

## Terms & Conditions – Updated April 2020

The following terms and conditions apply to all website development / design services provided by Cloudxs to the Client. Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

### 1. Acceptance

- a) It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote, then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

### 2. Charges

2.1 Charges for services to be provided by Cloudxs are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days. Cloudxs reserves the right to alter or decline to provide a quotation after expiry of the 30 days. Cloudxs also reserves the right to revise the quote should costs / project expenses be subject to change within this period.

2.2 Unless agreed otherwise with the Client, all website design services require an advance payment of a minimum of

- a) If the accepted quotation price is less than £3,000 for the project then 50% is payable on acceptance of the quotation and 25% payable once all structure and site content is finalised with the client followed by the balance of 25% payable a minimum of 5 working days prior to the site going live.
- b) If the accepted quotation price is greater than £3,000 for the project then 40% is payable on acceptance of the quotation and 40% payable once all structure and site content is finalised with the client followed by the balance of 20% payable a minimum of 5 working days prior to the site going live.
- c) Once work commences then any payments received are not refundable.

This does not apply to the costs of :

- i. Domain name(s) registration,
- ii. Site Hosting plans and duration
- iii. Email addresses linked to the new site

Items i & ii are payable with the initial amount and iii is payable 25 working days prior to the mailboxes being required.

## **2. Charges (cont)**

- d) Maintenance – Maintenance is billed monthly for all packages and is payable by standing order.
- e) Additional work
  - i. All additional work is billed on completion and at the current charge out rate and payable 7 working days after invoice date provided the amount of such work is less than £300.
  - ii. Should the amount of additional work be greater than £300 then 50% is payable 7 working days prior to work commencing provided all expected costs are agreed and 50% 7 days after completion.
- e) All costs are exclusive of VAT (if applicable)
- f) Payment for services is due bank transfer only and all bank details will be made available on invoices.

## **3. Client Review**

- a) Cloudxs will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies Cloudxs otherwise within ten days of the date the materials are made available to the Client.

## **4. Turnaround Time and Content Control**

- a) Cloudxs will install and publicly post or supply the Client's website by the completion date specified in the project proposal. The website(s) or Apps will not be made live until such time as all matters relating to structure, design and content are agreed and the project completed.
- b) In return, the Client agrees to delegate a single individual as a primary contact to aid Cloudxs with progressing the project in a satisfactory and orderly manner.
- c) During the project, Cloudxs will require the Client to provide website content, text, images, movies and sound files etc. to populate the website. Should any content be subject to copyright or similar, it is the Clients responsibility to ensure that all such content may be used, and all such permissions granted and provide documentary evidence.

## 5. Failure to provide required website content

- a) Cloudxs is a small business, to remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.
- b) We ask that you provide all the required information at least four weeks prior to the agreed completion date and or at agreed times throughout the project. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. If your project involves Search Engine Optimisation, we need the text content for your site agreed in advance so that the SEO can be planned and completed efficiently.
- c) If you agree to provide us with the required information and subsequently fail to do before the agreed time, one week prior to the project completion date we reserve the right to close the project and the any balances remaining become payable immediately. It is important that you do not give us the go ahead to start until you are ready to do so.
- d) Cloudxs agrees to make periodical updates to any sites commissioned and hosted by us or by any platform(s) we use and all subject to additional time charges / maintenance contracts (if taken out).

NOTE: Text content should be delivered as a Microsoft Word, pdf file, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this although all should be clear from the site / page flowcharting agreed on the inception of the project.

- e) Content of your website will not be available to upload or change by yourself. However, in the case of online shops then content is customisable by you.

## 6. Payment

- a) Invoices will be provided by Cloudxs at each stage of the project and a final invoice issued on completion but before publishing the live website. Invoices will be sent via email only. Payment is due as noted at 2. above . Accounts that remain unpaid thirty days after the date of the invoice will be assessed a service charge of the higher of twelve and a half percent (12.5%) of the invoiced amount or £60 per month, whichever is greater.

## **7. Additional Expenses**

- a) Client agrees to reimburse Cloudxs for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography, plugins or in site Apps etc. This payment will be required prior to the purchase of the additional required materials.

## **8. Web Browsers**

- a) Cloudxs makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Microsoft Edge, Google Chrome, etc.). The client agrees that Cloudxs cannot guarantee correct functionality with all browser software across different operating systems.
- b) Cloudxs cannot accept responsibility for web pages which do not display acceptably in obsolete version or new versions of browsers released after the website have been designed and handed over to the Client. As such, Cloudxs reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

## **9. Default**

- a) Accounts unpaid thirty days after the date of invoice will be considered in default. If the Client in default maintains any information or files on Cloudxs web space, Cloudxs will, at its discretion, remove all such material from its web space. Cloudxs is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Clients with accounts in default agree to pay Cloudxs reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Cloudxs in enforcing these Terms and Conditions.

## **10. Termination**

- a) Termination of services by the Client must be requested in a written notice or email and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until and unless confirmed in writing or email. The Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.
- b) Cloudxs has the right to charge the client up to 85% of the total Web / App development costs, should the client cancel the agreement after the design concepts have been agreed and work commenced but prior to the website going live notwithstanding interim payments already made. The scale of the charge will be dependent on what stage the project is at when the cancellation takes place.

## **11. Indemnity**

- a) All Cloudxs services may be used for lawful purposes only. You agree to indemnify and hold Cloudxs harmless from any claims resulting from your use of our service that damages you or any other party.

## **12. Copyright**

- a) The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Cloudxs the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Cloudxs permission and rights for use of the same and agrees to indemnify and hold harmless Cloudxs from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to Cloudxs that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

## **13. Standard Media Delivery**

- a) Unless otherwise specified in the project quotation, this agreement assumes that any text will be provided by the Client in electronic format (text files delivered on USB drive / Word format etc) and that all photographs and other graphics will be provided in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by Cloudxs to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed and indeed, such material may need to be retained by Cloudxs in order to reinstate material to the site.

## **14. Design Credit**

- a) A link to Cloudxs will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, a nominal fee of 12.5% of the total development charges will be applied. When total development charges are less than £1000, a fixed fee of £100 will be applied. The Client also agrees that the website developed for the Client may be presented in Cloudxs design's portfolio.

## **15. Access Requirements**

- a) If the Client's website is to be installed on a third-party server, Cloudxs must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

## **16. Post-Placement Alterations**

- a) Cloudxs cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

## **17. Domain Names**

- a) Cloudxs can purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client and will be billed on inception (if a new site) or 15 days prior to any renewal. The loss, cancellation or otherwise of the domain brought about by non or late payment by the client is not the responsibility of Cloudxs. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

## **18. General**

- a) These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's acceptance via email, text or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

## **19. Governing Law**

- a) This Agreement shall be governed by English Law.

## **20. Liability**

- a) Cloudxs hereby excludes itself, its Employees and or Agents from all and any liability from:
  - i. Loss or damage caused by any inaccuracy.
  - ii. Loss or damage caused by omission.
  - iii. Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site.
  - iv. Loss or damage to clients' artwork/photos, supplied for the site. It is immaterial whether the loss or damage results from negligence or otherwise.
- b) The entire liability of Cloudxs to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

## **21. Severability**

- a) In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid clause.

## **21. Maintenance Contracts**

- a) Maintenance contracts are available for a fixed initial period of 12 months and commencing at any point on or after the site(s) go live. We recommend that a maintenance contract is agreed and entered into not less than one month prior to the site going live.
- b) After the expiry of the initial period, contracts may be renewed for a similar period or using a rolling 3 monthly contract.
- c) Contracts may be cancelled by giving 3 months written notice prior to the end of the initial period or by giving 1 months' notice prior to the commencement of the next rolling contract
- d) No refunds are given for any unexpired part of the initial period or the unexpired part of any renewal period.
- e) Once the site goes live and a maintenance contract entered into, any cancellation of your standing order during the first initial 12 months or during any subsequent rolling 3 monthly contract will be deemed a breach of contract. In this case you would be liable for the balance of the maintenance contract to be paid with immediate effect plus a £35 admin fee.

## WEBSITE TERMS

### 1. Acceptance

- i. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Cloudxs relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.
- ii. The terms 'Cloudxs' or 'us' or 'we' refer to the owner of the website and the term 'you' refers to the user or viewer of our webs

The use of this website is subject to the following general terms of use:

2. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
3. Credit card details will be handled securely to ensure confidentiality
4. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
5. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
6. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website and are for illustrative purposes only and do not form part of any trading strategy of Cloudxs.

7. All Cloudxs services may be used for lawful purposes only. You agree to indemnify and hold Cloudxs harmless from any claims resulting from your use of our service that damages you or any other party. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.



8. From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
9. Your use of this website and any dispute arising out of such use of the website is subject to the laws of England.
10. We endeavour to respond to contact requests within 48 hours, but no liability is accepted by Cloudxs for any loss or injury caused by any late response. Cloudxs hereby excludes itself, its Employees and or Agents from all and any liability from:
  - i. Loss or damage caused by any inaccuracy
  - ii. Loss or damage caused by omission
  - iii. Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the your web site
  - iv. Loss or damage to clients' artwork/photos, supplied for the site. It is immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of Cloudxs to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

11. In addition you will be able to review the services that we are providing you and request changes and/or additions (subject to the terms above) at any time.
12. All prices are quoted in pounds Sterling and are inclusive of VAT (if applicable)