

Terms and Conditions

General

Web hosting, website design, content management systems and other associated services are offered by WesternWeb Ltd to its clients. Rates for its services will be agreed in advance of WesternWeb Ltd providing the service. By making a deposit or payment for such services, or by confirming your requirements in writing or by email where a deposit is not required, you are agreeing to the terms and conditions as stated below.

Acceptance of new commissions

1. WesternWeb Ltd reserves the right to refuse to construct a website which it may judge as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult orientated 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.
2. The acceptance of a commission shall be deemed as a contractual agreement between the client and WesternWeb Ltd.
3. On accepting a commission, WesternWeb Ltd will provide an estimated completion date, however while WesternWeb Ltd will do its best to meet this date, it is not guaranteed and no compensation will be due should the date not be met.

Provision of, and rights to, material

1. It is the client's responsibility to ensure that any website content is lawful and appropriate. This includes, but is not limited to:
 - a. Any content provided by the client (text, images, sounds) does not infringe any copyright or other law.
 - b. Content meets any specific trade requirements (eg FSA, Advertising Standards).
2. Any material provided by the client in relation to the production of the website will remain the client's property.
3. Design and programming of all databases, source codes, html, photographs and graphics created by WesternWeb Ltd are and remain the intellectual property of WesternWeb Ltd. Once full payment has been received from the client, the client will have a non-exclusive, non-transferable licence to use, but not edit, the same within their website only.
4. Failure by the client to deliver text or image content in good time may delay the production of a website.
5. All website designs will include a small text link to WesternWeb Ltd discretely placed as part of the design.
6. The client is ultimately responsible for checking the accuracy of site content prior to final publication.

Website Hosting

1. WesternWeb Ltd provides website hosting. Whilst it will endeavour to provide a professional and reliable service to the client at all times WesternWeb does not guarantee that the website will be available at all times and will not be liable for any losses incurred, costs, compensation or loss of earnings due to the website being unavailable. This may include such things as a technical failure, which are beyond its control.

2. Website Hosting renewal is due on an annual basis. No refunds are made for termination of hosting during the year. WesternWeb Ltd reserves the right to deactivate any website where the client has not paid for the renewal of website hosting.
3. WesternWeb Ltd does not provide client access to the hosting service where the hosting service is provided by WesternWeb Ltd.
4. Content management systems designed by WesternWeb Ltd may not be transferred from the hosting service provided by WesternWeb Ltd.
5. Websites with webcams may not be transferred from the hosting service provided by WesternWeb Ltd.

Domain Names

1. Where WesternWeb Ltd registers a domain name on behalf of the client, WesternWeb Ltd does not guarantee that any particular requested domain name will be available until confirmation has been received from the naming authority.
2. In purchasing or renewing domain names on behalf of the client, WesternWeb Ltd is acting solely as the client's agent and accepts no responsibility for the continuance or otherwise of that registered domain name.
3. WesternWeb Ltd provides no warranty that the domain name requested by the client will not infringe the rights of any third party and the client will indemnify WesternWeb Ltd in respect of any such infringements.
4. The client shall be responsible for all renewal fees relating to any domain names purchased on their behalf by WesternWeb Ltd, whether charged direct by the naming authority or by WesternWeb Ltd.
5. By registering a domain name through WesternWeb Ltd within the .uk Top Level Domain (a "Domain Name"), the client enters into a contract of registration with Nominet UK.
6. By registering any other domain name (i.e. not a .uk Top Level Domain) through WesternWeb Ltd the client enters into a contract of registration with the registration authority relevant to that domain name and their terms and conditions will apply.
7. It is the responsibility of the client to ensure that registrant details are kept updated. In the event of a dispute the relevant naming authority for the type of domain held should be contacted and provided with full details of the complaint

Cancellation of commissions

1. If at any point during the website development process a client wishes to cancel, they may do so in writing only. In such event no deposit will be refunded, and WesternWeb Ltd will issue an invoice proportional to the amount of work completed on the commissioned site.
2. If the client fails to provide requested content in good time at any point in the website development process, WesternWeb Ltd may at its own discretion consider that the client wishes to cancel the commission as above.

Costs and payment

1. All prices quoted are exclusive of VAT.
2. All commissions must be confirmed by a deposit to be determined in advance of WesternWeb Ltd providing the service.
3. All invoices are due for payment fifteen days after the invoice date.

4. Late payment of invoices may result in the following actions:

- a. Suspension of the client's hosting facilities until all outstanding invoices are cleared.
- b. Charges and interest being applied to overdue invoices in accordance with our statutory rights under the late payment legislation.

5. WesternWeb Ltd reserves the right to change its standard charges at any time, without advance notification. Should its prices change, WesternWeb Ltd will honour existing quotations and commissions, but further commissions will be accepted at the new prices.

No unlawful or prohibited use

1. Any website or content management system supplied by WesternWeb Ltd to the client may not be used in any manner or for any purpose that is unlawful or prohibited by these terms and conditions.
2. The client may not use any such website or content management system in a manner which could damage, disable, overburden, or impair the same or obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the same.

Use of communication services

1. Where the website or content management system supplied by WesternWeb Ltd contains bulletin board services, chat areas, news groups, forums, communities, editable web pages, calendars, and/or other message or communication facilities designed to enable communication with the public at large or with a group (collectively, "Communication Services"), the client agrees to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, the client agrees that when using a Communication Service, the client will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain viruses, corrupted files, or any other similar software that may damage the operation of another's computer.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Violate any applicable laws or regulations.

2. WesternWeb Ltd has no obligation to monitor the Communication Services. However, WesternWeb Ltd reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. WesternWeb Ltd reserves the right to terminate access to any or all of the Communication Services at any time without notice for any reason whatsoever.

3. WesternWeb Ltd reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in WesternWeb Ltd's sole discretion.

4. WesternWeb Ltd does not control or endorse the content, messages or information found in any Communication Service and, therefore, WesternWeb Ltd specifically disclaims any liability with regard to the Communication Services and any actions resulting from the participation by the client, his agents or employees in any Communication Service.

Disclaimers and Indemnities

1. Whilst every effort will be made to ensure that websites, scripts and programs are error free and accurate, WesternWeb Ltd cannot accept responsibility for any losses incurred due to malfunction of the website or any part of it and the ultimate responsibility lies with the client to ensure that the software is functioning correctly before use.
2. WesternWeb Ltd shall not be held responsible for any loss or damage (including loss of business profits, business interruption, loss of information or other material or financial loss) arising out of its activities in website design, publishing, promotion or maintenance, or other activities in Information Technology.
3. WesternWeb Ltd shall not be held responsible for any loss, damage or injury arising from advice provided by WesternWeb Ltd or any of its staff.
4. Where WesternWeb Ltd acts as an intermediary between the client and any other person or organisation, WesternWeb Ltd shall not be held responsible for any loss, damage or injury arising from any advice, transfer of information, transfer of property, financial transaction or any other activity between the client and any such person or organisation.
5. WesternWeb Ltd shall not be held responsible for any infringement of English Law (e.g. copyright, data protection, libel) arising from the publication on the Internet or any other medium of material supplied to WesternWeb Ltd for the purpose of publication. The client shall indemnify WesternWeb Ltd against any claim arising from such publication.
6. WesternWeb Ltd publishes information on the Internet using computers and communications networks which it does not own and over which it has no executive control. WesternWeb Ltd shall not be held responsible for any loss, damage or injury arising from failure of these computers and networks. WesternWeb Ltd shall not be held responsible for any loss, damage or injury arising from loss or corruption of data, whether deliberate or unintentional, whilst data is being transmitted over these networks, or processed or stored on these computers.
7. WesternWeb Ltd shall not be held responsible for any loss, damage or injury arising from loss or corruption of data whilst it is held on computers or storage media owned by, or under the control of WesternWeb Ltd.
8. WesternWeb Ltd shall endeavour to publish information on the Internet or on other media at a time and date agreed in advance with the client. WesternWeb Ltd shall not be held responsible for any loss, damage or injury arising from either early or late publication of information.
9. WesternWeb Ltd endeavours to ensure that its computer systems and storage media are kept clean of viruses and other malicious or data corrupting artefacts. WesternWeb Ltd shall not be held responsible for any virus or other artefact introduced to the client's computers or other Information Technology systems, whether from WesternWeb Ltd or any other source.
10. WesternWeb Ltd shall not be held responsible for the content of web pages published by WesternWeb Ltd on behalf of the client, nor shall it be held responsible for any loss, damage or injury arising from the use of information contained within these web pages by any party. The client shall indemnify WesternWeb Ltd against any claim arising from any such use of information.

By agreeing to these terms and conditions, your statutory rights are not affected. If any part of these terms and conditions are shown to be in contravention of your statutory rights, all other parts will remain in force.

WesternWeb Ltd reserves the right to alter or amend any of the above terms and conditions at any time.