

PA Web Services Ltd Terms and Conditions

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PA Web Services Ltd Terms and Conditions

1 Introduction

PA Web Services Ltd (hereafter known as PA Web Services Ltd) provides website design, website development and management, domain name registration, email management and World Wide Web page hosting.

By placing an order with PA Web Services Ltd, you confirm that you are in agreement with and bound by the terms and conditions below.

1.1 Disclaimer

PA Web Services Ltd reserves the right to revise its policies at any time without notice

PA Web Services Ltd will not be responsible for any damages your business may suffer, expressed or implied for services we provide, or the services of any third part hosting services PA Web Services Ltd may use.

PA Web Services Ltd disclaims any warranty or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by PA Web Services Ltd and its employees.

1.2 Indemnification

The customer agrees to defend, indemnify and hold harmless PA Web Services Ltd against liabilities arising out of;

- (a) any material supplied by a customer infringing or allegedly infringing on the proprietary rights of a third party;
- (b) copyright infringement and
- (c) any defective products sold to a customer from PA Web Services.

1.3 Copyright

PA WEB SERVICES LTD will retain the copyright of any material, including any source code, created for the customer by PA Web Services Ltd until payment of the final invoice. At this point the copyright will become the property of the customer

1.4 PA Web Services Ltd Promotion

PA Web Services Ltd reserve the right to put a small notice at the bottom of the customers home page stating

"This site was designed, developed and is hosted by PA Web Services" with a hot link directly to the PA Web Services Ltd site. This notice will be displayed using a maximum of font size 8

2 Website Development

2.1 Development Proposal Agreement

A Website Development Proposal Agreement will be issued and agreed by both parties before any work will commence. It forms an agreement between PA Web Services Ltd and the client and contracts both parties to adhere to their mutual responsibilities and timescales in respect of the proposed website development.

Once acceptance of the agreement has been received by PA Web Services Ltd, by way of signed purchase order then it is deemed that an agreement has been reached between the two parties to carry out the work outlined in the quotation.

By issuing a purchase order to PA Web Services Ltd the customer accepts all the terms and conditions listed in this document.

In the event of a client cancelling the agreement, at any time after the receipt of a purchase order by PA Web Services Ltd, then fees will be due for any work carried out. This will be priced at our current hourly rate.

2.2 Website Development

During website development, progress can be tracked by the client on a central staging server provided by PA Web Services Ltd. Access to this server will be via a secure password issued to the customer. It will be the responsibility of the customer to keep this password safe. It must not be issued to a third party without express permission from PA Web Services Ltd.

Key milestones will be agreed between PA Web Services Ltd and the customer. These milestones will be based upon an agreed project plan. In order to meet deliverables / milestones of the project plan both PA Web Services Ltd and the client will be responsible for completing their agreed obligations within the agreed timescales.

If, during the development of the website, the customer does not supply the content required within the agreed timescales PA Web Services Ltd reserves the right to change and reissue the project plan to reflect these delays.

2.3 Website Completion

When both PA Web Services Ltd and the customer agree that the website meets the agreed development proposal agreement, agreed during the commissioning process, PA Web Services will invoice the customer for the final payment. The website and copyright will remain the property of PA Web Services Ltd until the final payment is received. On receipt of payment PA Web Services Ltd will commission the website on the final server and provide the customer with access and passwords for the website.

3 Hosting and eMail Service

PA Web Services Ltd will offer the use of it's third party hosting service, provided in partnership with FastHosts, to host the client's website and provide email and other services. Although PA Web Services Ltd is happy to recommend this service, no guarantee is offered in respect of reliability or suitability.

3.1 Server use

PA Web Services Ltd does not allow any of the following content to be stored on its servers:

- **Illegal Material** - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any United Kingdom or International law or Federal, State or local regulation.
- **Adult Material** - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of PA Web Services. **Warez** - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking. IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

3.2 Web Site Hosting Agreement

The website Hosting Agreement is issued in order to confirm that the client wishes PA Web Services Ltd to commence instructions to provide hosting and email services. In order for this to be commenced, the client must take all reasonable steps possible to ensure that any existing Domain Names are transferred to our hosting service. PA Web Services Ltd will provide instructions in carrying out the transfer should they be required.

4 Domain Name registration

Where PA Web Services Ltd has registered a domain name on the customer's behalf this domain name will be registered to PA Web Services Ltd. Upon registration of a domain name the customer acquires the right to use the domain name for the period agreed but does not hold title to it. If requested PA Web Services Ltd may agree to transfer this domain to the customer or his/her agent when asked to do so providing that all accounts have been settled. (NOTE: There is normally a charge for a domain name transfer.) Upon transfer of the domain registration the customer will be responsible for any renewal payments and management of the domain.

4.1 Registration Charges

All third party costs for the continuation of a domain registration, after the initial agreed period, will be met by the customer and are payable to PA Web Services Ltd before the continuation of the renewal period. Failure to make these payments may result in the lapse of the domain registration and removal of the website associated with the domain.

5 Payment Terms

Payment is currently accepted by cheque or BACS and in UK Pounds Sterling, unless otherwise agreed. If for any reason, any cheque is returned by the bank as unpaid the customer will be liable for a "returned cheque" charge of £25.

Payments for website development services must be paid within the following at the following stages of development

Go-ahead/Purchase Order	25% payment
Outline Design & Navigation Completed & Agreed	25% payment
Hand-over to Client/Training Completed	50% payment

Payment will be due within 10 days of final invoice. Full publication of the Web Pages will take place only after full payment has been received. Any material previously published may be removed if payment is not received.

5.1 Travel Expenses

Before commencement of the agreement a schedule of regular meetings will be agreed within the detailed project plan.

PA Web Services Ltd reserves the right to make travelling expenses charges for any additional meetings requested by the customer. These expenses will be based on 40p per mile

5.2 Privacy policy and confidentiality

To communicate with you, and to provide content in your website, we will require your name, address, phone number, e-mail address, etc..

If we need to contact you, we will contact you via e-mail or telephone first, and will write to you if e-mail or telephone contact is unsuccessful.

Any information provided by you will be used for PA Web Services Ltd purposes only. However, PA Web Services Ltd will display your contact information on your website if requested.. It is your responsibility to proof-read the web content to ensure that correct and pertinent details are displayed.

Your information will not be shared with individuals or other companies (such as direct mail organisations or other third parties) unless required by law.

We do our best to maintain the accuracy of any personal information you do supply to us. You can help us update and maintain the accuracy of any personal information you supply by informing us of any changes to your name, address, e-mail address, telephone numbers, etc..

PA Web Services Ltd and any third party associates shall use information provided by you in relation to this agreement in accordance with the Data Protection Act 1998

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