

The entire contents of this website are the copyright of South Wales Web Solutions Ltd (SWWS) and no part may be reproduced without permission. All rights reserved. Any person or company undertaking the services of South Wales Web Solutions Ltd (SWWS) agrees to the terms and conditions as set out below.

1.

Definitions

1.1

We, Us and Our means South Wales Web Solutions Ltd (SWWS).

1.2

You, Your means the party with whom We make this agreement and it includes any person who we reasonably believe is acting with your authority.

1.3

Client means a party with whom We make an agreement to supply services.

1.4

Agreement means the agreement between SWWS and the Client, incorporating the SWWS Order form and the Service Definition document.

1.5

Order means the order form for the service.

1.6

Service Definition means the document describing the services to be provided to the Client.

1.7

Service means any service provided by SWWS to the Client as part of the Agreement.

1.8

Charges mean all the charges associated with the services described in the Service Definition document.

1.9

Media means all images, text, animations, sound, and any other information, data or content that is used to provide the service.

2.

Quality Statement

2.1

We are a website company which seeks to understand your business, then takes text, logos, photos and existing website content, then using our experience we configure a website that has flair, simplicity and excellent navigation. Our work is in direct consultation with You. Ongoing update of your website is Your responsibility, but we are there to assist. We will provide a high standard of service.

3.

Acceptance of Order

3.1

This Agreement commences on the day the Order form for each Service together with any associated standing order mandate for the Service is signed, and the initial payment in respect of Services ordered is made. We reserve the right to refuse an order. Quotations are valid for 21 days from date of issue, unless otherwise stated. Should the customer wish to place an order after such a validity period, then we, in our sole discretion have the right to amend the original quote to reflect current pricing and availability of services, prior to accepting the customer's sales order.

3.2

This Agreement will continue until it is terminated in accordance with paragraph 10 below.

4.

Rights to Design and Content, Copyright

4.1

Final Media Ownership

4.1.1

The final Media content created specifically for You and supplied by Us that makes up the website, once paid for, is Your property. The following exceptions apply.

4.1.2

We have the right to supply Media content designed and created by Us for all our Clients to other Clients.

4.1.3

Ownership of Media content licensed for use on Your website under Copyright or other ownership agreements is as defined in these other agreements.

4.1.4

We are entitled to be acknowledged as the designers and/or programmers of the Media.

4.2

Underlying Media Ownership

4.2.1

This clause is being reviewed

4.2.2

Bespoke programming source code, added by Us, initial designs, source Media created or designed by Us and any other technical processes remain Our property.

4.3

Use of Final Media

4.3.1

We give you the right to use the final Media content for purposes other than those of the website.

4.3.2

It is standard practice for Us to indicate the Service is provided by Us with one or more links. We reserve the right to use details of the service in promotional material, unless You otherwise specify in writing.

4.4

Copyright

4.4.1

The copyright of all Media supplied by You must be owned by You, or approved in writing for use by the copyright holder of the Media.

4.4.2

You are solely responsible for ensuring that appropriate copyright approval has been obtained for Media to be used, and be able to provide evidence in writing.

4.4.3

We will assume that all Media given to Us does not infringe any copyright. As such we accept no legal responsibility.

4.4.4

All designs supplied by SWWS remain the copyright of SWWS and cannot be reproduced without permission or until such time that SWWS complete the website for the client. At such time as the website is loaded to the Internet the copyright will transfer, when paid for in full, to the client.

5.

Service Implementation

5.1

We will implement the Services agreed with you.

5.2

You must supply all requested data to the agreed time-scale agreed in a suitable format to Us to deliver the service. All the data should be provided in electronic form, this is especially important for product entries.

5.3

For a website you must supply: text, pictures images for content pages, and suitable images for each product with supporting descriptions, pricing, variations and any special terms. Graphics and logos if available must be provided in high quality electronic format, unless it is agreed we are creating the graphics for you.

5.4

Acceptance of a Service will be on delivery to the specification defined in the Service Document. If You fail to provide the agreed data defined in 5.2 and 5.3 above in the agreed timeframe, We will consider the service to be accepted.

5.5

You will be available for training within a reasonable timeframe. If training is deferred by you this will not prevent the site running live, and the balance payment for the website will be payable. Training will be provided at a later date. Should this cause a demand for SWWS to maintain the website content directly in the interim until You are able to manage the website, We reserve the right to charge for such additional services.

5.6

For a website Service You will need internet access to update the website and access e-mail. Internet access must be obtained separately by You.

5.7

We cannot guarantee precise listings in natural search engine result listings with our Search engine optimisation and submission Services. Our Services do deliver excellent results with carefully considered search terms.

5.8

We will instruct you how to manage backup of data associated with the Service. You must keep a copy of all website content. You must inform Us immediately if your need a restore from a system backup.

5.9

Delivery:

The Delivery timeframe will be as agreed and on the understanding that web content is provided by the client as defined in 5.2 above.

Due to the nature of our business we do not implement the use of third party delivery services.

6.

Domain Names

6.1

Domain names can be purchased by Us on Your behalf. We will manage the domain name on Your behalf. Placing an order with Us for a domain name does not guarantee the domain name is available to you. We will advise of availability on request.

6.2

The domain name will be registered in Your name, with Us as the named contact with the domain service provider.

6.3

It is Your responsibility to ensure that a domain name requested does not infringe any trademarks or copyright, and indemnifies Us against any legal action that may be taken to recover a domain name.

6.4

Transfer of a domain name and any associated costs, including any legal costs will be Your responsibility. Written proof of ownership is required to transfer a domain name.

6.5

You are fully responsible for renewal of the domain name. You must pay the requested domain name renewal charge at the specified time. Failure to do this will result in loss of the domain name. Consequences of this is Your responsibility.

6.6

The registration and use of the Domain Name is subject to the terms and conditions of use applied by the relevant naming authority.

6.7

We have no responsibility for domain names not purchased by Us.

7.

Limitations of Service

7.1

Whereas We make every effort to ensure websites hosted by Us are available for the maximum amount of time, the hosting service will be down from time to time for routine maintenance and failure of the systems. The World Wide Web is comprised of many networks and connections outside of Our control. We cannot guarantee that web services will be available for any particular time.

8.

Billing and Payment

8.1

Initial Service charges will be paid to Us by cheque or Credit Card with the Order, the amount as specified at the time of order. For a website, this will be 50% of the website total price. For other Services this will be the total amount.

8.2

The initial payment of 50% for a website configuration Service is non-refundable.

8.3

The balance payment for a website configuration Service will be paid prior to the training session, when access to the site admin is provided or at a time where the website is ready to go 'live' on the internet, whichever comes first.

8.4

Service charges for ongoing support Services will be paid to Us by standing order on a monthly or other basis as specified in the Agreement.

8.5

You will be given written notice of any change to the Service charges.

8.6

Failure to pay Us will result in termination of the Service. For a website support Service, this will result in removal of the website from the Internet.

8.7 Refund and Cancellation:

The initial 50% payment is non-refundable as defined in 8.2

Any cancellation after this point will incur additional costs for work carried out and/or admin.

Service charges for ongoing support on a monthly basis require a 30 day notice period.

9.

Confidentiality

9.1

You must not divulge, disclose, publish or make use of any information relating to the technology or technical processes underlying or comprised in the Service, or to Our business affairs or finances received at any time by You.

9.2

Exclusions to this are where information becomes lawfully available to You from sources independent of Us.

9.3

You must keep all user access identification and passwords associated with the services We provide confidential to users authorised to use the Service. We require your website admin access details to provide support services and as such request that any changes to these are made known to Us.

10.

Termination

10.1

This Agreement can be terminated by You upon giving Us at least 30 days notice in writing (unless the Agreement states an alternative notice period is required). You must pay all charges incurred up to the expiry of the Agreement.

10.2

We are entitled to terminate this Agreement for non payment of charges, or where the Service is being used in an inappropriate manner, see Paragraph 13, or You are unable, whether it be because of financial, personal or physical reasons, to continue running Your business or there is a breakdown of trust.

10.3

Consequences of the Agreement being terminated by You will be Your responsibility and You will be liable to reimburse us for Our reasonable costs of any work undertaken at Your instruction under this Agreement. Any payments made after termination will be non-refundable.

10.4

All Services will cease at termination. Termination of the website support and hosting Service will result in removal of the website from the Internet. Your right to use the website admin content management software will cease.

10.5

All licences purchased by SWWS will be removed if the client wishes to move the website files to another provider.

10.6

On termination, we can provide the following:

HTML Sites - Website files will be checked and made available to the client either via FTP, on a CD, or by email, for a charge of £50.00.

DNN Sites - We can provide the website in a zip folder template package for a charge of £100.00. This will need to be uploaded onto a DNN compatible host running the same or later version of DNN. Please note that you will need to own the relevant modules associated with your website to retain the functionality.

11.

Matters Beyond Our Reasonable Control

11.1

If either You or Us cannot do what we have promised in this Agreement because of something beyond our reasonable control, such as interruption of power supply, interruption of internet and communication systems, flood, exceptionally severe weather, war, disorder, industrial disputes, acts of local or central government or other competent authorities, acts or omissions of persons for whom we are not responsible We will not be liable for any failure in Our obligations.

12.

Liability

12.1

We cannot be held responsible for the accuracy or relevance of any Media used in the provision of the Service, nor for the popularity, success and/or use of the Service.

12.2

We cannot be liable for the transmission or reception of information of any nature via the Service.

12.3

We undertake no liability for acts or omissions of other providers of Services that we may provide.

12.4

We do not limit or exclude our liability for death or personal injury resulting from our negligence.

12.5

We will not have any liability for any: Consequential losses (including any loss of profits and/or damage to goodwill), economic and/or other similar losses, Special damages and indirect losses, Business interruption, loss of business and/or opportunity.

12.6

Total liability to you and/or arising in relation to any contract shall not exceed 3 times the amount of the contract or the sum of £1,000 which ever is the higher.

12.7

The systems and pages constructed/designed by Us to Your specification must comply with various differing country regulations. You will indemnify Us against any action that may be brought because of infringement of regulations of another country.

12.8

You are responsible for all final checking of website content and user functionality before systems go 'live' on the Internet. It is the responsibility of You to check the website to Your satisfaction.

13.

Acceptable Use

13.1

You must use the Service in an acceptable manner. You must not use the Service to send, receive or publish material which is offensive, indecent, abusive, obscene, fraudulent, menacing, libellous, in breach of confidence, copyright, privacy or any other rights. You must not use the Service for unlawful purposes. We will not be liable for any infringements.

13.2

We reserve the right to suspend a Service without notice if You are using the service in an inappropriate manner.

14.

Variation and Law

14.1

We reserve the right to vary these terms and conditions at any time.

14.2

These terms and conditions are governed by English & Scottish Law.