

# **The Amazing Website Company Pay Monthly Websites**

## **Introduction**

These Terms and Conditions form the basis of an agreement between The Amazing Website Company and you, the customer.

By placing an order with The Amazing Website Company, you confirm that you are in agreement with and bound by the terms and conditions outlined below.

You are enlisting the services of The Amazing Website Company to provide you with a website on a pay monthly rental basis, for the price as outlined on our website.

You understand and agree that the website is provided to you on a pay as you go rental basis, and as such The Amazing Website Company retains ownership and copyright of the design, underlying code and any bespoke assets created for your website project at all times.

## **What do both parties agree to do?**

You agree to provide us with everything that we'll need to complete the project including text, images and other information, as and when we need it and in the format we ask for. You agree to review our work, provide feedback and approval in a timely manner.

We will endeavour to meet all the deadlines set but we cannot be held responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off on our work.

We will respect and maintain the confidentiality of any information that you give us.

## **Website Design**

We will create designs for the look-and-feel, layout and functionality of your website. These will be sent to you for your review. Upon receipt of your feedback, we will revise the design until it meets with your approval.

You understand that The Amazing Website Company owns these designs, and that you may not use them for any other purpose other than to review and provide feedback on our work.

For example, taking a design supplied by The Amazing Website Company and using it to create a website independently of us, would be a breach of the copyright we hold on all our works.

## **XHTML, HTML5 and CSS layout templates**

We develop websites using (at our discretion) various combinations of XHTML or HTML5 for content/structure and CSS2.1 and CSS3 for styling.

The landscape of web browsers and devices changes regularly, and our approach is to look forward, not back. With that in mind we will test all our code and CSS in current versions of major desktop browsers.

We will also test that your website design will perform well on major brands of smartphones and tablets, however due to the huge number of different devices and browsers involved, we cannot guarantee that your website will display consistently across every combination of device and browser.

Users of older or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software.

We will not test old or abandoned browsers, for example Microsoft Internet Explorer 6, 5 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera.

## **Text content**

You are responsible for all text and content creation. We will proofread and correct any obvious errors such as spelling mistakes, however we will not be held responsible for any errors contained in the content you provide to us. Should you notice any errors once your website is live, simply email us with the necessary corrections and we will amend your website as soon as possible.

You are responsible for ensuring that you have the appropriate rights to use anything that you have not created yourself. You agree to fully indemnify us against any claims for damages for breach of copyright or any other claims in relation to the content used on your website.

## **Photographs & Other Imagery**

You may supply photographs and images in digital formats or we may provide you with access to stock photography.

## **Changes and Revisions**

We will make content changes and amendments such as wording changes, adding news items, testimonials and images in accordance with the limits included in your chosen package.

If you require more frequent or extensive updates, we offer a 'self editable' option, for which we will give you full instructions.

## **Domain Names**

We offer a free domain name of your choice (dependent upon availability) with each of our pay monthly packages. This is optional and the price of your monthly package is unaffected by your election to use, or not to use, this service.

When we register a domain name for your website, we do this on your behalf. This means that you own the domain name even if you decide to cancel your website with us. Should you cancel your website with us, you will

be responsible for managing your domain name and agree that you will assume full responsibility for renewal deadlines and domain renewal payments. We will accept no responsibility for loss of a domain name due to a missed renewal deadline in this instance.

We reserve the right to charge a release fee for domain names on occasion. This would normally be where you have failed to pay our fees prior to cancellation of your package. In this case, we reserve the right to charge a domain name release fee equal to the outstanding sum owed.

### **Web Hosting**

Your website package includes web hosting, SSL certification and anti-hacking and malware protection. As the nature of hacking and malware is an ongoing and ever changing issue, we cannot guarantee that hacking or malware attacks will not happen. We will clean the website back to its clean state as quickly as is possible.

We do not allow access to servers (via ftp or other means) that hold our customer's sites, and you understand that any changes made to your website must be made via The Amazing Website Company staff, the 'self-edit' package we provide, or another option specifically approved by us.

If you provide your own web hosting, you agree to give us access to the server whenever required, in order to upload, amend, maintain or remove your website. You also understand that we can in no way be responsible for the performance of that web server or any other features relating to it.

If you do choose to use your own web hosting or server, we will ask you to agree on a contract period for our service. At the end of that contract period you will have the option to renew or cancel your package with us. You understand that we offer websites on a rental model – and as such the website will be removed from your servers in the event of a cancellation, and you

agree that server access must be granted to The Amazing Website Company to this end.

### **Technical support**

Sometimes things go wrong. Computers crash, hard drives fail, and Internet connections go down. With that in mind we don't make any guarantees regarding server uptime or the availability of your website to visitors at any one time.

Our website runs on the same servers and technologies as yours; if your website is down, so is ours. Our web hosting service is based in the UK and has an excellent reliability record (99.99% uptime) with 24/7 support, 365 days a year. On the rare occasions where things do go wrong, we always work our hardest and fastest to get things up and running again.

### **Legal stuff**

You understand that we can't guarantee that the functions contained in any web page templates or in a completed web site will always be error-free, or that your website will be available to visitors 100% of the time, and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.

This applies to any feature or service we provide be it 1st or 3rd party, including, but not limited to, web design, development, Search Engine Optimisation, web server & web hosting (speed, reliability and availability).

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

## **Copyrights**

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by your good selves, or that you have permission to use them. We assume no responsibility for checking up on our customers to make sure all the content provided is done so according to appropriate copyrights and other legalities. On a similar note, we reserve the right to refuse inclusion of content that we deem to be inappropriate, unlawful, or otherwise, completely at our discretion.

Copyright is automatically assigned as follows:

Your own text content, photographs and other data you provided, unless someone else owns them.

We own the markup, CSS and other code as well as the website design and any bespoke assets we design or create for you, and we license it to you for use while you're on one of our pay monthly plans.

We love to show off our work and share what we have learned with other people, so we reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design.

## **Payments**

In order to provide all our customers with an excellent level of service it is essential that we are paid promptly.

For that reason, we only accept payment for our pay-monthly packages by monthly Direct Debit.

Due to the nature of monthly payments we do not offer refunds. However, once the minimum length of 24 months for our packages has elapsed, you can cancel your package with us at any time, without incurring any additional fees

or charges. Please notify us by email at [hello@amazingwebsite.co.uk](mailto:hello@amazingwebsite.co.uk) should you decide to cancel your service.

In the event of you failing to make your monthly payments as they fall due, we reserve the right to suspend your website until your payments are up to date.

You may pay annually for your website. Annual payments must be made in advance and will attract a 10% discount. Annual payments may be made by cheque, bank transfer or Direct Debit. No refunds will be given should you decide to cancel your package.

### **Summary**

If for some reason one or more parts of these terms become invalid or unenforceable, the remaining parts of it remain in place.

We reserve the right to refuse service at our discretion.

These Terms & Conditions are a legally binding document under the exclusive jurisdiction of English courts.

We reserve the right to modify these terms and conditions at any time without notification.

If you have any queries about our Terms & Conditions, please contact us at [support@amazingwebsite.co.uk](mailto:support@amazingwebsite.co.uk)