



## **Contract for Web Site Design, Hosting and Promotion Services**

Terms of agreement by and between Clive Wigan Trading as Ecomsolutions, Brampton House, Marringdean Road, Billingshurst, West Sussex, ENGLAND. RH14 9HD ("PROVIDER") and the CLIENT. The CLIENT being the remitter of funding for services provided via the PROVIDER

### **Client Responsibility**

1. Client grants to Provider the rights to use such trademarks, if any, in connection with Providers promotion of, referencing of, cataloguing of or indexing of Provider's Web Design Clients.
2. Client hereby agrees that: any material submitted for publication on Provider through Client(s) will not violate or infringe any copyright, trademark, patent, Data Protection Act, statutory, common law or proprietary rights or others, or contain anything libellous or harmful. Any material submitted for publication through Client's account(s) will not contain anything leading to an abusive or unethical use of the Web Hosting Service or Host Server(s). Abusive and unethical materials and uses include, but are not limited to pornography, obscenity, nudity, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity, or material advocating illegal activity and any infringement of privacy or libel.
3. Client hereby agrees to indemnify and hold harmless the Provider from any claim resulting from Client's publication of material or use of those materials. Provider may or may not give notice before deactivating the use of an account(s) which the Provider decides is an abusive or unethical use of, or a potentially illegal use of the Web Hosting Account(s) or Host Server(s). Client hereby agrees to indemnify and hold harmless the Provider in any claim resulting from the submission of any materials.
4. Client agrees that it shall defend, indemnify, save and hold Provider harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees, ("Liabilities") asserted against Provider, agents, its Clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employee or assigns. Client agrees to defend, indemnify and hold harmless Provider against Liabilities arising out of (i) any injury to person or property caused by any products or services sold or otherwise distributed in connection with Provider's Web Design Service; (ii) any material supplied by Client infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which Client has sold in the Web Design.
5. Client agree to process any personal information in compliance with Data Protection Act 1998

### **Breakages**

6. The Provider cannot be held responsible for any breakages occurring whilst handling items to be photographed.

### **Hardware, Equipment and software**

7. Client is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to update or maintain the Web Design Service. Provider makes no representations, warranties or assurances that Client's equipment will be compatible with Providers Services.

### **Site Running**

8. Whilst the Provider we will help manage your site, the Provider cannot be held responsible for delays, outages or other malfunctions due to the hosting of the site or the emails aspect of the site. Neither can the Provider be held liable for any consequential loss by failure of the Internet system, be it failure of your PC, modem, connection line, ISP or Internet site.

### **Internet Etiquette**

9. Due to the public nature of the Internet, all information should be considered publicly accessible and important or private information should be treated carefully. Provider is not liable for protection or privacy of electronic mail or other information transferred throughout the Internet for any other network Provider or its customers may utilise.

### **Domain Names**

10a. Where the Client registers a domain names themselves the Client is responsible for the renewal of that domain name.

10b. Where the Provider registers the domain name for the Client

- The Provider will be notified by the domain name issuing authority that the renewal of the name is due. The Provider will then advise the Client.

- As a precautionary measure the Provider will send the Client details of the domain name registration authority so that the Client can make a diary note to ensure renewal does indeed occur when required.

- The contract is between the Client and the domain name registration authority. The Provider is merely acting as agents

- The Client is bound by the terms and conditions of the Domain registration authority.

- The Provider cannot guarantee to be able to register a particular domain name until specific confirmation is received from the registration authority

The Provider gives no warranty that the name requested will not infringe the rights of any third party and the Client indemnifies the provider in respect of any such infringements

### **Termination**

11. This agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. In which event, the Provider will invoice the Client a pro rata amount for the work performed up to the termination date. Notwithstanding the above, Provider may terminate service under this agreement at any time, without penalty, if Client fails to comply with the terms of this agreement.

## **Copyright**

12. Copyright and ownership of the site is the property of the Client.. In the event of cancellation or cease by the Provider ownership/copyright and access to the site to be retained by the Client and the Provider will take all reasonable steps to ensure a smooth handover.

## **Limited Liability**

13a) Client expressly agrees that use of Provider's Services is at Client's sole risk. Provider, its employees, affiliates, agents, host, third party information Providers, merchants, licensors or the like, do not guarantee that Provider's Web Site Design Service will be error free; nor do they make any warranty as to the results that may be obtained from the use of the Web Design and/or Promotion Service. Neither also as to the accuracy, reliability or content of any information service or merchandise contained in or provided through ecomsolutions, unless otherwise expressly stated in this agreement.

13b) Under no circumstances, including negligence, shall Provider, its offices, agents or anyone else involved in creating, producing or distributing Providers Web Site Design Service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Provider's Design Services; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to Acts of God, communication failure, theft, destruction or unauthorised access to Provider's records, programs or services.

13c) The Client acknowledges that the Provider is not responsible for any consequential loss however caused.

13d) Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate sterling amount which Client paid during the term of this Agreement less any third party costs.

## **Entire Understanding**

14. The agreement contained in this Contract constitutes the sole agreement between Provider and Client regarding its Web Design Service. It becomes effective only when signed by both parties. These terms and conditions shall be governed and construed in accordance with English Law and any disputes arising in relation thereto shall fall within the exclusive jurisdiction of the English courts except where we agree otherwise.

## **Terms of Payment**

15. 50% of build cost to pay on order and 50% on agreed completion. This quotation is based on an assumed understanding of the job specification and the time involved.

16. Late payments. After 30 days from date of invoice interest at 5% per month is due.

