

# Paul Stewart Web Design™

## Design – Terms & Conditions

These terms and conditions apply to all contracts between Paul Stewart Web Design and every customer "The Client" for design work of every nature provided by Paul Stewart Web Design.

### Definitions

{1.1} "Services" means the design service provided by Paul Stewart Web Design to the client.

{1.2} "Work" means the product of the service provided by Paul Stewart Web Design to the client which encompasses; web design, logo design, all design for print and any other design related product provided.

{1.3} "Client" means any customer be they a person, or a business placing an order with Paul Stewart Web Design.

{1.4} "Contract" means the document provided by Paul Stewart Web Design to the client detailing the particulars of the order along with the terms and conditions, either by or through a combination of hard copy, faxed copy or email.

{1.5} "Project" means the process of executing the work proposals detailed in the contract.

### Application of the Terms and Conditions

The terms and conditions set out herein shall apply to all contracts for the sale of design services by Paul Stewart Web Design to the client. No other terms and conditions shall be binding upon the parties; this contract embodies the entire understanding between the parties. There are no promises, terms, conditions obligations, oral or written, expressed or implied, other than those contained herein, or confirmed in writing by Paul Stewart Web Design and attached hereto.

{2.1} These terms and conditions shall apply to all contracts for the sale of services by Paul Stewart Web Design to the client with the exclusion of any other terms and conditions except those in accordance with figure (2.4)

{2.2} By signing the contract, the client and Paul Stewart Web Design shall both be bound by these terms and conditions.

{2.3} Paul Stewart Web Design reserves the right to alter, add and subtract from these terms and conditions at any time. The most up to date terms and conditions are available to view at paulstewartwebdesign.com. These online terms and conditions replace any previously agreed and it is the responsibility of the client to make themselves aware if the latest terms and conditions.

{2.4} Any variation to these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless confirmed in writing by Paul Stewart Web Design.

{2.5} All orders for services shall be deemed to be an offer by the client to purchase services in accordance to these terms and conditions.

{2.6} Signing of this contract shall be deemed conclusive evidence of the client's acceptance of these terms and conditions.

### Contract

{3.1} Quotes given expire 14 days after the issue date on the contract.

{3.2} If in any case the client wishes to terminate the contract before its completion the client must pay a "Buy-out Fee" of £200 to cover wasted time.

{3.3} The buy-out fee {3.2} is taken in addition to any payment received before the date of termination, this includes; 25%, 50% and upfront payments.

{3.4} The project must be completed within 12 weeks of the signature date on this contract; it cannot be postponed or delayed unless otherwise agreed by Paul Stewart Web Design in writing and attached hereto.

{3.5} If the project runs over 12 weeks due to client fault, a charge of 20% if the original price quoted on the contract will be applied to the final invoice to cover schedule inconvenience. The contract will

also be re-assessed and the client will be quoted appropriately. Figures {3.2} and {3.3} still apply. Any payment made before the re-assessment will be deducted from the final invoice.

{3.6} Print quotes are independent of design quotes, a design contract does not bind the client to print.

{3.7} If any significant changes need to be made to the contract after signing Paul Stewart Web Design is entitled to make any changes deemed fit to the quoted price. If an agreement cannot be arranged figures {3.2} and {3.3} still apply.

### Payment

{4.1} The client is legally required to pay the full amount determined above within 30 days from the date specified in the invoice provided on completion of the work.

{4.2} If any payment is not made on or before 30 days after the invoice date, Paul Stewart Web Design is entitled to charge interest thereafter per day on the value owed at the rate of 5% per annum.

{4.3} The client is not permitted to make any deductions from the final amount for any reason, any deductions will be at the discretion of Paul Stewart Web Design.

{4.4} If the client is not purchasing hosting and domain services with Paul Stewart Web Design, the client must purchase both domain name and hosting before any web based work is undertaken. In this case the client is the owner and is responsible for their domain and hosting.

{4.5} The client may be asked to pay 25% of 35% of the final amount agreed in the product details section either up front or halfway through the project in exchange for all work done to this date, the client understands that this is non refundable in accordance with figure {3.3}

### Copyright

{5.1} The client is liable for any copyright breaches on any content provided by the client to Paul Stewart Web Design.

{5.2} All content that is the creation of Paul Stewart Web Design is the property of Paul Stewart Web Design, subsequently Paul Stewart Web Design retains the right to publish such work as its own.

{5.3} Any design work that is subsequently used after termination of the contract is a breach of copyright, for which the client can be held liable.

{5.4} The client is not permitted to resell or make profit from selling work created by Paul Stewart Web Design. (If the client wishes to resell work, please ask for a "re-seller's contract", please note this will affect the quote.)

{5.5} Paul Stewart Web Design retains no rights to any concepts or content provided by the client, subsequently Paul Stewart Web Design does not retain the right to re-create, resell or distribute any business concepts, text content or images provided by the client.

### Deadlines & Delay

{6.1} Paul Stewart Web Design cannot be held responsible for delayed delivery on any work that is due to client fault, for instance; delay in signing off proofs, delay in providing any content that has been specified as a requirement or any change in the content that has already been provided. Paul Stewart Web Design also cannot be held responsible for any delays that are not solely the fault of Paul Stewart Web Design, this includes printing delays.

{6.2} After signing this contract if the client needs to shorten or specify a deadline it is not guaranteed that Paul Stewart Web Design will be able to meet the requirements.

{6.3} If the client wishes to shorten or specify a deadline Paul Stewart Web Design is entitled to make any amendments deemed necessary to the quote provided.

{6.4} In the unlikely event that Paul Stewart Web Design fails to meet the agreed deadline the client has the option to cancel the contract with no extra fee. However figure {4.5} still applies, if the client still wishes to use the work, the contract must stand and the client must pay the full amount quoted on completion of the work, in

accordance to figure {4.3}.

{6.5} Deadlines agreed between Paul Stewart Web Design and the client are NOT inclusive of time taken for printing, the deadline agreed in this contract is for design only. The client must bear this in mind when setting the deadline.

## Indemnity

{7.1} The client shall indemnify Paul Stewart Web Design, keep Paul Stewart Web Design indemnified and holds Paul Stewart Web Design harmless from and against any breach by the client of these terms of business.

{7.2} Any claim brought against the client by a third party resulting from the provision of work by Paul Stewart Web Design to the client and the client's use of the work, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses howsoever suffered or incurred by the client, Paul Stewart Web Design shall not be held liable for.

## Liability

{8.1} Paul Stewart Web Design shall not be held liable for failing to perform to the contract for any reason that is not solely the fault of Paul Stewart Web Design.

{8.2} In any event no claim shall be brought unless the client has notified Paul Stewart Web Design of the claim within one year of it arising.

{8.3} Paul Stewart Web Design shall not be held liable in any case for any damages, loss of anticipated profits, loss of revenue, contracts or any other inconsequential damages that arise from any cause associated with Paul Stewart Web Design or the property of Paul Stewart Web Design, this includes design work {5.2}.

{8.4} All property supplied to Paul Stewart Web Design by the client or on behalf of the client shall remain at the client's risk, unless otherwise agreed in writing, this includes; print delivery, data and equipment. The client should insure accordingly.

{8.5} Paul Stewart Web Design shall not be held liable for any leak of information or confidential material provided by the client, this includes, a leak or malpractice of any kind by a third party that Paul Stewart Web Design has outsourced work to, domain loss due to hacking or as a result of hacking by a third party, password leaking due to theft or any circumstance that is not solely the fault of Paul Stewart Web Design.

## Delivery

{9.1} Paul Stewart Web Design cannot be held responsible for any loss or damage during transit of client property{8.4} or print deliverables. It is up to the client to insure accordingly.

{9.2} Website delivery will take the form of the website going live and will be executed upon receipt of payment in full. (A memory stick/Data CD containing files for backup is available on request).

## Applicable Law

{10.1} This agreement shall be governed by and construed in accordance with English Law and the client hereby submits to the non-exclusive jurisdiction of the English courts.

## Headings

{11.1} Headings are included in this agreement for convenience only and shall not affect the construction or interpretation of this agreement.

## General

{12.1} Nothing in this agreement shall confer, nor do the parties intend it to confer, any enforceable right on any third party and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

{12.2} This contract shall be governed by the Laws of England and the parties submit to the exclusive jurisdiction of the English Courts in relation to any dispute hereunder.

## Notices

{13.1} Any notice to be given by either party to the other may be

sent by email, fax or recorded delivery to the address of the other party as appearing in this agreement or such other address as the party may from time to time have communicated to the other in writing.

{i} If such notice is sent by email, it shall be deemed as received on the day it was sent unless the contrary is proved.

{ii} If such notice is sent by fax, it shall be deemed received on receipt of an error free transmission report.

{iii} If such notice is sent by recorded delivery, it shall be deemed received two days following the date of posting.

{iv} If such notice is sent by first class delivery, it shall be deemed received four days following the date of posting.

{13.2} By interpretation this contract is deemed confirmed at Paul Stewart Web Design's place of business.

# Paul Stewart Web Design™

## Domain, Hosting & Email – Terms & Conditions

These terms and conditions apply to all contracts between Paul Stewart Web Design and every customer "The Client" for Hosting, Email and Domain Name Registration.

### Definitions

{1.1} "Services" means the service provided by Paul Stewart Web Design to the client which encompasses Domain Name registration, Website Hosting services, Email services and any other internet hosting service provided.

{1.2} "Client" means any customer be they a person, or a business placing an order with Paul Stewart Web Design.

{1.3} "Contract" means the document provided by Paul Stewart Web Design to the client detailing the particulars of the order along with the terms and conditions, either by or through a combination of hard copy, faxed copy or email.

{1.4} "Server" means the computer server equipment operated by our Server providers in connection with the provision of the Hosting services.

{1.5} "Webpace" means the area on the server allocated by Paul Stewart Web Design to the client for use by the client to host their website on the internet.

### Application of the Terms and Conditions

The terms and conditions set out herein shall apply to all contracts for the sale of hosting and domain services by Paul Stewart Web Design to the client. No other terms and conditions shall be binding upon the parties; this contract embodies the entire understanding between the parties. There are no promises, terms, conditions, obligations, oral or written, expressed or implied, other than those contained herein, or confirmed in writing by Paul Stewart Web Design and attached hereto.

{2.1} These terms and conditions shall apply to all contracts for the sale of hosting services by Paul Stewart Web Design to the client with the exclusion of any other terms and conditions except those in accordance with figure {2.4}

{2.2} By signing the contract, the client and Paul Stewart Web Design shall both be bound by these terms and conditions.

{2.3} Paul Stewart Web Design reserves the right to alter, add and subtract from these terms and conditions at any time. The most up to date terms and conditions are available to view online at paulstewartwebdesign.com. These online terms and conditions replace any previously agreed and it is the responsibility of the client to make themselves aware of the latest terms and conditions.

{2.4} Any variation to these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless confirmed in writing by Paul Stewart Web Design.

{2.5} All orders for Hosting services shall be deemed to be an offer by the client to purchase services in accordance to these terms and conditions.

{2.6} Signing of this contract shall be deemed conclusive evidence of the client's acceptance of these terms and conditions.

### Contract

{3.1} The contract begins upon receipt of payment from the client. This may include the time required for a cheque to clear at a bank.

{3.2} The contract immediately ends upon the client cancelling the service, failing to clear the account balance upon renewal date or by means of figure {6.5}

{3.3} Once the contract has ended, all liabilities for alterations, changes, or errors become the responsibility of the client.

### Hosting and Domain Services

{4.1} The quantity and the description of the services shall be as set

out in the contract and to the best knowledge of Paul Stewart Web Design is accurate, however Paul Stewart Web Design cannot guarantee the accuracy of this description or quantity.

{4.2} Paul Stewart Web Design makes no representation and gives no warranty as to the accuracy or quality of information received by any person via the server and therefore Paul Stewart Web Design shall have no liability for any loss or damage to the client caused by the server or any data stored on the server.

{4.3} The client shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the server.

{4.4} It is the responsibility of the client to make regular backups of their website and databases, hence Paul Stewart Web Design shall not be responsible for any loss of data in any case.

{4.5} The client undertakes and warrants to Paul Stewart Web Design that they will use the webspace allocated to them for lawful purposes only.

{4.5.1} The client will not use the webspace or server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will the client authorise or permit any other person to do so.

{4.5.2} The client will not use the webspace or server to post, link or to transmit:

{I} Any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, blasphemous, profane or otherwise objectionable in any way.

{II} Any material containing a virus or other hostile computer program.

{III} Any material which constitutes, or encourages the commission of a criminal offence or which infringes any patent, trade mark, design right, copyright and any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.

{4.6} The client will not send bulk email whether opt-in or otherwise from our network. Nor will the client promote a site hosted on our network using bulk email.

{4.7} The client will not employ programs which consume excessive system resources, including but not limited to processor cycles and memory.

{4.8} Paul Stewart Web Design reserves the right to remove any material which is deemed inappropriate by Paul Stewart Web Design from the client's webspace without notice. Paul Stewart Web Design does not host illegal MP3 content.

{4.9} Paul Stewart Web Design shall keep secure any identification, password and any other confidential information relating to the client's account and shall notify the client immediately on discovery of any known or suspected unauthorised use of the account or breach of security, including loss, theft or unauthorised disclosure of passwords or other security information.

{4.10} The client shall observe the procedures which Paul Stewart Web Design may from time to time prescribe and shall make no use of the server which is detrimental to our other customers.

{4.11} The client shall ensure that all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.

{4.12} Any domain names purchased by Paul Stewart Web Design on behalf of the client are owned and registered to Paul Stewart Web Design, the domain is then rented by the client from Paul Stewart Web Design.

{4.13} Webspace allocated to the client by Paul Stewart Web Design remains property of the service providers, the fees paid by the client are for rental of the webspace for a specific time.

{4.14} By signing this contract, in the case of an individual client, the client warrants that he/she is at least 16 years of age. If the client is a company, the client warrants that the webspace, server or any other service provided by Paul Stewart Web Design will not be used by anyone who is under the age of 16 years.

{4.15} While Paul Stewart Web Design will use every reasonable endeavour to ensure the integrity and security of the server and the client's webspace, Paul Stewart Web Design does not guarantee that the server or webspace will be free from unauthorised users or hackers, hence Paul Stewart Web Design shall be under no liability for any damage or failure caused by any third party who has gained

access to the server or the client's webspace as a result of hacking or a security leak.

## Service Availability

{5.1} Paul Stewart Web Design shall use every reasonable endeavour to ensure availability of the server and services to the client at all times, but Paul Stewart Web Design shall not in any event be liable for interruptions of service or down-time of the server.

{5.2} Paul Stewart Web Design shall have the right to suspend any of the services provided at any time and for any reason, without notice. However if such suspension lasts or is to last for more than 7 days the client will be notified of the reason.

{5.3} Any services provided by Paul Stewart Web Design to the client including the client's account with Paul Stewart Web Design cannot be transferred or used by anyone other than the client.

## Payment

{6.1} All charges payable by the client for the services shall be in accordance with the scale of charges and rates published at the time.

{6.2} The client acknowledges that Paul Stewart Web Design retains the right to change the price of the service for the next annual renewal of the service in any way.

{6.3} All payments for these services must be made in advance before any services, including Domain Name Registration commences.

{6.4} All payments for these services are not refundable under any circumstances.

{6.5} Payment is due on the anniversary day following the date that the services were established until closure notice is given. If the client chooses to pay by credit or debit card, the client hereby authorises Paul Stewart Web Design to debit the client's account renewal fees from this credit/debit card.

{6.6} All payments must be in UK Pounds Sterling.

{6.7} If any sum payable is not paid on or before the due date, Paul Stewart Web Design shall be entitled forthwith to suspend the provision of services and/or terminate this agreement forthwith without notice to the client.

{6.8} If an account goes unpaid for at least ten days, the account and its associated services will be suspended. A £50 charge will be applied upon account re-activation to cover administration costs.

{6.9} Once an account has been suspended access to files, databases and other content is explicitly denied. All files, databases and other content including the account itself will be permanently deleted after twenty days of account suspension.

{6.10} Should access to files, databases and other content be required before they are permanently removed from the server, they can be delivered on a memory stick/data CD at a charge of £25.

## Termination

{7.1} No refunds will be made for suspended services or on termination of an account in any case in accordance with figure {6.4}

{7.2} If the client breaks any of these terms and conditions Paul Stewart Web Design may suspend the services and/or terminate this agreement forthwith without notice to the client.

{7.3} If the client is a company and goes into insolvent liquidation, suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with creditors, Paul Stewart Web Design shall be entitled to suspend the services and/or terminate this agreement forthwith without notice to the client.

{7.4} Paul Stewart Web Design reserves the right to suspend services and/or terminate this agreement for any reason at any time.

{7.5} The client also reserves the right to cancel the services at any time. Figure {6.4} Still applies.

{7.6} On termination of this agreement or suspension of the services Paul Stewart Web Design shall be entitled to immediately block the client's webspace and to remove all data located on it.

{7.7} Upon termination of an account, the client's use of the domain will be ceased, the domain will return to the control of Paul Stewart Web Design, in accordance to figure {4.12}

{8.1} The client shall indemnify Paul Stewart Web Design, keep Paul Stewart Web Design indemnified and holds Paul Stewart Web Design harmless from and against any breach by the client of these terms of business.

{8.2} Any claim brought against the client by a third party resulting from the provision of work by Paul Stewart Web Design to the client and the client's use of the work, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses howsoever suffered or incurred by the client, Paul Stewart Web Design shall not be held liable for.

## Liability

{9.1} Paul Stewart Web Design shall not be held liable for failing to perform to the contract for any reason that is not solely the fault of Paul Stewart Web Design.

{9.2} In any event no claim shall be brought unless the client has notified Paul Stewart Web Design of the claim within one year of it arising.

{9.3} Paul Stewart Web Design shall not be held liable in any case for any damages, loss of anticipated profits, loss of revenue, contracts or any other inconsequential damages that arise from any cause associated with Paul Stewart Web Design or the property of Paul Stewart Web Design, this includes design work {5.2}.

{9.4} All property supplied to Paul Stewart Web Design by the client or on behalf of the client shall remain at the client's risk, unless otherwise agreed in writing, this includes; print delivery, data and equipment. The client should insure accordingly.

## Applicable Law

{10.1} This agreement shall be governed by and construed in accordance with English Law and the client hereby submits to the non-exclusive jurisdiction of the English courts.

## Headings

{11.1} Headings are included in this agreement for convenience only and shall not affect the construction or interpretation of this agreement.

## Notices

{12.1} Any notice to be given by either party to the other may be sent by email, fax or recorded delivery to the address of the other party as appearing in this agreement or such other address as the party may from time to time have communicated to the other in writing.

(i) If such notice is sent by email, it shall be deemed as received on the day it was sent unless the contrary is proved.

(ii) If such notice is sent by fax, it shall be deemed received on receipt of an error free transmission report.

(iii) If such notice is sent by recorded delivery, it shall be deemed received two days following the date of posting.

(iv) If such notice is sent by first class delivery, it shall be deemed received four days following the date of posting.

{12.2} By interpretation this contract is deemed confirmed at Paul Stewart Web Design's place of business.

## Indemnity