

Terms & Conditions



For services supplied by WebTek Designs Ltd

Terms and Conditions agreement between WebTek Designs Ltd and
[Client Company Name]: _____

IMPORTANT NOTICE: These terms and conditions set out the agreement between you and us under which we will provide you with design and web services. It is, therefore, very much in your interest to read them carefully. If there is anything in the Terms and Conditions that you do not understand then please contact us on **0113 204 9150**

1. Contract

1.1 This contract is made between WebTek Designs Ltd - a company registered in England and Wales, Registered No 7354426, whose registered office is 25 Pipit Meadow, Morley, Leeds, West Yorkshire LS27 8GX ("The Company") and the company, firm, partnership or individual named at registration ("The Customer").

1.2 No variation of the terms of this contract however notified will be accepted unless authorised in writing by a Director of The Company.

2. Domain names

2.1 Domain names will be registered to WebTek Designs Ltd, unless specified at the time of purchase.

2.2 The Domain name registration period runs for 2 years after which time it will need to be repurchased. Domain names will automatically renew after this period only upon successful payment from the customer and will remain registered to WebTek Designs Ltd on your behalf, the client. WebTek Designs Ltd will endeavour to contact the customer in advance of the renewal date.

2.3 If a client wishes to transfer and/or take ownership of the registered domain, an administration charge will be applicable.

2.4 For all .co.uk domain name registrations you are entering into a contract with Nominet UK. Their terms and conditions apply.

2.5 For all .com domain name registrations you are entering into a contract with INWW. Their terms and conditions apply.

2.6 WebTek Designs accepts no liability for unsuccessful domain name registration requests.

2.7 WebTek Designs reserve the right to suspend /cancel a domain renewal or registration.

2.8 Charges are none refundable once a domain name has been registered.

2.9 Domain names are registered on a on a first come first serve basis.

3. Web Design

3.1 You acknowledge that we are not providing consultancy or any other advice in regard to the substantive information that you may choose to place on your web site.

3.2 If you order a web design service and cancel it before final delivery of your web site you will be required to pay WebTek Designs Ltd for the work undertaken.

3.3 If you order a web design service from us, you acknowledge that you are responsible for any content included on the site.

3.4 You acknowledge that you have copyright or permission to use any imagery and text supplied to us for use on your website. WebTek Designs are not responsible for any copyright breaches caused by imagery and text supplied by you.

3.5 Replication or Imitation and broadcast of the final designed and delivered website is forbidden by the client or any other parties. This includes replication of any code, images and graphic artwork generated and/or developed by WebTek Designs Ltd

3.6 All code, created artworks and design contained within the agreed and delivered website remains the property of WebTek Designs Ltd. Full transfer of these rights can be later purchased by the client for 70% of the original agreed cost. This will include the rights to the code, design and graphic elements designed and/or purchased by WebTek designs Ltd. This however excludes the transfer or the registered domain name and any current hosting the client currently has active with WebTek Designs.

4. Web Hosting

4.1 Web hosting will be registered to WebTek Designs and is renewable and chargeable on a yearly basis (Minimum term is 2 years).

4.2 If a client wishes to transfer the hosting to another provider, the client will be liable to pay the remaining amount left of the hosting term.

4.3 Web hosting and accompanying FTP account details are registered to WebTek Designs Ltd and all details remain the property of WebTek Designs Ltd. If a client wishes to purchase the transfer of the rights to a website (set out in condition 3.6), then all files will be removed from the hosting and FTP account registered by and to WebTek Designs Ltd and delivered to the client. It then remains the client's responsibility to arrange hosting for the website.

5. Payment

5.1 You will have to pay the charges within 14 days of the date of our invoice. We will exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to agreed credit terms.

5.2 If we are unable to collect the payments from you as they are due, we may suspend or cancel the service.

5.3 WebTek Designs will invoice you for the renewal of Domain Names every 2 years and Web Hosting on an annual basis. An invoice statement will be sent prior to payment, payable within 14 days. Failure to do so will result in these services (Web Hosting and/or Domain Name Registration) not being renewed on your behalf and will result in the loss of your website hosting and/or registered domain name.

5.4 Failure to make any scheduled payments either upon completion and delivery of the final website or throughout any pre-agreed payment plan may result in the suspension of services.

5.5 If invoice(s) for any scheduled payment(s) are not settled within 3 months of date of issue, then County Court Judgements (CCJ's) may be issued.

5.6 If we decide to suspend the service, this contract continues during this period and you will have to pay all relevant charges.

5.7 Payments made by cheques and/or cash will incur a Bank charge of £5.00 per transaction.

6 Suspension of the service

6.1 If anything that is stated within this contract is breached, then this will result in suspension of services and website taken down.

7 Termination of this contract by notice

7.1 Either party may terminate this Contract on 28 day's notice to the other such notice to expire after the end of the Minimum Period.

7.2 If the Customer terminates this Contract or the Service either before the Operational Service Date or during the Minimum Period, other than because WebTek Designs Ltd has increased the charges or has materially changed the Conditions of this Contract to the Customer's detriment, the Customer must pay WebTek Designs Ltd the termination charges specified in the Charges Schedule.

8 Changes to this contract

8.1 Except in the circumstances described if either party wishes to vary this Contract it must notify the other party in writing, detailing the proposed change and the reason for it.

8.2 The parties will discuss the proposed change.

8.3 Within a reasonable time of receipt of a proposed change, or the date of the discussions, the receiving party will notify the other party in writing whether the proposed change is feasible and the likely financial, contractual, technical and other effects of the proposed change.

8.4 Within a reasonable time of notification of the effects of a proposed change the receiving party will advise the other party whether it wishes this Contract to be amended to incorporate the change.

8.5 Where the parties agree a change to this Contract it will be recorded in writing and will form part of this Contract when signed by both parties.

9 3rd Party Rights

9.1 A person who is not party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10 Law and Jurisdiction

10.1 This Contract is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.

11 General

11.1 This Contract contains the whole agreement between WebTek Designs Ltd and the Customer relating to its subject matter and supersedes all previous written or oral agreements relating to it.

11.2 WebTek Designs Ltd and the Customer acknowledge and agree that they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into it; and

11.3 In connection with this Contract their only rights and remedies in relation to any representation, warranty or other assurance will be for breach of this Contract and that all other rights and remedies are excluded, except in the case of fraud.

11.4 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

12 Entire Agreement

12.1 This Contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.

12.2 The parties acknowledge and agree that:

- They have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into it; and
- In connection with this Contract their only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Contract and that all other rights and remedies are excluded.

12.3 The provisions shall not affect the parties' rights or remedies in relation to any fraud or fraudulent misrepresentation.

12.4 A person who is not party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

I agree that I have fully read and understood the above terms and conditions.

Agreed for and on behalf of (The Client)

Company Name _____

Business Type (Please tick): Sole Trader [] Partnership [] Limited/LLP/PLC []

(If Limited/LLP/PLC)

Company Registration Number _____

(If Sole Trader or Partnership)

Principal or Partner Name(s):

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Signature _____

Approved by (Director of WebTek Designs Ltd)

Print Name _____

Signature _____

Title _____

Date _____

Date _____

