

Design & Development



## Terms and Conditions

Registered in England Feb 2009

**Registered Address**

Websiteuk Ltd  
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White Cross Industrial Estate  
Lancaster  
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LA1 4XQ

0844 579 1066  
[www.websiteuk.net](http://www.websiteuk.net)

Company No. 06828596  
VAT Registration Number: 883 9405 82

## Terms & Conditions

1. WebsiteUK Ltd is a passionate & committed website design company. We strongly believe in our methods; from conception to completion our website designs hugely improve our client's online presentation. Our Terms and Conditions are not a scary small print 'catch you out' but are designed to set out clearly the processes involved with building a 'professional' website that will work for businesses and to keep those said processes clear and concise, in order to benefit both us, as your contracted web design, hosting and marketing experts, and you, as the client within a clear business to business relationship.

## Acceptance of Conditions

2. An order being placed by payment via debit / credit card, cheque or cash with WebsiteUK Ltd by telephone / email / face to face / posted letter will confirm that you are in agreement with and bound by the terms and conditions set out below. The client is therefore liable for any monies incurred from an order being placed on their behalf in accordance with these Terms and Conditions. These terms and conditions are freely available at [www.websiteuk.net](http://www.websiteuk.net) and it is clearly stated on all paid invoice receipts that these terms and conditions apply.

## Definitions

### 3. The Client:

Any company or individual requesting or ordering the services of WebsiteUK Ltd.

### 4. WebsiteUK Ltd:

Primary designer / site owner & employees or affiliates. Hosting and Search Engine Optimisation provider. Logo and Business Stationery Design provider.

### 5. The Agreement:

The contract between WebsiteUK Ltd and the Client to which these conditions will apply.

### 6. Website Design:

Any and all scripts, cgi applications, php scripts, or software (unless otherwise agreed) written by WebsiteUK Ltd remain the copyright of Ltd and may only be commercially reproduced or resold with the sole permission of WebsiteUK Ltd.

### 7. The Site Owner:

The owner of the website using the services of WebsiteUK Ltd. Please note however that until such time as all outstanding accounts are paid by the client in full, the website, graphics and any programming code remain the property of WebsiteUK Ltd.

### 8. SEO:

Search engine Optimisation. This is the work we do to get your site found in the natural listings on search engines such as Google.

### 9. PPC:

This is when we manage your Google adwords account as part of the SEO Package. This means your website will appear in googles sponsored links as a Pay per Click listing.

## Notice

10. WebsiteUK Ltd reserves the right to alter any and all fees to any of its services and products and will inform the client in writing at least 4 weeks prior to the renewal date of any and such changes to pricing.

11. The client is solely responsible for providing all design materials (unless otherwise agreed

be it verbally or in writing). WebsiteUK Ltd will send the client a design return slip via the royal mail post, (including paid invoice and a receipt) explaining clearly what the client's domain name is for the client's ordered web design and clear explanations of what materials the client should be sending to WebsiteUK Ltd in order to complete the client's website design. The client agrees that all materials required to complete the website to the agreed standard and must be made available as soon as is reasonably possible to WebsiteUK Ltd Failure to supply Websiteuk Ltd with all agreed (as explained in the client's welcome pack) design materials may result in the delay of the website design completion and Websiteuk Ltd cannot and will not be held responsible for the client's website being delayed for any amount of time or incomplete or held in a design queue due to WebsiteUK Ltd not receiving the agreed design materials within what WebsiteUK Ltd deem to be a reasonable time frame.

(a) IMPORTANT! It is the client's responsibility to provide WebsiteUK Ltd with complete required content material: WebsiteUK Ltd is a small but growing business. For WebsiteUK Ltd to remain efficient we must receive suitable content material. The client agrees to make available as soon as is reasonably possible to WebsiteUK Ltd all materials required for completing the client's website. WebsiteUK Ltd will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines. We reserve the right to refuse material that is in our view illegible or deemed to be illegal or obscene. We strongly advise the client to spend just a little time simply typing up brief descriptions per page of agreed website design in Microsoft word clearly and concisely. We are not a copywriting company and will not take responsibility for poorly constructed sentences, mistakes or misinformation. In the event WebsiteUK Ltd are asked to assist with copywriting the website then WebsiteUK Ltd reserve the right to charge accordingly. WebsiteUK Ltd current hourly rate for copywriting is £75 + VAT.

(b) During the design process the client will be informed as soon as WebsiteUK Ltd receives content materials from the client and will be then placed in a job queue. WebsiteUK Ltd will then make contact with the client either by phone or email to discuss the received content material. WebsiteUK Ltd will then design a home page 'proof' of the site for the client's approval. WebsiteUK Ltd will accept up to three changes to the proof and reserves the right to withdraw from this agreement if the client will not accept the third proof. Refunds will not be entertained in such cases. Once the home page 'proof' is approved then WebsiteUK Ltd will build the complete website to meet Internet standards and be compliant with those said standards. By approving the 'home page proof' the client is agreeing to the website in style and layout and WebsiteUK Ltd will not accept changes to the design once the site has been built. Any design changes requested after the 'home page proof' has been approved by the client will be chargeable. This clause applies also to Logo designs, stationery designs and any other designs WebsiteUK Ltd have been contracted to create for the client.

12. WebsiteUK Ltd may at their discretion place a temporary web page with the client's contact details as soon as a website design is ordered by the client on the client's registered domain name. WebsiteUK Ltd are not obliged to do this. This will constitute a web page advertising the client's contact details. WebsiteUK Ltd may, at their discretion make periodical reminders either by

phone/fax/e-mail to the client if no materials have been sent in by the client in order that WebsiteUK Ltd can satisfactorily complete the client's agreed website design. If after a reasonable amount of time (To be made at WebsiteUK Ltd's absolute and sole discretion) and effort made by WebsiteUK Ltd to collect design materials from the client then WebsiteUK Ltd reserves the right to sign off the design with no recompense to the client. The client will NOT be entitled to a refund in any way, shape or form in such cases.

13. However, WebsiteUK Ltd will endeavour to meet the client's full requirements. Should the client not find time to send in all design material for the website design then WebsiteUK Ltd will accept instructions from the client to supply the text and pictures on behalf of the client. WebsiteUK Ltd does not and will not accept responsibility for accuracy of text and pictures in such cases, and strongly advises that clients take the full responsibility to supply all materials for the client's agreed website design. When WebsiteUK Ltd are instructed to supply the content of the client's website the client is solely responsible for any copyright issues and WebsiteUK Ltd will not accept responsibility for accuracy or interpretations or copyright issues of any text and pictures in such cases.

## Proprietor and Proprietary Information

14. Information displayed on the client's website is the property of the client once accounts have been settled in full. The contents on the client's website may not be reproduced in any manner whatsoever either in whole or in part without the prior written permission of the client, its authorised agents or representatives. The contents on the client's website are available to any user and/or visitor for personal reference only and the materials contained within the client's website are protected by copyright law. However as stated at **Clause 7** above, until such time as all outstanding accounts are paid by the client in full, all property remains the property of WebsiteUK Ltd.

15. WebsiteUK Ltd reserves the sole right: to add to or remove any material(s) from the client's website or to alter, amend, redesign or change anything contained in or on it at any time; and to suspend, monitor, revoke, or otherwise limit access to the client's website at any time.

16. Liability: WebsiteUK Ltd will make every possible effort to ensure that the website and any scripts or programs are free of errors WebsiteUK Ltd are exempt from any responsibility for any and all losses incurred due to malfunction, incidents of human error or Acts of God on the website or any part of it. It is the client's responsibility to inform WebsiteUK Ltd if there is any error with any product or services supplied, on receipt of such notification WebsiteUK Ltd will endeavour to rectify any such defect. However liability resulting from any form of defect, human error, Acts of God or any product or services provided is expressly excluded on the part of WebsiteUK Ltd.

17. WebsiteUK Ltd cannot and will not take any responsibility for any copyright infringements caused by materials submitted for the website design by the client. We reserve the right to refuse any material of a suspected copyrighted nature unless adequate proof is given of permission to use such material. WebsiteUK Ltd will place copyright to the client on the website design completion making the website copyright solely the client's responsibility in both text and picture form. As stated at Clause 8 above the client is solely responsible for providing all design materials (unless otherwise agreed be it verbally or in writing). WebsiteUK Ltd will not copyright

any material under the Agreement.

18. Any express Agreement in addition to the agreement that WebsiteUK Ltd should produce any text or material for the client does not include any liability on the part of WebsiteUK Ltd for any misrepresentation or mistake in connection with such material, such liability being expressly excluded.

19. WebsiteUK Ltd will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet any and all agreed deadlines.

20. WebsiteUK Ltd cannot be held responsible for any wrongdoing on the part of the client or owner and will not be liable or become involved in any disputes between the client or owner and the client or owner's customers.

21. WebsiteUK Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the client's appointed agents.

22. WebsiteUK Ltd accepts no responsibility for verbal misinterpretations, misunderstandings or breakdown of communication between WebsiteUK Ltd sales staff and the client. The client is provided with a clear paid invoice itemising products that the client has purchased and it is the client's responsibility to contact WebsiteUK Ltd should their appear to be any discrepancies between the what the client has verbally agreed to purchase and what is on the paid invoice.

23. WebsiteUK Ltd sales staff are highly competent and well trained but WebsiteUK Ltd will not be held liable for any confusion arising from any verbal agreements. In such cases the client is advised to use the complaints procedure set out in the terms and conditions and/or to exercise their right to cancel within the five days cooling off period that WebsiteUK Ltd provides.

24. WebsiteUK Ltd uses trusted third party servers based in the USA and by request in the UK and constantly monitor uptime on a daily basis. However, WebsiteUK Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

25. Advertisements must comply with the Business Advertisements (Disclosure) Order 1997 and the Trade Descriptions Act 1968. No Warranties.

26. The use of this Website is at the visitor's or user's own personal risk. The Company does not warrant the content, accuracy or veracity of any material or other information on the Website nor does it warrant that the Website is free from errors, faults, viruses or other computer or data-corrupting or data damaging material.

27. The Website contains links to other sites or addresses on the web. External sites are not part of the Website and do not belong to the Company. The Company does not approve or endorse other websites nor is it responsible for their content.

28. Descriptions of, or references to products, services or publications within the Website do not constitute or imply their endorsement or recommendation in any way by the Company, its employees or contractors. No reference in the Website to any specific product, process, or service by trade name, trademark, manufacturer, or otherwise, shall be used for advertising or product endorsement purposes.

**29. Minor additions:** Minor additions to the brief will be carried out at the sole discretion of WebsiteUK Ltd and where no charge is made by WebsiteUK Ltd for such additions by agreement with the

client. WebsiteUK Ltd accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions. Minor edits on request to an existing website created and hosted by WebsiteUK Ltd are one of the following:

- Change to opening times or equivalent features.
- A correction of a spelling mistake or other 'typo'.
- A change to or addition of a telephone/fax number, email address or postal address.
- A change to prices (limited to first 10 products on the site and thereafter chargeable).
- A change to a photograph when it simply is to replace an existing photograph and does not interfere with the page design.

Any changes that require any amount of redesign work will be chargeable by WebsiteUK Ltd.

30. WebsiteUK Ltd will make a maximum of four minor edits, to a clients website, per annum (unless otherwise agreed with the client). Minor edits are as in **Clause 29**. and/or the equivalent of up to one hours work per update. WebsiteUK reserve the right to charge accordingly for minor edits that exceed this agreed limit.

## Fees

31.

(a) With bespoke website design fees WebsiteUK Ltd work on fixed design fees and full payment of the total fee is due with the order of a website design with WebsiteUK Ltd (unless otherwise agreed). When payments are split up, full payment is due upon completion of the website design. Completion is constituted by approval of a concept design, screen shot or proof, made in writing or verbally. When fees are agreed as 12 month instalments then full payment of fees are to be paid in full on a 12 month contract basis. All payments by cheque, bankers draft or money order must be made in pounds sterling. All credit card and debit card transactions will be processed in pounds sterling. Please note we will only accept payments by cheque for orders over and above £2,000.00 +VAT.

(b) With Hosting Fees WebsiteUK Ltd work on an annual payments basis (unless otherwise agreed). Please note we will only accept payments by cheque for orders over and above £2,000.00 +VAT.

(c) WebsiteUK Ltd offer monthly fees which encompass website hosting, design, build and marketing as a monthly payment plan with an additional one off set up fee. All monthly payment plans, regardless of the variation of the package or services provided, are based on a 12 month contract from the point of sale and are subject to the same cancellation conditions **as clearly stated in section 33**, with regard to the five day cooling off period. Any unwanted annual renewal fees or agreements must be cancelled four weeks prior to the annual renewal due date. Any renewals not cancelled 4 weeks prior to the annual renewal date will constitute a continuation of the service being provided for a further 12 months. There are no exceptions to this and late payments will be subject to the same penalties set out within these terms for none payment or late payment.

(d) Any and all deposits, for any services provided

by WebsiteUK Ltd are none refundable after the initial five day cooling off period, from the point of ordering said services.

32. Should any payment due under the agreement remain outstanding WebsiteUK Ltd shall be entitled at its sole and absolute discretion to withhold provision of any goods or services it would otherwise be obliged to provide under this agreement. Outstanding payments be they in part or full may result in WebsiteUK Ltd temporarily removing the client's website until all outstanding payments are paid in full.

## Refunds

33. Cancellations of an order of any and all WebsiteUK Ltd products and/or services must be made within five days of the client commissioning the website design, hosting, marketing, or any other service from WebsiteUK Ltd, otherwise no refund can be made nor will the request of a refund, after the five days cooling off period, be entertained. Cancellations made within five days will be subject to a charge, when expenses have been incurred in respect of additional expenses from third parties including but not limited to: stock photography; electronic commerce software; online transaction processing solutions; domain name registration; web space; Internet connection, server fees, hosting fees, research time. Cancellations will incur an additional £20 + VAT fee for administration costs and administrations time. Should WebsiteUK Ltd have begun any agreed work for the client before the 5 day cooling off period then the client will lose any opportunity to cancel and no refunds will be entertained. Beginning work constitutes but is not limited to research, domain name registration, implementation of hosting services, building our unique holding page, SEO implementation and PPC services (Should they apply). Should WebsiteUK Ltd have not begun any work to be done within the 5 day cooling off period then cancellations may incur an additional £20 + VAT fee for administration costs and administrations time. Where possible third party products will not be purchased until the design has been approved. All such cancellations must be in writing and post dated or sent by email within five working days of the client agreeing the completed website, otherwise refunds will not be entertained.

34. Once a website has been commissioned the client is bound to pay all agreed costs in a timely fashion. Once the initial design (proof, screen shot, concept) has been completed and approved, any final balance of payment due is then payable in accordance with our payment terms. Be aware that all outstanding balances are due from the point of the initial proof design being approved, in writing or verbally. There are no exceptions to this, i.e. If the client decides they no longer want the website after they have commissioned the work, paid a deposit and approved the design (in writing by email or other), they are still obliged to pay for the website that has been commissioned. Non payment will result in legal action being taken if necessary. Please refer to **Clause 31** for the payment terms.

35. On completion of work, the website designs will be uploaded to the client area of WebsiteUK Ltd for approval under the terms of the guarantee. Where the client's site is being hosted by a third party other than WebsiteUK Ltd third party hosting then WebsiteUK Ltd reserve the right to delay uploading of the website design until full payment has been received for all agreed work to be undertaken.

## Compatibility

36. WebsiteUK Ltd can offer no guarantees of correct function with all browser software.

37. WebsiteUK Ltd will make every effort to ensure that any developed/designed website will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 6 and to an acceptable level with Mozilla browsers.

38. Database, Application and E-Commerce Development: WebsiteUK Ltd cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

39. Where applications or sites are developed on servers not recommended by WebsiteUK Ltd, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the client's responsibility to provide a suitable testing environment which is identical to the final production environment.

40. The client is expected to test fully any application or programming relating to a site developed by WebsiteUK Ltd before being made generally available for use. Where 'bugs', errors or other issues are found after the site is live, WebsiteUK Ltd will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

## Website Hosting

41. The WebsiteUK Ltd annual hosting fee is designed to be suitable for typical small business use. It is not suitable for any site which makes heavy use of bandwidth through use of multimedia or otherwise, or which attracts a mass market audience. WebsiteUK Ltd therefore reserves the right to immediately withdraw from, or renegotiate hosting services with, any Client whose use of bandwidth or storage space is deemed by WebsiteUK Ltd as inappropriate to the basic WebsiteUK Ltd hosting service.

42. WebsiteUK Ltd will not allow WebsiteUK Ltd hosting facilities to be used for illegal, immoral or distasteful websites. The Client agrees that any content introduced to the site may be inspected by WebsiteUK Ltd without hindrance and notes that hosting may be withdrawn without notice if such content is found.

43. WebsiteUK Ltd hosted domain name(s), email services provide the following unless otherwise agreed:

- Up to 5 POP email addresses;
- Email forwarding as required.
- Maximum web space storage of up to 1GB.
- Maximum individual email attachment size of approx 5MBytes.

44. No guarantees can be made as to the availability or interruption of any web hosting service provided by WebsiteUK Ltd and WebsiteUK Ltd cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

45. WebsiteUK Ltd reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting services controlled by WebsiteUK Ltd should the necessity arise.

46. Law: These conditions and all other express terms of contract shall be governed and construed in accordance with the laws of England.

47. Website hosting fees and domain name registration: Full payment of the total hosting fee and domain name registration is due to be paid in advance with the order of a website design with WebsiteUK Ltd, unless otherwise agreed. Hosting fees will be paid on an annual rolling basis. The client may cancel the following year's WebsiteUK Ltd hosting at any time during the period leading up to the time of renewal. Any such cancellation must be in writing and post dated or sent by email at least 4 weeks prior to the renewal date. Any written hosting cancellations received that have not been post dated at least 4 weeks prior to the renewal date will not be entertained and the hosting will be automatically renewed at the original agreed price per annum. The client agrees that WebsiteUK Ltd may retrieve the annual hosting fee with the credit/debit card details supplied by the client at the time of ordering WebsiteUK Ltd hosting. Should the client wish to use alternative payment methods then it is the client's sole responsibility to put any new payment methods into place in time for the hosting renewal and to inform WebsiteUK Ltd of such changes by phone/post or e-mail. WebsiteUK Ltd also reserves the right to levy an eight per cent surcharge per day from the date that the payment is due on the amount due per day which will be recoverable from the client. WebsiteUK Ltd undertake that it will not pass the details of any credit card or debit card on to any other parties.

48.

(a) WebsiteUK Ltd reserves the right to alter hosting fees as and when on a per annum basis and must inform the client in writing at least 4 weeks prior to the renewal date of any and such changes to pricing. If WebsiteUK Ltd fails to inform the client of alterations to hosting fees then the client must only pay the agreed original hosting fee until any further notification of price changes from WebsiteUK Ltd.

(b) WebsiteUK Ltd is entitled to use the payment details provided to take payment form the client for any services that are not cancelled in accordance with the correct procedures referred to herein.

(c) Domain name Transfers: Any and all domain name cancellations that involves transfer 'out' requests will be liable to a cancellation/administration charge of £40 + VAT per domain name. Transferring domain names 'in' to Websiteuk Ltd is free.

(d) WebsiteUK Ltd may, at their discretion (but are not obliged to) send reminders that agreed annual domain name(s) and hosting fees are due either by phone/fax/email to the client. Website UK Ltd automatically continue the renewals in order that WebsiteUK Ltd can satisfactorily complete the client's agreed domain name(s) and web hosting renewals without interruption. It is the client's sole responsibility to notify Website UK Ltd at least 4 weeks prior to any and all renewal dates for services no longer required with Website UK Ltd.

## SEO

49. On completion of the clients website design WebsiteUK Ltd will, with the client's agreement and as an add on service submit the client's website to the majority of major search engines, including but not limited to Google and Yahoo. WebsiteUK Ltd offers this service for a fixed charge for the first year and then an agreed supplement charge per annum thereon after and is exclusive only to clients with WebsiteUK Ltd hosting and WebsiteUK Ltd web design combined. WebsiteUK Ltd can offer no guarantees as to being listed on any and all search engines and positions of listings on any and all search engines WebsiteUK Ltd submit to on behalf of the client. As an alternative to block payments for SEO WebsiteUK Ltd may offer a one off set up fee and an agreed monthly instalment. WebsiteUK Ltd will not be liable for any costs incurred, compensation or loss of earnings due to any failed ranked listings on any and all search engines submitted to by WebsiteUK Ltd. WebsiteUK Ltd cannot be held responsible for any wrongdoing on the part of the client and will not be liable or become involved in any disputes between the client and the client's customers due to search engine rankings. It is the client's sole responsibility to promote and/or advertise the client's website designed by WebsiteUK Ltd and WebsiteUK Ltd will not be held responsible for a failure in the website designed by WebsiteUK Ltd in achieving any level of success. WebsiteUK Ltd offer comprehensive tips and advice at [www.WebsiteUK.net](http://www.WebsiteUK.net) with all good intentions and are not responsible for interpretation or costs incurred by the client for following any of WebsiteUK Ltd's free tips and advice. Using WebsiteUK Ltd's SEO services involves a self developed approach. Any and all input with title tags, descriptions, keywords, page content balancing, geographical location input are on licence from WebsiteUK Ltd to the client. Should the client cancel WebsiteUK Ltd's SEO service then WebsiteUK Ltd reserve the right to remove/undo any title tags, description tags, keywords, page content balancing and any other SEO techniques or approaches used by WebsiteUK Ltd on the clients website. WebsiteUK Ltd will remove such SEO techniques immediately after notification of cancellation is received. This means that if the client cancels just two months into the 12 month contract/agreement the remaining 10 months will be lost and no refunds for the remaining time of the contract/agreement will be entertained. This is to protect as much as possible our unique approach to SEO. WebsiteUK Ltd accept no liability or responsibility for failed listings on any search engine or any loss of earnings or enquiries to the clients website, once the website has been reverted to its pre-SEO state. Reverting a website to its pre-SEO state may cause some text content to be altered, TAGS to disappear and may reinstate the original `<meta name="robots" content="none" />` WebsiteUK Ltd accept no liability or responsibility for failed listings on any search engine or any loss of earnings or enquiries to the clients website due to a website being reverted back to its pre-SEO state.

50. WebsiteUK Ltd reserves the right to alter Search Engine Optimisation fees as and when on a per annum basis and must inform the client in writing at least 4 weeks prior to the renewal date of any and such changes to pricing. If WebsiteUK Ltd fails to inform the client of alterations to Search Engine Optimisation fees then the client must only pay the agreed original hosting fee until any further notification of price changes from WebsiteUK Ltd. The client agrees that WebsiteUK Ltd may retrieve the annual SEO fee with the credit/debit card details supplied by the client at the time of ordering WebsiteUK Ltd SEO. Should the client wish to use alternative payment methods then it is the client's sole responsibility to put any new payment methods

into place in time for the SEO renewal and to inform WebsiteUK Ltd of such changes by phone/post or e-mail. WebsiteUK Ltd also reserves the right to levy a 2 per cent surcharge per day after seven days on from the payment due date on the amount due per day which will be recoverable from the client. WebsiteUK Ltd undertakes that it will not pass the details of any credit card or debit card on to any other parties. All WebsiteUK Ltd's client details are kept secure and locked away in WebsiteUK Ltd's office premises on a secure man guarded (and CCTV monitored) business park and will not be shared with third parties. WebsiteUK Ltd may, at their discretion (but are not obliged to) send reminders that SEO fees are due for renewal either by phone / fax / e-mail to the client. Website UK Ltd automatically continue the SEO renewals in order that Website UK Ltd can satisfactorily complete the client's agreed SEO renewals without interruption and keep the client's web rankings constant. It is the client's sole responsibility to notify Website UK Ltd at least 4 weeks prior to any and all renewal dates for services no longer required with Website UK Ltd.

**51. Pay Per Click:** To further enhance our client's websites WebsiteUK Ltd also now offer a limited pay per click management service (PPC) on Google adwords via selected key phrases for local searches only. This is in addition to the SEO service and is a bolt on service to the terms laid out for Clause 49 and is intended to speed up hits to our client's websites. The amount of key phrases is agreed at the point of sale and cannot be increased without further additional payments. Budgets are set to maximise clicks to set budgets over a set period (usually 4 weeks). Extra functions such as Google analytics, reports etc are available but may be subject to extra charges to the client. WebsiteUK Ltd are not and will not be held responsible for failing to reach maximum budgets, failed key phrases or for rapid click through rates, thus removing listings till their following 24 hour cycle. WebsiteUK Ltd are also not responsible if the maximum key phrases are not used up at all within their allocated 24 hours. WebsiteUK Ltd may alter the times that advertisements are shown to try and maximise click through rates. All key phrases are intended for a local search either in client's town or home county(s) and any additional key phrases are subject to additional charges. PPC services are agreed for a minimum three month contract (unless otherwise agreed in writing) and after the three months the client may cancel in writing giving one calendar months notice. WebsiteUK Ltd accept no liability or responsibility for failed listings on any search engine or any loss of earnings or enquiries to the clients website.

52. Due to the nature of organic SEO we feel we must clarify this service. Our Basic and Full SEO packages are explained over points 53 and 54 of our terms.

**53. Basic SEO:** The client can expect the following:

- Dedicated Account Manager
- Domain name research, registration and management
- POP3 email set up support
- Home page and contact page optimisation focussing on Google
- Keyword Research Analysis – to identify keywords which are most useful to assist your campaign
- Basic On Site SEO – Includes Meta & Title Tag Optimisation, Code Optimisation and internal link building

- Content Creation – Creation of extra content to target chosen keywords
- Adding you to important Internet directories (DMOZ)
- Comprehensive Keyword Research -we identify the top keywords for your business
- Add in your geographical trading areas

The WebsiteUK Ltd SEO service quite often includes web hosting, with POP3 email accounts plus support, unless the client's web hosting has been agreed as a separate entity. Unless otherwise agreed in writing then basic SEO is a one off payment for SEO copy to be placed into the clients website in an effort to optimise the clients search engine listings either as a lump sum or if agreed between the client and websiteuk ltd on a monthly basis to spread the cost of the invoice over a 12 month period. WebsiteUK Ltd approach organic SEO by inputting content on the clients behalf to help maximise click throughs to the client's website. This content is copyright to Websiteuk LTD exclusively. Should the client wish to cancel Website UK Ltd Basic SEO at any time during the 12 month contract or at the end of the 12 month contract then Website UK Ltd reserve the right to revert the clients website back to its pre-SEO state. Reverting the site back to its pre-SEO state will involve removing all meta information, content, or parts there of, that were in-putted for SEO , removing geographical input plus possibly reverting the site to its original 'no index, no follow' status. **IMPORTANT:** Should the client wish to expose Website UK Ltd's SEO techniques to another WEB provider then Website UK Ltd reserve the right to protect its assets. If the client wishes another company to take over the SEO then Website UK reserve the right to remove any and all SEO content before handing the site over to a third party. Access to the clients website when it has WebsiteUK Ltd SEO content may be refused by Website UK Ltd unless otherwise agreed in writing. Any individual or company found to be using SEO content in part or in full that has been backed up by WebsiteUK Ltd may face legal action from WebsiteUK Ltd. All Markup, scripts and coding for this website (excluding any 3rd party scripts) for layout, content, style, functionality and search engine optimisation are copyright to WebsiteUK Ltd. None of the aforementioned may be reproduced or changed without express permission from WebsiteUK Ltd. As nobody in the world can guarantee success of a website via an organic SEO service and certainly cannot guarantee listings, Website UK Ltd accept no responsibility for failed listing at any stage of the SEO process. This includes the client's website pre-SEO, during SEO and post SEO. Please read through the whole of our terms to understand our legal protection and liability to all Website UK Ltd products and services. WebsiteUK Ltd accept no liability or responsibility for any break or loss to the client's services due to Website UK Ltd's SEO services be it pre-SEO, during SEO and post SEO. Again, please read through the whole of these terms to understand our legal protection and liability to all Website UK Ltd products and services.

**54. Full 'in-depth' SEO:** The client can expect the following:

- Dedicated Account Manager
- Keyword Research Analysis – to identify keywords which are most useful to assist your campaign
- Number of hours of servicing per month 16 (over two dedicated working days) plus up to 1 hour per working day availability for support, social media updates etc.

• Article submission campaigns (We write the articles for you but of course you can contribute ideas and full articles for us to syndicate)

• Monthly campaign review

• Be on the look out to submit you to more directories creating more relevant back links

• Comprehensive Market Research – to identify your competitors and your company's positioning in the market.

• Basic On Site SEO – Includes Meta & Title Tag Optimisation, Code Optimisation and internal link building, Site Re-Structuring (or constant monitoring) and URL Optimisation.

• Content Creation – Creation of extra content to target chosen keywords.

• Basic Blog Set-up and management using the popular platform WordPress.

• Social Media Optimisation (SMO) - Integrating Social Platforms – to your blog and website to popular social media websites ( Facebook, Twitter etc).

• Google Analytics - Anytime access

• Comprehensive Keyword Research -we identify the top keywords for your business.

• We make sure that your site conforms to the relevant standards (W3C etc)

• We set up/verify and optimise a Google Places Listing for you

• Add in your geographical trading areas

• Approx £100 spend per month on Google PPC Sponsored links

The WebsiteUK Ltd FULL SEO service quite often includes web hosting, with POP3 email accounts plus support, unless the client's web hosting has been agreed as a separate entity. Unless otherwise agreed in writing then FULL SEO is a 12 month contract paid either as a lump sum or on a monthly basis over a 12 month period. WebsiteUK Ltd approach FULL SEO by inputting content on the clients behalf to help maximise click throughs to the client's website as well as a wide range of other approaches as listed above.. This content is copyright to Websiteuk LTD exclusively. Should the client wish to cancel Website UK Ltd FULL SEO at any time during the 12 month contract or at the end of the 12 month contract then Website UK Ltd reserve the right to revert the clients website back to its pre-SEO state. Reverting the site back to its pre-SEO state will involve removing all meta information, content, or parts there of, that were in-putted for SEO , removing geographical input plus possibly reverting the site to its original 'no follow' status. **IMPORTANT:** Should the client wish to expose Website UK Ltd's SEO techniques to another WEB provider then Website UK Ltd reserve the right to protect its assets. If the client wishes another company to take over the SEO then Website UK reserve the right to remove any and all SEO content before handing the site over to a third party. Access to the clients website when it has WebsiteUK Ltd SEO content may be refused by Website UK Ltd unless otherwise agreed in writing. As nobody in the world can guarantee success of a website via an organic SEO service and certainly cannot guarantee listings, Website UK Ltd accept no responsibility for failed listing at any stage of the SEO process. This includes the client's website pre-SEO, during SEO and post SEO. Please read through the whole of our terms to understand our legal protection and liability

to all Website UK Ltd products and services. WebsiteUK Ltd accept no liability or responsibility for any break or loss to the client's services due to Website UK Ltd's SEO services be it pre-SEO, during SEO and post SEO. Again, please read through the whole of these terms to understand our legal protection and liability to all Website UK Ltd products and services. **Further information regarding a cancellation of ongoing services:** All contracts and agreements for all Website UK Ltd services including but not limited to domain registration, hosting and basic SEO are on a 12 month rolling contract basis and MUST be cancelled 'in writing' either by Royal mail or email at least 4 weeks prior to the renewal date. Any late cancellations will not be entertained unless otherwise agreed in writing. Further information regarding cancellations are available within these terms. No refunds will be entertained under any circumstances due to the client cancelling a Website UK Ltd service including, but not limited to web hosting, domain name registration and any and all SEO services at any time during the 12 month agreement.

**55.Target Home Pages** have been developed exclusively by WebsiteUK Ltd. They are designed to enhance the performance of the client's website on search engines (focussing on Google UK). As with SEO and even though we have a very high success rate, there are no guarantees that we can achieve listings on any and all search engines. WebsiteUK Ltd are not and will not be held responsible for any failed listings or for any effects any and all listing have on the client's business. Payment is usually made with a one off set up fee and which is usually part paid upfront and part paid over 12 months. Once the target home page service has been activated WebsiteUK Ltd will not entertain any form of refund and partly paid invoice must be paid in full, as with all WebsiteUK Ltd's invoices split over 12 months. As with all WebsiteUK Ltd services (unless otherwise agreed in writing) cancellations must be made at least four weeks in advance of the 12 month payment agreement. Failure to cancel will mean the client has agreed for WebsiteUK Ltd to continue the service for a further 12 months and thus the client is again bound by the terms here within.

#### **Mobile Phone Website Compatibility with Mobile Devices**

56. Websiteuk Ltd testing for mobile phone website compatibility relies on emulators. In the event the supplied emulator from the manufacturer is not accurate we are not responsible for any layout bugs or any and all other errors. We currently test the mobile website functionality and layout on the following mobile platforms:

- (a) iPhone
- (b) Android
- (c) Blackberry
- (d) WindowsMobile

#### **Informal Complaints Procedure**

57. Anyone who experiences a problem with their web service provided by WebsiteUK Ltd should raise the matter directly using our online contact form or by email or telephone, giving sufficient information to locate the material (such as a URL) and clearly outlining the grounds for complaint.

58. WebsiteUK Ltd will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

#### **Formal Complaints Procedure**

59. A formal complaint should be made in writing to WebsiteUK Ltd and should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally. WebsiteUK Ltd will acknowledge receipt and ensure that the matter is looked into as soon as possible.

60. WebsiteUK Ltd reserve the right to amend and/or update the terms of the agreement set herein at any time without prior notice being given to the client.

61. WebsiteUK Ltd advises that the client thus checks the terms and conditions herein on a regular basis.

62. This Agreement constitutes the entire Agreement of the parties relating to the subject matter addressed in the agreement. The Agreement supersedes all prior communications, contracts or agreements between the parties with respect of the subject matter addressed in the Agreement whether oral or written.

63. This Agreement excludes the rights of any third parties to bring any action under the Agreement or otherwise.

#### **Domain Names**

64. Due to past experience where unscrupulous people have transferred domain names away from us without settling outstanding invoices we are no longer registering domain names in the customers name. Domain names are now registered giving the client exclusivity but not ownership. There are no exceptions to this unless otherwise agreed in writing. Any over due invoices or unpaid invoices may result in a termination of all services to the client and websiteuk Ltd removing all exclusivity.

65. Website UK Ltd act as the broker and include domain names in the hosting package unless otherwise agreed, such as redirects, or domain name parking.

66. Should the client be in debt of any and all services provided by WebsiteUK Ltd, via the agreed annual or monthly fee for domain names with or without hosting, Website UK Ltd reserve the right to cancel the agreed domain names and shall not and will not be held liable for any loss of business by the client.

67. Website UK Ltd reserves the right to recoup any unpaid fees by the client even after cancellation of agreed domain names.

#### **Newsletters / Data Capture**

68. The Website UK Ltd newsletter service will use only solicited email addresses provided by the client.

69. Website UK Ltd will also use email address data captured via website UK data capture service which is only accepted by the client's customers or potential customers checking a tick box agreeing to the client's terms.

70. With the clients wishes data captured via the client's data capture system will also be seen as solicited email addresses.

71. WebsiteUK Ltd can offer no guarantees of correct function with any and all software (third party or otherwise) used for newsletters or any other promotional material.

72. Website UK Ltd are not responsible for any lost or malfunctioning data and are not liable for any business lost via any lost or malfunctioning data or email addresses.

73. Website UK at times outsource data capture / newsletter email services and will not be held liable for any lost or malfunctioning data or email addresses by third party services, or otherwise.

#### **Overdue Invoices**

74. There will be a £5 admin charge added to outstanding amounts each time a letter is sent to you regarding overdue invoices. please make sure you pay promptly and in good time.

#### **Suspension of Services**

75. Website UK Ltd reserve the right to suspend any and all provisions of services due to any outstanding payments, including but not limited to SEO, PPC, Hosting, Design, Video and Support. When the client is late with invoiced payment of any and all services Website UK provide the client agrees that it is their responsibility to pay invoices as per agreed payment terms. We will suspend the provision of services at our discretion from after the invoice due date and will only resume services when outstanding invoices have been paid in full or any other outstanding payments to Website UK Ltd have been fully resolved. Please note that refusal to pay outstanding invoices will result in legal action and an up to 8% surcharge per day from the invoice due date. The surcharge will be at Website UK Ltd's discretion and where necessary be backdated to the final due date whatever the time scales involved in relation to any outstanding payments due for services provided by Website UK Ltd. Outstanding payments will also be pursued even if we have had to cancel third party services as a result of late payments from the client. WebsiteUK Ltd cannot and will not be held responsible by the client for any loss of business due to a suspension of services.

#### **Cancellations**

**76.Please remember:** It is the client's sole responsibility to notify Website UK Ltd at least 4 weeks prior to any and all renewal dates for any services no longer required with Website UK Ltd. Services are including, but not limited to, Hosting, SEO, Domains and SSL Certificates. All cancellations must be sent in writing, by post or email. Any cancellations that are sent to us later than four weeks prior to renewal dates, and any that are sent after the due date of any and all agreed fees will be ignored for said due payment. All further charges for the cancelled service will cease. When we have received a cancellation in good time, we will notify you and confirm that the cancelled payment will not be taken. It is your responsibility to make sure that we receive your written cancellation. All postal cancellation letters must be sent via recorded delivery.

**77.SEO and PPC Monthly charges.** As set out in clauses 48 and 50 WebsiteUK Ltd offer an SEO and /or Google PPC (Sponsored links) service. When the client has agreed to pay the for any SEO or PPC service on a monthly basis it is the clients responsibility to ensure that the monthly payment is paid on the 1st of the month by either agreeing that we can use the clients credit and debit card details or by standing order. Each SEO service and PPC service or combination of the is for a period of 12 months and the client agrees to the 12 month contract period by entering into the agreement. WebsiteUK Ltd offer no refunds due to failed listings and accept no responsibility for any loss of business due to failed listings. We will accept cancellations of the Google PPC service but we must receive cancellations in writing at least 4 weeks prior to the 1st of the month.

Monthly SEO cannot be cancelled until at least 4 weeks prior to the 12 month contract. Any failure to pay monthlies fees may result in suspension of any and all service Websiteuk Ltd provide as per clause 69. Any late payments or failure to pay may result in surcharges also explained in clause 69 as well as legal action.

**78.Cancellation of Website and Resale:** All Markup, scripts and coding for this website (excluding any 3rd party scripts) for layout, content, style, functionality and search engine optimisation are copyright to WebsiteUK Ltd. None of the aforementioned may be reproduced or changed without express permission from WebsiteUK Ltd. Should the client cancel any and all website UK Ltd Services without moving/transferring the clients website to a new hosting provider then Website UK Ltd reserve the right to take down the clients website in full. This includes cancelling domain names and removing all web files from our servers. Should Website UK Ltd have no notification in writing from the client within 7 days of any cancellation then WebsiteUK Ltd at it's own discretion may reclaim copyright and ownership of the website in such cases and Website UK at its own discretion may continue to host the clients cancelled website and alter the content to resell the website in full to a third party with no recompense to the client unless other wise agreed in writing. In such cases where the client cancels the website and Website UK Ltd continue to host the website for resale purposes then website UK will not accept and not be responsible for any further recompense to the client. The client will also not be liable for any further costs to the website for hosting or content changes once the website has been cancelled in full. If there are any outstanding invoices to the client after cancellation or none payment (refusal by the client to make payment) Website UK Ltd reserve the right to chase down such debts even after the cancellation date. Should domain names be cancelled, the website files removed, or the website has been reclaimed by Website UK Ltd the outstanding invoices must still be settled. Please read these terms in full to understand your legal obligation to pay outstanding debts including surcharges for late payments.