

Terms & Conditions

1. The Parties

- 1.1. This agreement is between Easy Web Sites Ltd, registered in England. Company Number 6044877 whose registered office is at 316 Blackpool Road, Fulwood, Preston, Lancashire, PR2 3AE hereinafter known as the 'developers' and the client specified in the agreement hereinafter known as the 'client'.

2. Terms of the agreement

- 2.1. This agreement covers the website of the 'client' hereinafter known as the 'website'.

3. Domain name

- 3.1. The owner of the domain shall be, and continue to be the 'client'. The 'developers' claims no rights to the ownership of the domain name and will only be acting on behalf of the 'client' in making such payments required to maintain the ownership of the domain.
- 3.2. The 'developers' will be responsible for all administration associated with the on-going maintenance of the domain name until termination of this contract.

4. Domain Name Transfer

- 4.1. The 'developer' reserves the right to charge an administration fee for any and all domain name transfers.
- 4.2. The 'client' shall be responsible for all administration tasks pertaining to their current domain name registration including all on-line, written and telephone correspondence, plus all activities that involve accessing their current domain name registration account via a username and password.

5. Ownership of content

- 5.1. All text and images supplied by the 'client' shall remain the copyright of the 'client' and cannot be used by the developers other than for the exclusive use on the 'website' of the 'client'.
- 5.2. The layout and design of the 'website' shall remain the copyright of the 'developers' and cannot be used by the 'client' after termination of this contract without prior written consent.
- 5.3. It is the responsibility of the 'client' to seek relevant permission to use any 'brand logo's or other corporate content on the 'website' of the 'client', the developers accepts no liability if permission is not obtained.

6. Hosting

- 6.1. The cost of hosting the 'website' is included within the overall price quoted.
- 6.2. The 'developers' are free to choose an appropriate company to host the 'website' and reserve the right to change the host provider. The 'developers' will endeavour to minimise any downtime for the 'website' if a change of host is necessary.

7. On-going maintenance and updating

- 7.1. The 'developers' will design, maintain and update, within the terms of this agreement, the website of the 'client'
- 7.2. The 'client' will have unlimited updating to the existing design provided that images and text are provided to the 'developers' or can be accessed from a corporate website.
- 7.3. The 'client' has the responsibility of informing the 'developers' of changes that need to be made implemented on the 'website', the developers will complete all requested changes within 14 days.

8. Search Engine Submission

- 8.1. The 'developers' will submit the 'website' to search engines such as Google.
- 8.2. The 'developers' will endeavour to ensure that the 'website' is constructed in such a manner that will return the 'website' on major search engines.
- 8.3. The 'developers' cannot guarantee a listing with any search engine and accept no liability for the non-inclusion or a poor ranking.

9. Web Statistics

- 9.1. The 'developers' will provide to the 'client' on a monthly basis the number of distinct visitors to the 'website'.

10. e-mail boxes

- 10.1. The 'developers' will provide up to five mail boxes for use with the 'website', they shall be protected with 'anti virus' and 'anti spam' as provided by the hosting company being used by the 'developers'
- 10.2. The 'developers' have a duty to ensure that 'anti virus' and 'anti spam' protection is maintained on the mail boxes of the 'website' although the developers cannot accept responsibility for any spam or viruses that the 'client' receives as 'anti virus' and 'anti spam' protection cannot be 100% guaranteed.

11. Costs

- 11.1. The 'client' shall pay to the 'developers' the agreed sum, per calendar month, payable on the first day of each calendar month by standing order directly into the bank account of the 'developers'.
- 11.2. The first payment will be due on the first day of the month following the date of this agreement.
- 11.3. An annual 'schedule of payments' corresponding to the costs of this agreement will be provided to the 'client'.

12. Price Increases

- 12.1. The 'developers' reserve the right to increase the prices of this agreement.
- 12.2. Prices will be reviewed on the first of January each year and any proposed increases will be notified to the 'client' with three months written notice.
- 12.3. The 'developers' guarantee not to increase prices in the first 12 months of this contract.

13. Advertising

- 13.1. The 'developers' shall be allowed to place an e-mail address or a link to the website of the 'developers' to advertise his services, this will appear on all pages and normally will use the text 'design easy-web-sites.co.uk'

14. Domain Transfer Costs

- 14.1. The 'client' shall be liable for any administration costs associated with the transfer of domain names to the hosting company chosen by the 'developers', these are normally paid direct to the existing hosting/domain name registration company used by the 'client'.

15. Termination

- 15.1. This agreement can be terminated by either party with three months notice in writing, but shall not be less than 12 months from the date of the initial payment.

16. 'Library' & 'Stock' images

- 16.1. 'Library' & 'Stock' images purchased by the 'developers' are licensed solely to Easy Web Sites Ltd for use on websites built and managed by the 'developers'.
- 16.2. The 'developers' cannot supply copies of these images for use on the 'clients' marketing material.
- 16.3. 'Library' & 'Stock' images purchased by the 'developers' cannot be used on a website after termination of this contract.
- 16.4. The 'developers' reserve the right to refuse any image selected by the 'client'. In all matters relating to 'Library' & 'Stock' images, the 'developer' shall make the final decision.

17. 'Non Payment'

- 17.1. 'The 'developers' reserve the right to ask for the full first 12 months payments should a monthly payment be missed..
- 17.2. The 'developers' reserve the right to withdraw services i.e. website and e-mail services should a monthly payment be missed
- 17.3. The 'developers' will give 7 days notice by e-mail of their intentions to withdraw services

18. Search Engine Optimisation

- 18.1. 'The 'developers' cannot guarantee that search engine returns will improve as a result of 'search engine optimisation' campaigns
- 18.2. The Search Engine Optimisation campaign is based on a minimum period of activity which is agreed by the 'client' and the 'developer'.
- 18.3. In all cases in the event of cancellation by the 'client', the full value of any contract entered into will fall payable from the 'client' to the 'developer'.

19. Specification Amendments

- 19.1. 'The developers will agree a project specification with the client at the point where the order is placed by the client signing the contract and submitting initial payment.
- 19.2. Amendments to the project specification requested by the client after initial payment has been made will be subject to additional payment at the prevailing rates for development.
- 19.3. The project specification is as detailed in the current pricelist discussed with the client, or in the letter specification provided by the developers to the client during the proposal development process.
- 19.4. In the event of the client deciding not to make additional payment for amendments, the developers reserve the right to refuse to implement the requested amendments and will publish the website according to original agreed specification.

20. Cross Platform Compatibility

- 20.1. The developers will make all reasonable steps to ensure that published websites are compatible with all major operating systems and internet browser programmes.
- 20.2. Platform specific website presentation on mobile and tablet devices is not included in the project specification unless requested by the client and agreed by the developers.
- 20.3. The developers will reserve the right to charge additional fees for work undertaken to develop platform specific websites and website elements (e.g. embedded video) at the request of and with the agreement of the client.