



# **b:web**

eCommerce | Web Development | Graphics | Marketing

## Terms and Conditions



b:websites: Terms and Conditions

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**b:websites Ltd**

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01483 799475 | [info@bwebsites.co.uk](mailto:info@bwebsites.co.uk)



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# Website Design & Development Terms

**Defective Date:** [date]

## Parties

**Supplier:** b:web ltd incorporated and registered in England and Wales with company number 06390504 whose registered office is at 67 Hyde Park Road Plymouth, PL3 4JN

**Customer:** [customer name, registered address and company number]

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## Background

The parties have agreed that the supplier shall provide the customer with the services described in the project proposal on the terms and conditions set out in this agreement.

## Scope of the project

The supplier shall:

1. deliver the services in accordance with the proposal;
2. provide the services with all due care and skill and in accordance with industry standards;
3. comply with all laws and regulations applicable to the provision of the services.

## Website content

1. Unless otherwise negotiated, the customer is responsible for providing and uploading all content for the website, including images and text in a suitable format.
2. The supplier will provide a stock library of free images that can be selected at no additional charge
3. Images that attract a fee will be charged at a cost plus £5 each

## Development and Acceptance of the Website

1. The website design for all key pages will be created as an image (mockup) and signed off by the customer before the website is built.
2. Once the supplier has completed a phase of the design and/or development the supplier shall invite the customer to test and accept the work completed in accordance with the proposal:
  1. In the event that any acceptance tests are not passed, the failures shall be drawn up and documented by the customer;
  2. The supplier shall remedy any defects promptly at no additional charge in order to ensure that the project passes the acceptance on a retest.
3. Following acceptance of a phase only minor changes will be made before additional fees are due.
4. The project is considered complete when all acceptance tests have been passed.

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## Warranties

1. The supplier shall perform the services with reasonable care and skill and in accordance with generally recognised commercial practices and standards.
2. The supplier will provide 12 weeks post-live bug fixes.
3. Defects and bugs raised by the customer after 12 weeks will be fixed by the supplier at the standard hourly rate.

## Intellectual property rights

1. All Intellectual Property Rights arising in connection with this agreement (other than Intellectual Property Rights in Third Party Products) shall be the property of the customer.
2. The supplier shall not use or re-create the look and feel of the final solution or anything substantially similar without the prior written consent of the customer.
3. Ownership remains with the supplier until all monies have been paid. Thereafter the customer is granted the non-exclusive use.
4. The supplier's link must remain in the footer area of the customer's website.
5. The supplier may showcase work completed on their website or view social media.
6. The customer is granted rights to the work output and not the original Photoshop or Illustrator files which form part of the supplier's workflow. The original files may be made available to the customer on negotiation of an additional fee.

## Final Payment

1. Final payment is requested after final customer acceptance and before the project is published.
2. The supplier may request payment for work completed in the event of the customer significantly delaying the progress of a project.

## Domain Names

1. 1 year of a '.co.uk' domain name is included without charge with all website packages.
2. Use of '.co.uk' domain names is charged at £15 per year. Use of '.com' domain names are £20 /year.

## Confidentiality

1. All information whether technical or commercial (including all business information, specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties) provided to the supplier by the customer at any time whether before or after the date of this agreement will be treated as confidential.
2. All media releases, public announcements and public disclosures by the supplier relating to this agreement or its subject matter, including promotional or marketing material, shall be co-ordinated with the customer and approved in writing by the customer prior to release.

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## Third Party Software

1. Any Third Party Software provided by the supplier to the customer is held under separate licence agreements with that provider directly;
2. The Third Party Software shall be supplied in accordance with the relevant licensor's standard terms;
3. Third Party Software costs are non-refundable on cancellation of this contract.

## Cancellation Rights

1. This agreement shall be deemed to have commenced on the Effective Date.
2. The customer may terminate this agreement at any time on notice to the supplier. The supplier may invoice the customer for all work incurred up to such date (to the extent that this has not already been paid by the customer) on an hourly basis, at a rate agreed in the proposal, subject to the supplier providing the customer with detailed evidence as to the number of hours supplied. In the event that such sum is less than the amount already paid to the supplier by the customer, the supplier shall refund the difference to the customer as soon as practicable and in any event within 7 days of the customer's notice of termination. This clause shall survive termination of this agreement.
3. Either party may terminate this agreement immediately at any time by written notice to the other party if:
  1. that other party commits any material breach of its obligations under this agreement which (if remediable) is not remedied within 7 days after the service of written notice specifying the breach and requiring it to be remedied; or
  2. that the other party:
    1. Ceases to trade (either in whole, or as to any part or division involved in the performance of this agreement); or
    2. becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party.
4. In the event that the supplier ceases to trade and/or becomes insolvent and/or unable to pay its debts all the customer's assets and/or intellectual property held by the supplier shall be returned to the customer immediately and by the latest 7 days.



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Signed by [NAME OF DIRECTOR] .....  
Director

for and on behalf of **B WEBSITES LIMITED**

Signed by [NAME OF DIRECTOR] .....  
Director

for and on behalf of **[CUSTOMER]**

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