



Terms and Conditions of supply of service for QC Website Design and clients

1. General

These terms and conditions (Terms) are written in plain and easy-to-understand English and should be read using the ordinary everyday meaning.

1.1 The following words and phrases have special meanings in these terms:

“QC Website Design”, “we”, “us”, or “our” refers to QC Website Design including any other person or company acting as a duly authorised representative or lawful agent of QC Website Design.

“Client”, “you”, or “your” refers to the person, business or company from whom orders for work are received and with whom QC Website Design enters into a lawfully binding contract.

1.2 These terms are a complete and exclusive statement of the agreement between QC Website Design and the Clients of QC Website Design to supply work from time to time to the Client.

1.3 They supersede all understandings or prior agreements whether written or oral, and all representations or other communications.

1.4 They apply whenever business is conducted between us both.

1.5 Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract / Proposal and shall have no effect unless agreed to in writing by the other party.

1.6 We may, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the reasonable charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will ensure that the Third Party Contractor fees which are recharged to you are in line with the fees we will have quoted to you, had we done the work ourselves. We will take all reasonable care in selecting and instructing a Third Party Contractor.

2. Prices

2.1 The price for the supply of services and or goods is set out in the Proposal. We shall invoice you on delivery. Invoiced amounts shall be due and payable once the goods have been delivered.

2.2 We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of England.

2.3 The price of the services and goods is exclusive of Value Added Tax or any other taxes, duties, royalties etc. If any such tax, duty or royalty becomes payable on the sales price, we shall have the right to charge that amount at the rate prevailing at the relevant tax point.

2.4 Payment terms are specified in the Proposal they are typically 50% payment as a deposit, 30% upon approval of the website design and 20% upon completion of the website. Completion is deemed when the website is place on your domain name. Payment must be made within 14 days of invoice.

3. Risk

As soon as we have delivered the goods or services, you will be responsible for them and we will not be liable for their loss or destruction. Therefore, you would need to take necessary steps to insure the items. If you delay a delivery, our responsibility for everything other than damage due to our negligence will end on the date we agreed to deliver them.

4. Ownership of the Goods

You will only own the website once it has been successfully uploaded on our or your server with your domain name and when we have received cleared payment in full. The website and other work supplied are not for resale. Until cleared payment has been made the website remains our property.

5. Delivery

We will upload the agreed completed website on to the server using the agreed domain name. It is important that details of your server are accurate with regard to IP address, directories, user name and password. We cannot accept any liability for any loss or damage to the website once they have been uploaded in accordance with your instructions (unless this is caused by our negligence).

Completed work or websites not to be put on the Internet will be either Zip filed and sent by email or burned on to a CD and sent by recorded delivery as agreed in the Proposal prior to commencement of work.

We will aim to deliver the website or complete work undertaken in a reasonable time frame but completion times are not guaranteed. If delivery is delayed by us due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will advise you of the revised date.

6. Website Design

6.1 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, they will be the sole responsibility of the Client.

6.2 A domain name will be registered by QC Website Design on behalf of the client once we have received the deposit.

6.3 Domain names will remain the property of QC Website Design until the clients account is paid in full. They will be registered by QC Website Design and also registered to the QC Website Design current address. Although the domain names are registered to QC Website Design, the client is the legal owner of the domain and if they request to have details changed or the domain transferred elsewhere, QC Website Design will do this, at cost price for the transfer fees required, relevant to the domain name.

6.4 It is the responsibility of the client to renew their domain names when due. If a domain name expires, QC Website Design cannot be held liable for this. However, QC Website Design will make reasonable effort to contact the client regarding domain renewal. If the client does not renew the hosting, their domain name could be made available to the public for purchase and QC Website Design cannot be held liable for this.

6.5 Renewal of hosting is due on a yearly basis. The date of renewal will be annually from the date the website was completed (when the website was placed on the client's domain name). The hosting will not be renewed if QC Website Design cannot contact the client or the client requests QC Website Design not to host there site.

6.6 The hosting renewal charge must be received before the hosting expiry date. QC Website Design 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 administration fee of £50.00 set by QC Website Design for reactivating the website/hosting.

6.7 If the client does not use QC Website Design hosting services, then the management and hosting of the domain name are the full responsibility of the client.

6.8 QC Website Design has no control of, or responsibility for, the content of Clients' websites.

6.8.1 In no way does the textual or image based content of the client's web sites constitute QC Website Designs endorsement, or approval of the website or the material contained within the website.

6.8.2 QC Website Design has not verified any of the materials, images or information contained within the client's web sites and is not responsible for the content or performance of these sites or for the client's transactions with them.

6.8.3 We reserve the right to not use material which we believe infringes copyright (unless proof of permission is given), or of any illegal or inappropriate nature. Materials include adult content, including pornography or otherwise lewd or obscene material.

- 6.9** QC Website Design is 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.
- 6.10** If a domain name and or hosting is purchased by the client through a company other than QC Website Design, the client has full responsibility for making sure that the domain name and or hosting is renewed when due.
- 6.11** QC Website Design 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, QC Website Design 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.
- 6.12** All hosting offered by QC Website Design has adequate website bandwidth. If the client abuses the websites bandwidth we reserve the right to remove the website from the Internet and stop the hosting. Should more website bandwidth be required this will be provided for the client.
- 6.13** QC Website Design 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 QC Website Design.
- 6.14** All websites designed by us have a basic search engine optimisation applied in their creation. Where asked to provide specific search engine optimisation for a client, QC Website Design does not guarantee any specific placement or high ranking on search engines result pages.

7. Performance

- 7.1.** We will manufacture and deliver the website or work undertaken within the agreed time.
- 7.2.** If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what if any work is to be undertaken. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.
- 7.3.** If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out.

8. Payment

- 1.1** Unless the Agreement provides otherwise, the price for the goods and/or services shall be payable no later than 14 Days from the date of the relevant invoice. Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.
- 1.2** Payments can be made by cash, cheque and through Bankers' Automated Clearing Services (BACS). If you make payment you must inform me that you are going to make a pay by BACS (allowing two days for the transfer of funds). Details of how to make a BACS payment will be given on request.
- 1.3** Returned cheques will incur a £20.00 charge to cover banking fees and administrative costs. In the instance of a second returned cheque, we reserve the right to terminate any agreements, arrangements and services provided. All projects and service will cease with immediate effect until such times as any and all outstanding monies are recovered in full.

9. Warranty

We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

10. Right to Cancel

- 10.1 We will permit you to cancel this Agreement by sending written notice no later than 7 days after the date on which this Agreement has been agreed and the 50% payment has been made. If you request cancellation at a later date, then unless we are in breach of contract, we will invoice you for all the work undertaken prior to the date of cancellation.
- 10.2 If you have received the website or work carried out before you cancel this Agreement then you must send the website or work carried out back to our contact address at your own cost and risk. If you cancel this Agreement but we have already processed the website or work carried out for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.
- 10.3 We reserve the right to cancel or amend the cost estimate of the Agreement if the website or work you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers. If the revised cost estimate is not accepted by you we reserve the right to cancel the agreement.

11. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

12. Liability

- 12.1. Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.
- 12.2. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.
- 12.3. Where we need to carry out work on your premises and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.
- 12.4. In the event of our losing or damaging your goods, we will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item or provide you with a full refund if we have been negligent.
- 12.5. Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.
- 12.6 Failure or delay by us in enforcing or partially enforcing any provision of the Terms and Conditions shall not be construed as a waiver of any of our rights under the Terms. Any waiver by us of any breach of, or any default under, any provision of the Terms by you shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Terms.

13. Governing Law and Jurisdiction

Parties to these terms and conditions agree to submit to the exclusive jurisdiction of the courts of England and Wales.

14. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

15. Third Party Rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

16. Client Services

- 16.1. To protect your own interests please read the conditions carefully before signing them. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone to the address and telephone number set out above.
- 16.2. If you are unhappy with any aspect of our service, please contact Paul Quillin-Creamer. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

17. Changes to Terms and Conditions of Business

We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

18. Data Protection

You consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.