

Client agrees to reimburse RWebsite UK for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography, plugins etc. This payment will be agreed with client prior to being invoiced.

8. Web Browsers.

RWebsite UK makes every effort to ensure websites/services are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (**e.g. Firefox, Microsoft Edge, Google Chrome, etc.**). The client agrees RWebsite UK cannot guarantee correct functionality with all browser softwares across different operating systems.

We cannot accept responsibility for web pages which do not display acceptably in obsolete version or new versions of browsers released after the website have been designed and handed over to the Client. As such, RWebsite UK reserves the right to quote

for any work involved in changing the website design or website code for it to work with updated browser software.

9. Default.

Accounts unpaid thirty **(30)** days after the date of invoice will be considered in default. If the Client in default maintains any information or files on RWebsite UK's Web space, we will, at its discretion, remove all such material from its web space. RWebsite UK is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account.

10. Termination.

Termination of services by the Client must be requested in a written notice or email and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until confirmed in writing **(email/text)**. Deposits are non refundable and any terminations will not need to be paid in full unless there have been additional expenses as stated above in Clause 7

11. Indemnity.

All RWebsite UK services may be used for lawful purposes only. You agree to indemnify and hold RWebsite UK harmless from any claims resulting from your use of our service that damages you or any other party.

12. Copyright.

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants RWebsite UK the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting RWebsite UK permission and rights for use of the same and agrees to indemnify and hold RWebsite UK Harmless from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to RWebsite UK that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

13. Standard Media Delivery.

Unless otherwise specified in the project quotation, this agreement assumes that any text will be provided by the Client in electronic format (text files delivered on USB drive or via e-mail or FTP) and that all photographs and other graphics will be provided in .gif, .jpeg, .png or .tiff format.

Although every reasonable attempt shall be made by RWebsite UK to return to the Client any physical images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

14. Design Credit.

A link to RWebsite UK will appear in either small type or by a small graphic at the bottom of the Client's website/service. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, a removal fee of 20% of the total development charges will be applied. When total development charges are less than **£500**, a fixed fee of £100 will be applied. The Client also agrees that the website developed for the Client may be presented in RWebsite UK's portfolio.

15. Access Requirements.

If the Client's website is to be installed on a third-party server, RWebsite UK must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP or Cpanel directly.

Depending on the specific nature of the project, other resources might also need to be configured on the server.

16. Post-Placement Alterations.

RWebsite UK cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Rework charges will apply to reverse any changes.

17. Domain Names.

RWebsite UK can purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the RWebsite UK. The renewal invoice will be emailed to the client thirty **(30) days** in advance. These renewals are generally annually where a invoice will be sent for renewal. The loss or cancellation of the domain

brought about by non or late payment by the client is not the responsibility of RWebsite UK

The Client should keep a record of the due dates for payment to ensure that payment is received in good time to avoid downtime

18. General.

These Terms and Conditions supersede all previous representations, understandings or agreements.

The Client's acceptance via email, text or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

19. Governing Law.

This Agreement shall be governed by English Law.

20. Liability.

RWebsite UK hereby excludes itself, its Employees and or Agents from all and any liability from:

Loss or damage caused by any inaccuracy;

Loss or damage caused by omission;

Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;

Loss or damage to clients' artwork/photos, supplied physically. Immaterial whether the loss or damage results from negligence or otherwise. We suggest all data is provided electronically.

The entire liability of RWebsite UK to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

21. Maintenance Services.

We offer long term relationships with our clients and will offer a reduced fee of **£40** p/h for any rework/changes/upgrades to a previously paid service.

22. Confidentiality.

All material and data provided to RWebsite for the use of the Clients projects is strictly private and confidential. RWebsite UK adhere to the GDPR Guidelines very closely. Any content will not be published on any platform, apart from the website going live without the clients consent.

23. Ownership.

RWebsite does not rent or loan any services. A one off cost is applicable to all services as the final product is solely owned by the client.

www.rwebsite.co.uk