



TERMS AND CONDITIONS
WebsiteDesignsforyou.com
Updated 06 January 2021

The following terms and conditions apply to all services, including website development and design services, (the **Services**) provided by WebsiteDesignsforyou.com to the Client, in conjunction with any relevant quotation provided to the Client by WebsiteDesignsforyou.com (**Terms**), unless otherwise agreed in writing. Acceptance of a quote, purchase and/or use of the Services shall be considered acceptance of the Terms.

1. Charges

Charges for the Services are defined in the project quotation that the Client receives from WebsiteDesignsforyou.com via email. Quotations are valid for a period of thirty (30) days, starting on the date on the quotation. WebsiteDesignsforyou.com reserves the right to alter a quotation or decline to provide the relevant Services after expiry of the thirty (30) days.

Unless agreed otherwise with the Client, all website design services require an advance payment of a minimum of fifty (50) percent of the project quotation total before the work commences. This excludes the purchase of any domain names and email address. See clause 18. A second payment of twenty-five (25) percent is required after submitting the website for review by the client, with the remaining percentage of the project quotation total due upon completion of the work, prior to publishing of the content onto the web.

The Client agrees to reimburse WebsiteDesignsforyou.com for any additional expenses outside of the quotation that is necessary for the completion of the work. Expenses may include (but are not limited to) purchase of additional domain names, special fonts and stock photography. If a free domain is provided this will be for one year up to a maximum value of £9.99 plus VAT. All hosting and email will be provided for one year with a renewal cost provided thirty (30) days prior to the end of the year. Website hosting is subject to clause 7 below.

2. Invoicing and payment

WebsiteDesignsforyou.com shall submit invoices in line with the timescales above. Invoices are normally sent via email but hard copy invoices are available on request. Payment is due on receipt of the invoice by the Client.

Payment for services is due by bank transfer or PayPal. Bank details and PayPal email will be made available on invoices.

If the Client fails to make any payment due to WebsiteDesignsforyou.com by the due date for payment, then, without limiting WebsiteDesignsforyou.com remedies under or in connection with these terms and conditions, the Client shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.



TERMS AND CONDITIONS
WebsiteDesignsforyou.com
Updated 06 January 2021

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on WebsiteDesignsforyou.com web space, WebsiteDesignsforyou.com will, at its discretion, remove all such material from its web space. WebsiteDesignsforyou.com is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay WebsiteDesignsforyou.com reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by WebsiteDesignsforyou.com in enforcing these Terms.

3. Client Review

WebsiteDesignsforyou.com will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. One opportunity to review the format and content will be provided at the review stage. At this point any changes must be notified to WebsiteDesignsforyou.com to amend, via email. Only at this point can changes be made unless there are any errors made by WebsiteDesignsforyou.com. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies WebsiteDesignsforyou.com otherwise within ten (10) days of the date the materials are made available to the Client. WebsiteDesignsforyou.com takes no responsibility for any errors, or omissions following the review of the website by the Client. Any additions to the brief will be carried out at the discretion of WebsiteDesignsforyou.com. Where no charge is made by WebsiteDesignsforyou.com for such additions, WebsiteDesignsforyou.com accept no responsibility for errors and reserve the right to charge an according amount for any correction to these or further additions.

4. Turnaround Time and Content Control

WebsiteDesignsforyou.com will install and publicly post or supply the Client's website by the date specified in the project proposal, or at the date agreed with Client upon WebsiteDesignsforyou.com receiving initial payment, unless a delay is specifically requested by the Client and agreed by WebsiteDesignsforyou.com.com.

In return, the Client agrees to provide WebsiteDesignsforyou.com.com promptly with all necessary co-operation, information, materials and data, access to staff and timely decision-making which may be reasonably required by WebsiteDesignsforyou.com.com for the performance of the Services. This shall include the Client delegating a single individual as a primary contact to aid WebsiteDesignsforyou.com.com with progressing the commission in a satisfactory and expedient manner.

During the project, WebsiteDesignsforyou.com.com will require the Client to provide website content; text, images, movies and sound files, along with any relevant background information.



TERMS AND CONDITIONS
WebsiteDesignsforyou.com
Updated 06 January 2021

WebsiteDesignsforyou.com will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

WebsiteDesignsforyou.com will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrong doing on the part of a site owner.

WebsiteDesignsforyou.com 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 clients appointed agents.

5. Failure to provide required website content

WebsiteDesignsforyou.com is a small business, and to remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that the Client provides all the required information in advance. On any occasion where progress cannot be made with the Client's website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25% of the Charges. If the Services involve Search Engine Optimisation (SEO) we need the text content for the Client's site in advance so that the SEO can be planned and completed efficiently.

If the Client agrees to provide us with the required information and subsequently fail to do within one week of project commencement, we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, do not give us the go ahead to start until you are ready to do so.

Please note that all content must be provided on the standard WebsiteDesignsforyou.com template as issued in the quotation for service. Any images must be provided in .gif, .jpeg, .png or .tiff format. The heading for each page must be supplied with the content for that page. These pages must have the same titles as the agreed website pages. Contact us if you need clarification on this.

6. Web Browsers

WebsiteDesignsforyou.com makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Google Chrome, Microsoft Edge etc.). The Client agrees that WebsiteDesignsforyou.com cannot guarantee correct functionality with all browser software across different operating systems.



TERMS AND CONDITIONS
WebsiteDesignsforyou.com
Updated 06 January 2021

WebsiteDesignsforyou.com cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website has been designed and handed over to the Client. As such, WebsiteDesignsforyou.com reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

7. Website Hosting

Whilst WebsiteDesignsforyou.com provides website hosting services, no guarantees can be made as to the availability or interruption of this service. WebsiteDesignsforyou.com 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.

WebsiteDesignsforyou.com reserves 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 service should the necessity arise. No refund or credit will be provided should this occur.

8. Permission and Copyright

Copyright of the completed web designs, images, pages, code and source files created by WebsiteDesignsforyou.com for the project shall be with the Client upon final payment only by prior written agreement. Without an agreement, ownership of designs and all code is with WebsiteDesignsforyou.com.

These terms of use grant a non-exclusive limited license so that the Client can use the design on one website and on one domain name only. The Client is not permitted to use a design for more than one website without prior written agreement between the Client and WebsiteDesignsforyou.com.

The Client agrees that resale or distribution of the completed files is forbidden unless a prior written agreement is made between the Client and WebsiteDesignsforyou.com.

The Client hereby agrees that all media and content made available to WebsiteDesignsforyou.com for use in the project are either owned by the Client or used with full permission of the original authors. The Client agrees to hold harmless, protect and defend WebsiteDesignsforyou.com from any claim or suit that may arise as a result of using the supplied media and content.

WebsiteDesignsforyou.com takes no responsibility for any links to third party websites provided by the Client for use on the Website.

The Client agrees that WebsiteDesignsforyou.com reserves the right to include any work done for the Client in a portfolio of work.



TERMS AND CONDITIONS
Websitedesignsforyou.com
Updated 06 January 2021

The Client agrees to abide by the terms of any third party software or media included within any work done for the Client. Examples of this include, but are not limited to, Google-maps, Media under the Creative Commons license, RSS feeds, Open Source GPL Software etc.

9. Termination

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. Email or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for work completed (including any expenses incurred, as outlined in clause 1) to the date of first notice of cancellation for payment in full within thirty (30) days. No pre-paid hosting or email costs will be refunded on termination of the contract.

If the Client breaks any of these terms and conditions and the Client fail to correct the breach within seven (7) days following written notice from us specifying the breach, Websitedesignsforyou.com may terminate this Agreement forthwith.

If the Client is a company and the Client go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with the Client's creditors, Websitedesignsforyou.com shall be entitled to terminate this Agreement forthwith.

On termination of this Agreement or suspension of the Services Websitedesignsforyou.com shall be entitled immediately to block the Client's site and to remove all data located on it. Websitedesignsforyou.com shall be entitled to delete all such data but Websitedesignsforyou.com may, at its discretion, hold such data for such period as Websitedesignsforyou.com may decide to allow the Client to collect it at the Client's expense, subject to payment in full of any amounts withstanding and payable to us.

Should Websitedesignsforyou.com wish to terminate the contract, thirty (30) days notice will be provided. Links to managing Websitedesignsforyou.com content page will be provided. All future costs will then be borne by the Client and Websitedesignsforyou.com will not be responsible for any of the costs or content of the site.

10. Indemnity

All Websitedesignsforyou.com services may be used for lawful purposes only. The Client agrees to indemnify and hold harmless Websitedesignsforyou.com against all damages, losses and expenses arising as a result of any and all actions or claims resulting from the Client's use of Websitedesignsforyou.com service.

11. Intellectual property



TERMS AND CONDITIONS
WebsiteDesignsforyou.com
Updated 06 January 2021

Background IP means any IP Rights, other than Foreground IP, that is used in connection with these Terms.

Foreground IP means any IP Rights that arise or are obtained or developed by, or by a contractor on behalf of, either party in respect of the services and deliverables under or in connection with these Terms.

IP Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

All Background IP, including but not limited to any IP Rights in data, files and graphic logos provided to WebsiteDesignsforyou.com by the Client, is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom it's right to use the Background IP has derived).

The Client hereby grants to WebsiteDesignsforyou.com a non-exclusive licence to publish and use such material, which may be sub-licensed to any contractor acting on behalf of WebsiteDesignsforyou.com. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting WebsiteDesignsforyou.com permission and rights for use of the same. A contract for website design and/or placement shall be regarded as a guarantee by the Client to WebsiteDesignsforyou.com that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested. The Client shall indemnify and hold harmless WebsiteDesignsforyou.com against all damages, losses and expenses arising as a result of any and all actions or claims that any materials provided to WebsiteDesignsforyou.com by or on behalf of the Client infringe the IP Rights of a third party.

All Foreground IP shall vest in and be owned absolutely by the party creating or developing it. WebsiteDesignsforyou.com hereby grants the Client a non-exclusive licence of such Foreground IP for the purpose of operating the website.

12. Confidentiality

Each party (the **Receiving Party**) shall use its reasonable endeavours to keep confidential all information and documentation disclosed by the other party (the **Disclosing Party**), before or after the date of these Terms, to the Receiving Party or of which the Receiving Party becomes aware which



TERMS AND CONDITIONS
WebsiteDesignsforyou.com
Updated 06 January 2021

in each case relates to any software, operations, products, processes, dealings, trade secrets or the business of the Disclosing Party (including without limitation all associated software, specifications, designs and graphics) or which is identified by the Disclosing Party as confidential (the **Confidential Information**) and will not use any Confidential Information for any purpose other than the performance of its obligations under these Terms. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party. This clause shall survive the termination of these Terms for whatever cause.

During the term of these Terms the Receiving Party may disclose the Confidential Information to its employees and sub-contractors (any such person being referred to as the **Recipient**) to the extent that it is reasonably necessary for the purposes of these Terms. The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under these Terms as if the Recipient was a party to these Terms.

The obligations in this clause 11 shall not apply to any Confidential Information which is:

- a) at the date of these Terms already in, or at any time after the date of these Terms comes into, the public domain other than through breach of these Terms by the Receiving Party or any Recipient;
- b) furnished to the Receiving Party or any Recipient without restriction by a third party having a bona fide right to do so; or
- c) required to be disclosed by the Receiving Party by law or regulatory requirements, provided that the Receiving Party shall give the Disclosing Party as much notice as reasonably practicable of the requirement for such disclosure.

All tangible forms of Confidential Information, including, without limitation, all summaries, copies, excerpts of any Confidential Information whether prepared by the Disclosing Party or not, shall be the sole property of the Disclosing Party, and shall be immediately delivered by the Receiving Party to the Disclosing Party upon the Disclosing Party's request or the termination of these Terms (whichever is earlier). The Receiving Party shall not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.

13. Data protection

For the purposes of this clause, Data Protection Law means the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018, any other data protection and/or privacy laws applicable to WebsiteDesignsforyou.com, and any applicable laws replacing, amending, extending, re-enacting or consolidating the above from time to time.

Both parties will comply with all applicable requirements of Data Protection Law. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Law.



TERMS AND CONDITIONS
Websitedesignsforyou.com
Updated 06 January 2021

The Client will comply with Data Protection Law in connection with the collection, storage and processing of personal data (which shall include you providing all the required fair processing information to, and obtaining all necessary consent from, data subjects), and the exercise and performance of your respective rights and obligations under these terms and conditions, including all instructions given by the Client to Websitedesignsforyou.com and maintaining all relevant regulatory registrations and notifications as required under Data Protection Law.

The parties acknowledge that if Websitedesignsforyou.com processes any personal data on the Client's behalf when performing its obligations under this agreement, the Client is the controller and Websitedesignsforyou.com is the processor for the purposes of Data Protection Law.

The scope, nature and purpose of processing by Websitedesignsforyou.com, the duration of the processing and the types of personal data and categories of data subject are set out in our Privacy Notice and the project quotation.

In relation to the processing of personal data under these terms and conditions, Websitedesignsforyou.com shall:

Process personal data on the Client's behalf only on and in accordance with the Client's documented instructions as set out in this clause 11 (as updated from time to time by agreement between the parties), unless required to do so by applicable law; in such a case, we shall inform you of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

Ensure that persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

Implement and maintain appropriate technical and organisational measures in relation to the processing of personal data; you hereby acknowledge that you are satisfied that our processing operations and technical and organisational measures are suitable for the purposes for which you propose to use our services and engage us to process the personal data;

Promptly refer all data subject requests we receive to you and, taking into account the nature of the processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

Assist you in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to us and only in the event that you cannot reasonably be expected to comply with the requirements of Articles 32 to 36 without our information and/or assistance (e.g. you do not possess or otherwise have access to the information requested). We may charge our reasonable costs on a time and materials basis in providing you with such assistance;



TERMS AND CONDITIONS
WebsiteDesignsforyou.com
Updated 06 January 2021

Retain personal data in accordance with the retention periods set out in our Privacy Notice;

Make available to you all information necessary to demonstrate compliance with the obligations laid down in Article 28(3) and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you provided: (i) you give us at least 7 days prior notice of an audit or inspection being required; (ii) you give us a reasonable period of time to comply with any information request; (iii) ensuring that all information obtained or generated by you or your auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential; (iv) ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to our business; (v) no more than one audit and one information request is permitted per calendar year; and (vi) paying our reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits;

Take reasonable steps to ensure the reliability of anyone who we allow to have access to personal data, ensuring that in each case access is limited to those individuals who need to know or access the relevant personal data, as necessary for the purposes of the Terms; and

Notify the Client without delay (and if possible, within 24 hours) upon us or any sub-processor becoming aware of a personal data breach affecting personal data processed on the Client's behalf, providing the Client with sufficient information to allow you to meet any obligations to report or inform data subjects of the personal data breach.

The Client hereby gives WebsiteDesignsforyou.com consent to engage sub-processors for processing of personal data on your behalf. We shall inform the Client before transferring any personal data processed on your behalf to a new sub-processor. Following receipt of such information you shall notify us if you object to the new sub-processor. If you do not object to the sub-processor within seven calendar days of receiving the information, you shall be deemed to have accepted the sub-processor. If you have raised a reasonable objection to the new sub-processor, and the parties have failed to agree on a solution within reasonable time, the Client shall have the right to terminate these Terms with a notice period determined by the Client, without prejudice to any other remedies available under law or contract. During the notice period, we shall not transfer any personal data processed on the Client's behalf to the sub-processor.

WebsiteDesignsforyou.com shall enter into appropriate written agreements with all of its sub-processors on terms substantially similar to these Terms. We shall remain primarily liable to the Client for the performance or non-performance of the sub-processor's obligations. Upon your request, we are obliged to provide information regarding any sub-processor, including name, address and the processing carried out by the sub-processor.

We will not transfer personal data processed on your behalf to a country outside the United Kingdom which is not recognised by the European Commission to have an adequate level of protection in accordance with Data Protection Law unless the transfer is affected by such legally enforceable



TERMS AND CONDITIONS
WebsiteDesignsforyou.com
Updated 06 January 2021

mechanism(s) for transfers of personal data as may be permitted under Data Protection Laws from time to time.

14. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (Word or Google Docs delivered via e-mail) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by WebsiteDesignsforyou.com to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

15. Design Credit and Marketing

A link to WebsiteDesignsforyou.com will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied. When total development charges are less than £5000, a fixed fee of £500 will be applied.

The Client agrees that the website developed for the Client may be presented in WebsiteDesignsforyou.com portfolio, and hereby grants WebsiteDesignsforyou.com a worldwide, perpetual, non-exclusive licence to use its name, logo and branding for advertising, marketing and promotional activities.

16. Third Party Servers

WebsiteDesignsforyou.com designs and tests websites to work on the Wix server system and cannot guarantee correct functionality if the Client wishes to use a third-party server. In the event that the Client is using a third-party server, it is the responsibility of the Client and any third-party host to ensure that the server is compatible with the website. WebsiteDesignsforyou.com will assist the Client to configure the server if this is required. However, this may be subject to additional charges.

If the Client's website is to be installed on a third-party server, WebsiteDesignsforyou.com must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

17. Post-Placement Alterations

In the event that the Client wishes to make alterations to the website once installed, the Client agrees to give WebsiteDesignsforyou.com the opportunity to quote to provide such alterations. There is no obligation on the Client to accept the quote provided by WebsiteDesignsforyou.com.



TERMS AND CONDITIONS
WebsiteDesignsforyou.com
Updated 06 January 2021

WebsiteDesignsforyou.com cannot accept responsibility for any alterations caused by the Client or a third party occurring to the website once installed. Such alterations include, but are not limited to additions, modifications or deletions.

18. Domain Names

WebsiteDesignsforyou.com make no representation that the domain name the Client wishes to register is capable of being registered by or for the Client or that it will be registered in the name of the Client. The Client should not assume registration of the requested domain name(s) until notified by WebsiteDesignsforyou.com.

The registration and use of the Client domain name is subject to the terms and conditions of use applied by the relevant naming authority; ICANN in the case of .COM/NET/ORG and Nominet in the case of domain names ending with .UK the Client shall ensure that the Client are aware of those terms and conditions and that the Client comply with them. The Client shall have no right to bring any claim against WebsiteDesignsforyou.com in respect of refusal to register a domain name. Any administration charge paid by the Client to WebsiteDesignsforyou.com shall be non-refundable notwithstanding refusal by the naming authority to register the Clients desired name.

WebsiteDesignsforyou.com shall have no liability in respect of the use by the Client of any domain name; any dispute between the Client and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, WebsiteDesignsforyou.com shall be entitled, at their discretion and without giving any reason, to withhold, suspend or cancel the domain name. WebsiteDesignsforyou.com shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.

WebsiteDesignsforyou.com shall not release any domain to another provider unless full payment for that domain has not been received from the Client

Payment in relation to any purchase of domain names, hosting services and / or email addresses by WebsiteDesignsforyou.com will need to be provided prior to any work being completed. Renewal of those domain names, hosting services and email addresses must be made thirty (30) days prior to the end of the contract term. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of WebsiteDesignsforyou.com. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

19. Email addresses

Where an email address has been purchased as part of a package or at an additional cost a link and access to the email will be provided by WebsiteDesignsforyou.com. WebsiteDesignsforyou.com is not responsible for the management or upkeep of the email or the content that it is used for.



TERMS AND CONDITIONS
WebsiteDesignsforyou.com
Updated 06 January 2021

WebsiteDesignsforyou.com reserves the right to suspend or cancel any email address where the Client fails to meet the conditions outline within these terms and conditions.

20. Pointing

Where the hosting of the Clients website is provided by a third party WebsiteDesignsforyou.com will point the content to the hosting server. WebsiteDesignsforyou.com is, therefore, not responsible for the management of the third-party hosting or any email address associated with it.

21. Third Party Products

Any third-party software which WebsiteDesignsforyou.com agrees to provide shall be supplied in accordance with the relevant licensor's standard terms. The one-off licence fee for such third-party software is included in the Charges payable pursuant to clause 1.

22. General

These Terms constitute the entire agreement between the parties and supersedes all previous representations, promises, assurances, warranties, understandings and agreements between them, whether written or oral, relating to their subject matter.

A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

These Terms do not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of these Terms.

No variation of these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

A notice given to a party under or in connection with these Terms shall be in writing and in English, by email or next working day delivery service. Notices to the Client shall be sent to the email address or address last notified to WebsiteDesignsforyou.com. Notices to WebsiteDesignsforyou.com shall be sent to the email address or address set out at www.WebsiteDesignsforyou.com.

23. Digital Marketing

WebsiteDesignsforyou.com will honour the components of your chosen digital marketing scope of work, providing an agreement to a minimum 3 months contract is served and monthly payments are received in advance. In the event that payment is not received on time, we regret that further work will be halted until this is rectified.



TERMS AND CONDITIONS
WebsiteDesignsforyou.com
Updated 06 January 2021

24. Liability

Nothing in these Terms shall operate to exclude or limit either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud; or (c) any other liability which cannot be excluded or limited under applicable law.

WebsiteDesignsforyou.com shall not be liable under or in connection with these Terms or any collateral contract for any: (a) loss of revenue; (b) loss of actual or anticipated profits; (c) loss of contracts; (d) loss of business; (e) loss of opportunity; (f) loss of goodwill or reputation; (g) loss of, damage to or corruption of data; (h) any indirect or consequential loss; (i) loss or damage caused by any inaccuracy, omission, delay or error, whether as a result of negligence or other cause in the production of the website; or (j) loss or damage to the Client's artwork/photos supplied for the website, whether as a result of negligence or otherwise.

The entire liability of WebsiteDesignsforyou.com to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

25. Warranty

WebsiteDesignsforyou.com makes no express or implied warranties, including warranties of title, non-infringement, and warranties of merchantability or fitness for a particular purpose, regarding the service, or any software or other material available through the service, regardless of what the client may have told WebsiteDesignsforyou.com about the client's intended use of the service. No oral advice or information given by WebsiteDesignsforyou.com shall create a warranty or otherwise alter the provisions of this section.

26. Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the original provision.

27. Force Majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for two months, the party not affected may



TERMS AND CONDITIONS
Websitedesignsforyou.com
Updated 06 January 2021

terminate this agreement by giving 14 days written notice to other party.

28. Governing Law and Jurisdiction

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.