



## Terms and Conditions

This Agreement constitutes the entire agreement between the Customer and WebServerUK. The Customer accepts, and agrees to be bound by, this Agreement.

### Agreement to Terms and Conditions

This Agreement takes effect on the date on which the Customer first uses the services provided by WebServerUK or when the Customer pays for their services, whichever is the earliest.

### Billing Information & Privacy

Your credit card will be charged by Google or PayPal. "GOOGLE \* WebServerUK " will appear by the charge on your credit card statement or the title PayPal payment. To process your order, WebServerUK will have access to your address and email.

### Return Policy for WebServerUK

WebServerUK will endeavour to fulfill all obligations under the agreement as received by either fax or email. However, in matters beyond the control of WebServerUK (only in relation to adwords or pay per click listings) WebServerUK cannot fulfill the terms as set out in its signed agreement, a full refund of any moneys owed paid pro-rata will be refunded from the date of the order to the last day of display.

Please allow 24 hours for key word and web site activations as listed in our agreement.

### Hosting and e-mail services

WebServerUK may not always monitor the contents of the Customer's pages. Files that the Customer uploads to their web pages are subject to withdrawal without notice by WebServerUK upon complaint about their content.

Where applicable the customer agrees to keep secure their WebServerUK identification, password and other confidential information relating to their account, if they have been supplied with such information.

WebServerUK will ensure that adequate backups are kept for all web sites hosted by WebServerUK. WebServerUK uses one of the largest and most reliable ISP providers available to the UK market but can not be held responsible for temporary glitches in the service provided.

WebServerUK will invoice the customer for any hosting renewal fees as and when they become applicable. The customer must pay these fees to avoid interruption to the service. Hosting is charged on an annual basis whereby payment is made in advance. Renewals are subject to payment 14 days before renewal date is due.

WebServerUK cannot guarantee and do not accept responsibility for lost email, online orders, bookings, and so forth from their web site.

### Web Design Services

Upon acceptance of order a 25% deposit is required.

WebServerUK will always work with the client in ascertaining your needs with regards to design content and layout, where this is unclear, WebServerUK reserve the right to use it's judgment in the interpretation of the design of Internet web pages in relation to the material that we receive from the User.

The client should provide an outline design brief. WebServerUK will then prepare a storyboard web site to establish site design, look, feel, navigation and content. Upon acceptance of the storyboard a further 25% of the value of the site is required.

WebServerUK will suggest and work towards suitable time scales for site completion however we will not be held liable for missed deadlines where it is deemed out of our control.

The customer is required to pay the final payment on the date the web project is allocated for public viewing.

WebServerUK make every effort to check a site once it is completed but cannot be held responsible for errors found after a site has gone live. All errors will be corrected, as and when notified.

### Domain Names

WebServerUK shall not be liable for any loss, claim, lost revenue, or otherwise be accountable, should we be unable to process the requested domain name. Should we be unable to process a domain name registration request we will either provide a refund or provide an alternative domain name.

WebServerUK shall accept no responsibility for the loss of domain name(s) due to the customers failure to respond to our notification of renewal or failure to pay invoices for renew.

WebServerUK reserves the right to withhold or prevent the release of domain name(s) should the client default on their account. All services remain under the control of WebServerUK until such time the account is paid in full.

WebServerUK will impose a charge of £10.00 to release a domain name to another IPS tag.

### **Maintenance and Charges**

Maintenance charges are calculated on a per project basis. We do provide a facility whereby a monthly charge for updates and maintenance can be paid. The payment is made regardless of any work is undertaken in a specific month. Please contact us for further details.

Maintenance may be cancelled at any time by the customer allowing 3 months prior notice.

Maintenance includes monthly submission to search engines, small textual changes to the customers web site, on line statistic generated week by week, help and support and regular communication via phone calls or newsletter.

Maintenance costs are negotiable depending upon requirements and size of site.

While WebServerUK strive to provide a comprehensive Internet marketing service we can not guarantee that every Search Engine will index or list the web pages or web sites that are submitted to them by WebServerUK.

The Customer agrees to pay all charges for their use of services at the prices agreed and set in the contract.

All web pages, scripts, databases, graphics or other digital products created by WebServerUK remain the property of WebServerUK until payment for such products is received in full.

### **Termination**

WebServerUK expressly reserves the right to terminate or suspend the Customer's account without prior notice should the Customer fail to comply with these Terms and Conditions or fail to pay an invoice in full as in the stated payment terms as displayed on the invoice. The Customer will not be entitled to any compensation whatsoever in the circumstances of termination and WebServerUK will not be liable for any consequential loss whatsoever in relation to termination of the Customer's account in any circumstances.

### **Exclusion of Warranties and Limitation of Liability**

WebServerUK will at all times use its best endeavours to attempt to maintain an uninterrupted and error-free service, however WebServerUK make no representations or warranties regarding the services provided by them and do not warrant that use of WebServerUK's services will be uninterrupted or error-free.

Our Terms & Conditions are subject to change without prior written notice.