

Webchefs terms and conditions (June 2009)

Contract: The client's approval for work to commence shall be deemed a contractual agreement between the client and Webchefs. *Important: Approval for the work to commence and payment of the advance fee indicates that the client accepts the terms and conditions outlined in this document.*

We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes (the most up to date version can be found at www.webchefs.co.uk).

1.0 General

1.1 Quotations: The price quoted to the client is for the work specifically agreed on the quotation only. Should the client decide that changes are required after work on the website has commenced there may be a surcharge.

1.2 Liability: Webchefs will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the client's web site, hosting, content management system and/or any data stored in relation to the client's web site and domain name. This also includes any database(s), statistics, email account(s), web mail account, emails being lost, corrupted or hacked third party servers, software or any material provided by its agents.

1.3 Cancellation: Should the client wish to cancel at any point during the web design process they shall remain liable for the work that has taken place and shall be invoiced accordingly.

1.4 Terms and conditions: Webchefs reserves the right to amend or vary any of its Terms and Conditions at any time and without notice.

1.5 Additional Terms and Conditions: may be applicable where Webchefs supplies products and services on behalf of third parties.

1.6 Post launch: Once the client's website has been launched, the client has up to 7 days to make any further changes. After those 7 days, changes will be charged in accordance to the support package that they have chosen.

2.0 Website

2.1 Webchefs Intellectual Copyright: Webchefs holds intellectual copyright of any material, including source code and original images created for the client until payment of the final invoice. At this time we will transfer this intellectual copyright to the client. This does not include any php database coding application(s), which are thus used under licence, or any coding for which Third Party copyright is already held (e.g. certain database functions and special effects) - consequently, such programming shall not be modified or

used in any other context or application without the express permission of the original copyright holders.

2.2 Clients Responsibilities with Regard to Copyright: In situations where the client provides images, text, animations, layouts or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright.

Certain images provided by Webchefs may have been got under licence from stock image suppliers. These images are generally only licensed for use on a website. The licence may not permit them to be used in publicity material. The website owner is legally responsible for ensuring that this does not happen. If you wish to use any images from the site for other purposes please contact us for clarification.

2.3 Search Engine Promotion: If Search Engine Optimisation has been agreed as part of the contract the client must be aware that Webchefs are not responsible for ongoing web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimise your site initially for this by making it search engine friendly, it is impossible to make any guarantees on ranking position.

2.4 Browser compatibility: Webchefs makes every effort to design pages which display acceptably in the most popular current browsers, but cannot accept responsibility for pages which do not display acceptably in new versions of browsers released after pages have been designed.

2.5 Back up: It is the clients responsibility to have back up copies of all data on their server including their website, all of their emails and statistical data.

2.6 Design credit: At the bottom of each page of the client's web site will be placed a Webchefs logo and the words "This web site designed, created, hosted and maintained by Webchefs" or similar will be shown and a link to the Webchefs web site will be active.

2.7 The Domestic Energy Assessor logo: Where a client may have a website designed under the 'domestic energy assessor offer' thedomesticenergyassessor.co.uk logo may be placed at the bottom of your webpages. It may also include the words "DEA forum" or similar will be shown and a link to the The Domestic Energy Assessor web site will be active.

2.8 Our portfolio: We may choose to list (or de-list) your website in our portfolio showcase, together with a background summary of the client instructions, and also to place a hyperlink on our website to link to your website. This can have positive benefits for your website since it increases the link pattern which can improve recognition and rankings. If you prefer not to

be shown in the portfolio showcase you may inform us by e-mail.

2.9 Coding: Whilst every care is taken to ensure that the website design, coding and scripts are free of errors, *Webchefs* will not be held liable for any losses incurred due to malfunction of such coding or scripts on the Client's website. The ultimate responsibility lies with the Client to ensure that all coding and scripts are functioning correctly before final payment is made.

2.10 Compliance We take care to design our websites to W3C compliance. It is the Client's responsibility to ensure that the website and its content comply with all relevant standing regulations. *Webchefs* will not be held liable for any failure to comply with regulations related to accessibility, selling online, database use, or those related to a specific business, trade or when updating the website using the content management system.

3.0 Payment

3.1 Payment - Advance Fee: An advance fee of £100 is required before work can start. For work quoted over £349 a 50% deposit is required). Clients should only pay this advance fee if they agree to our terms and conditions. Payment of the advance will be taken as agreement.

3.2 Payment - Refund Policy: After work on a website commences advances are not refundable.

3.3 Payment of Balance: Payment is only requested when clients accept that their website has been completed to their satisfaction. Payment of the balance is due immediately on completion of the website. We reserve the right not to launch a website until full payment has been received.

3.4 Late Payments: Accounts that have not been settled within 7 days of our final reminder will incur a late payment charge of 10% of the amount outstanding. You will also be charged statutory interest of 8% above the reference rate (fixed for the six month period within which date the invoices became overdue) pursuant to the late payment legislation.

4.0 Support

4.1 Premier Annual support: Covers hosting, maintenance and updates to the website. Updates include like for like text, logos, links, pdfs, scripts and graphics when provided by the client. This is subject to fair usage of not more than 2 hours per month. Any additional work is carried out at a charge of £40 per hour (minimum charge of £20). The annual payment is paid on the one yearly anniversary of either website 'launch' or the first use of client email (whichever was first).

4.2 Standard Annual support: Covers hosting and site maintenance. Any

changes or updates requested by the client will be carried out at a charge of £40 per hour (minimum charge of £20).

4.3 Hosting: Webchefs can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Website, although Webchefs will endeavour to ensure that Website downtime is kept to a minimum.

4.4 Content Management System: Webchef clients are provided with the option to use a third party content management system provided by Cushy CMS. Clients are subject to the terms and conditions outlined by Cushy CMS we take no responsibility for services provided by third parties.

6.0 Domain names

6.1 Where Webchefs purchase domain name on client behalf: Webchefs may purchase domain names on behalf of the *client*. We will usually only register .co.uk domain names, unless you specifically request a different domain name suffix.

The domain name registration period for .co.uk domains runs for two years from the date of registration. After this time period has lapsed, the domain name registration will be renewed upon receipt of payment of renewal fees. The current cost of renewal is £20. We will usually send an invoice for domain name renewal approximately 4 weeks prior to the renewal date, and will request payment 2 weeks prior to the renewal date to ensure that domain renewal is a smooth & seamless process. Failure to make renewal payment on time may mean that the domain name registration is not renewed.

6.2 Where client purchases domain name: Payment and renewal of those domain names is the responsibility of the *client*. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Webchefs. The *client* should keep a record of the due dates for payment to ensure that payment is received in good time.