

Where the context admits: "We" or "Us" or "Company" includes **Hall-Fast Design Services** or any party acting on Hall-Fast Design Services' implicit instructions.

"You" or "Client" includes the person purchasing the services or any party acting on the customer's instructions.

"The Registrant" includes the person applying for a domain name or any party acting on the Registrant's instructions.

"The Registry" the relevant domain names Registry.

"Server" means the area on the Server allocated by us to You for use by You as a site on the internet. In consideration of the mutual covenants herein, the parties agree to the following, which shall apply during the term of this agreement:

1. General Terms

- 1.1. All prices exclude VAT at 17.5% unless otherwise stated.
- 1.2. Quotes are valid for 28 days.
- 1.3. It is the customer's responsibility to ensure that any website is lawful, does not infringe any copyright or any other laws. It is also the customer's responsibility to carry out any market research as to the viability and profitability of any project before accepting any quote.
- 1.4. We reserve the right to refuse to construct a website that we may judge as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws.
- 1.5. The acceptance of a commission quote either verbally or in writing shall be deemed as a contractual agreement between the client and Hall-Fast Design Services.
- 1.6. At project acceptance Hall-Fast Design Services can provide an estimated completion date, however we cannot guarantee this date as a final completion date.
- 1.7. Once a commission has commenced it will be completed using the information, data, text and images provided at project commencement or during the design phase. Once the design process has been completed the project will be presented to the client who may make any changes to design and content he wishes.
We shall use our reasonable endeavours to make sure that the content of any pages or promotional material designed by us are accurate according to your instruction, but it is client's responsibility to check all content and to notify us of any errors so that we can correct them. We will not be liable for any losses or problems arising from errors or omissions
- 1.8. Hall-Fast Design Services will initially place the client's web site on a demonstration server in order that the client may view and comment upon the project. Once the client has approved the project a final invoice will be presented.
- 1.9. Hall-Fast Design Services reserve the right to alter our prices at any time without prior notice. If a quote at an original price has been made it will be valid for 28 days and subsequently during the life of the current commission, however, additional work may be charged for using the new pricing structure.
- 1.10. A client's site will be hosted once approval of the design and content is given however; we reserve the right to remove the site at any time until the invoice is paid in full.
- 1.11. When a quote has been accepted and a developed project approved by the client the invoice must be paid within 28 days regardless of the amount of content that the client still has to provide to Hall-Fast Design Services.
- 1.12. Content or features listed in the original quote but not provided during the development phase by the client will be added at any time in the future, however invoices must be paid in full including sections which the client still has to provide content for.
- 1.13. All material, both text and images supplied by the client and used in the construction of the client's web site, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws.
- 1.14. The copyright for all material provided by Hall-Fast Design Services, such as source code, graphics, photographs, video, animation and text, will remain the property of Hall-Fast Design Services until such time as payment has been made in full whereupon they will become the property of the client.
- 1.15. Hall-Fast Design Services makes every effort to display the website pages acceptably on most popular browsers currently available; however, we cannot accept responsibility for pages which do not display properly on versions of browsers released after the project is completed.
- 1.16. The client is ultimately responsible for checking the content of the site before they give Hall-Fast Design Services the go ahead to make the site publicly available.
- 1.17. When a client agrees that a site can be made publicly available they are agreeing that the design and development of the site has satisfied all their requirements.

2. Payment

- 2.1. By agreeing to these terms and conditions your statutory rights are not affected.
- 2.2. Our payment terms for regular monthly payment (i.e. hosting, regular maintenance works) are 14 days; payment must be made by cheque or BACS transfer and delivered to our premises unless otherwise agreed.
- 2.3. A deposit of no less than 50% of the total quoted price must be provided before project commencement. Once the client has approved the completed project a final invoice will be presented. The project goes live after the payment is received.
- 2.4. Any payment returned by the bank will incur a £30 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the customer.
- 2.5. Late payments will be charged interest at our rate of 8.5%.
- 2.6. We can only accept cheques or postal orders that are made out in our own currency of UK Sterling.

3. Termination

- 3.1. If the client fail to pay any sums due to us as they fall due, we may suspend the Service and/or terminate this Agreement forthwith without notice to you.
- 3.2. If the client breaks any of these terms and conditions we may suspend the Services and/or terminate this Agreement forthwith without notice to you.
- 3.3. If the client is a company and you go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors, we shall be entitled to suspend the Services and/or terminate this Agreement forthwith without notice to you.
- 3.4. No refunds will be made for Services suspended in accordance with 3.1, 3.2 and 3.3.

4. Hosting, support and updating service agreements

- 4.1. Hall-Fast Design Services offer annually renewable packages of hosting and updating service agreements which can be purchased as part of a package or separately. These include hosting, content updating and search engine submissions.
- 4.2. These packages are quoted for either on application or at time of quoting for a full project.
- 4.3. Hosting, support and updating services are annually renewable; package start dates are based on when the package or domain name is first registered and not when the website goes live.
- 4.4. Our content update service refers to any content, photographs or text which replaces any current content. It does not extend to producing new sections or pages unless otherwise noted.
- 4.5. Quoted prices generally stay the same year on year but can change depending on the amount of content updated, additional sections added, and bandwidth or web space used.
- 4.6. We submit client's sites to search engines however, we cannot guarantee inclusion or accept responsibility or liability if any search engine, online directory or search site, submitted to as part of a web site promotion commission, chooses not to list a client's web site.
- 4.7. Hosting support and updating packages are renewed annually, invoices are provided approximately one month before the renewal date, and our usual payment terms apply from the invoice date.
- 4.8. Customers wishing to cancel a hosting, support or updating package must inform us before the invoice date otherwise full annual payment will be required.
- 4.9. No partial refund will be given for hosting, servicing or updating packages cancelled during the current agreement's time period.
- 4.10. While we and our hosting partners take many steps to ensure that clients sites are always backed-up it is the client's responsibility to inform us when they make a change to the site so that we can then backup that specific part. For example databases of database driven sites.

5. Domain Name Registration

- 5.1. We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your risk.
- 5.2. The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; you shall ensure that you are aware of those terms and conditions and that you comply with them. You shall have no right to bring any claim against us in respect of refusal to register a domain name. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the naming authority to register your desired name.
- 5.3. We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.
- 5.4. We shall not release any domain to another provider unless full payment for that domain has been received by us.

6. Limitation Of Liability

- 6.1. All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of

satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to sub clause 6.2

- 6.2. Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.
- 6.3. Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim.
- 6.4. In any event no claim shall be brought unless you have notified us of the claim within one year of it arising.
- 6.5. In no event shall we be liable to you for any loss of business, contract profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

7. Notices

- 7.1. Any notices to be given by either party to the other may be sent by either e-mail, fax or recorded delivery to the address of the other party as appearing in the Agreement or ancillary application forms or such other address as either party may from time to time have communicated to the other in writing, and if sent by e-mail shall, unless the contrary is proved, be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

8. Privacy Policy

- 8.1. Collection of data - Hall-Fast Design Services is committed to respecting the personal data which you supply to us. The information we collect will be relevant to your business only and we will do our utmost to ensure that such data will be accurate, complete and updated regularly. Whenever personal data is collected, you will have access to this information and discretion as to how this data can be used.
- 8.2. Use of data - Your personal data will enable Hall-Fast Design Services to keep you updated with relevant information about our services / products. Our communications with you may be via post, telephone or email. We will not disclose your details to third-parties, unless you specifically opt-in to this type of mailing.
You will always be entitled to opt-out of receiving a chosen communication by contacting Hall-Fast Design Services. As a design and marketing organisation we may use the information you provide to assist us with database profiling. This is aimed at improving the quality of products and services offered to you. Hall-Fast Design Services is committed to the principles of data protection and will carry out its business in the spirit of the Data Protection Act 1998.

9. Law

This Agreement shall be governed by and construed in accordance with British law and you hereby submit to the non-exclusive jurisdiction of the British courts.

10. Entire Agreement

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

11. Visits to clients premises

We will visit any premises in the East Midlands free of charge for a no obligation consultation. Any further visit may be charged.

The Client may not vary this agreement unless it is specifically agreed in writing and acknowledged by the Company. The

Company may vary this agreement by notifying the Client of the proposed variation, such variation will be deemed accepted if the Company does not receive a response from the Client within 15 days.

Last update: 1st March 2007

Signed: _____ Dated: _____

Name: _____ Company: _____