

## WESTERNWEB LTD - TERMS AND CONDITIONS FOR WEBSITE DESIGN AND OTHER SERVICES

These Terms and Conditions will apply to and govern all Contracts under which WesternWeb Ltd agrees to supply website design, content management systems, website hosting, domain name services, email services or other associated services.

### Acceptance of new commissions

The acceptance of a commission shall be deemed as a contractual agreement between the client and WesternWeb Ltd.

### Provision of, and Rights to, Material

1. It is the client's responsibility to ensure that any website content is lawful and appropriate.
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. The client is ultimately responsible for checking the accuracy of site content.

### Website Hosting

1. WesternWeb Ltd provides website hosting and email services via a third party. Whilst it will endeavour to provide a professional and reliable service to the client at all times WesternWeb does not guarantee that the website or email 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 or email being unavailable.
2. Website Hosting renewal is due on an annual basis. No refunds are made for termination of hosting during the year.
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 the client enters into a contract of registration with the registration authority relevant to that domain name and their terms and conditions will apply.
6. 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 invoices are due for payment thirty days after the invoice date.
2. Late payment of invoices may result in suspension of the client's hosting facilities until all outstanding invoices are cleared and/or in interest being applied to overdue invoices at the base rate of the Bank of England plus 5%.
3. 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 or email service 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, content management system or email service 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 forums, 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"), 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.

2. 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.

### General Disclaimers and Indemnities

1. Whilst every effort will be made to ensure that websites, scripts and programmes 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.

2. Whilst WesternWeb Ltd endeavours to publish information on the Internet or on other media at a time and date agreed in advance with the client, WesternWeb Ltd cannot accept responsibility for any errors or omissions or for any loss, damage or injury arising from either early or late publication of information. WesternWeb Ltd shall not be held responsible for (a) 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 (b) the content of web pages published by WesternWeb Ltd on behalf of the client, nor 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 such publication or use of information.

3. 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.

4. 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.

5. Whilst 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 nor 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.

### Liabilities

WesternWeb Ltd shall not be liable for any loss or damage, including without limitation, any direct, indirect, special or consequential damages, expenses, costs, profits, lost savings or earnings, interruption to business activity, lost or corrupted data, or other liability arising out of, or related to the services provided by WesternWeb Ltd or arising out of its activities in website design, publishing, promotion or maintenance, website hosting, domain name registration, renewal or transfer or any other activities in Information Technology nor for any loss, damage or injury arising from advice provided by WesternWeb Ltd or any of its staff.

### Severance

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.

### Law

All contracts to which these Terms and Conditions apply shall be governed and construed in accordance with the laws of England and Wales.

WesternWeb Ltd reserves the right to review and amend its terms and conditions from time to time.

WesternWeb Ltd. Registered in England and Wales No 04360414. VAT Reg No: 902152471  
Registered Address: Western House, Lane End, Lamerton, Tavistock PL19 8QY