01943 462182
hello@etempa.co.uk
www.etempa.co.uk

Terms and Conditions

1. **Instructions**

   Written instructions ("the Written Instructions") will set out the work (web development work, software work or other work) ("the Deliverable"), which is to be developed or amended or carried out by Etempa Solutions Limited ("we") for the Client ("you").

   You confirm that you are not acting as a consumer for the purposes of the Consumer Rights Act 2015.

2. **Deposit Paid**

   An initial instalment of a specified percentage of the agreed cost of the Deliverable will be payable on placing of the order before work on the Deliverable commences, unless the value of the Deliverable is small, work is to be charged on an hourly basis or we have agreed a different basis of charging. The deposit is not refundable if you cancel or do not proceed with the work, unless we agree with you that we will carry out other equivalent work in which case the deposit may be transferred to the other work with our express agreement.

3. **Work**

   On completion of the work on the Deliverable to your reasonable satisfaction, the agreed fee (or the balance) shall become payable immediately. If we are unable to complete the work within a reasonable period of time due to our inability to obtain any necessary instructions or approvals from you after three attempts, we will give you notice of our intention to bill and will then bill based on the amount of work carried out by us.

   Thereafter we will not be under any obligation to carry out any further work (such as updating or changes) unless you specifically request us to do so; any such further work will be charged for separately as agreed with you.

   Where we provide a Hosting and Maintenance Service, the provisions of

the Appendix apply to such service, unless otherwise agreed.

Our Pay As You Go work is charged on an hourly basis, with a minimum charge of one hour per session / job. Thereafter, time is charged in units of 30 minutes. Any unit of less than 30 minutes will be rounded up.

Pay As You Go work is billed on a monthly basis and we have a minimum charge of £100 for Pay As You Go Level 1 work accrued over one calendar month. Higher level work is charged at a higher rate.

If you become subject to a relevant insolvency procedure (as defined in section 233B of the Insolvency Act 1986) then work carried out, or to be carried out, by us after the date on which you become subject to such insolvency procedure ("Relevant Work"), must be paid for in advance. We shall not be required to carry out Relevant Work unless either payment is made in advance or the office holder, supervisor or trustee under such insolvency procedure provides reasonable security or other satisfactory assurance that payment will be made for the Relevant Work.

4. **Payment**

You will pay by bank transfer or cheque, by Paypal (http://www.paypal.com) or by credit or debit card through Stripe.

5. **Intellectual Property in Software**

Where the Deliverable is a website, subject to payment of the agreed fee in full, to the extent that the copyright in the content (text and images) is vested in us we will formally transfer it to you on request for no consideration.

Subject to payment of the agreed fee in full, we grant a non-exclusive, non-transferable right to use the software and coding in the Deliverable for activity in the course of your business, the provision of support, maintenance, development, disaster recovery back-up, information processing and network services relating to such software and the use, storage and amendment of data.

Subject to the above, this contract does not, unless expressly agreed to the contrary in writing, transfer ownership or create any licences in the Deliverables.

6. **Warranty Given By Us**

   We warrant that that the Deliverable will be fit for its purpose, as disclosed to us by you in writing, provided it is used properly; but we otherwise exclude any warranties as to merchantability or fitness for any other purpose or in relation to requirements which were not disclosed to us in writing at the outset. You acknowledge that you have not entered into this Agreement on the basis of, and do not rely on, any representations or warranties except as expressly set out in this Agreement or the Written Instructions.

7. **Indemnity Given By You**

   You agree to indemnify Etempa and its agents and employees against any loss, costs and fees incurred as a result of your misuse of the Deliverable or its use in an adverse manner.

8. **Confidentiality**

   Unless otherwise agreed with you, we may, for marketing purposes publicly refer to the fact that we have developed the Deliverable.

   We agree to keep confidential all information about your business, which you disclose to us, unless and to the extent that the information is already in the public domain, or is disclosed on your website or disclosure is required by law.

   You agree to keep confidential information about our business which we disclose to you unless and to the extent that the information is already in the public domain or is disclosed on our website, or disclosure is required by law.

   These obligations shall apply during the contract period and for a further two years from the end of the contract.

9. **Data Protection**

   We will act in accordance with the Data Protection Act 2018 and all data protection legislation, including in regard to any data processing carried out in relation to you. You will act in accordance with the Data Protection Act 2018 and all data protection legislation, including in regard to any data processing carried out in relation to us. Each of us is, and shall act as,

a data controller. Our privacy policy can be viewed at www.etempa.co.uk or is available in hard copy on request.

10. **Limitation of Our Liability**

To the extent permitted by law, you agree that our liability to you in contract or tort will not exceed the total fee paid by you for the Deliverable. You further agree that we will not be liable for any indirect or consequential losses.

11. **VAT**

We are registered for VAT and we will add VAT at the prevailing rate and provide a VAT invoice.

12. **Notices**

Any notice to be served on us shall be deemed to be validly served two days after being posted first class (or airmail if from outside the UK) with the correct postage addressed to the registered office.

Alternatively, any notice shall be deemed to be validly served 24 hours after being sent by email to **hello@etempa.co.uk** provided that the email is not returned as undeliverable.

Any notice to be served on you shall be deemed to be validly served two days after being posted first class (or airmail if to outside the UK) with the correct postage addressed to your last address held by us.

Alternatively, any notice shall be deemed to be validly served 24 hours after being sent by email to the most recent email address we have for you provided that the email is not returned as undeliverable.

13. **Complaints**

If you have a complaint you should in the first instance tell the person responsible for the Deliverable. Alternatively you can contact Pippa Ridley, Managing Director.

If you do not wish to contact either, you should contact Ros Marshall

Smith, Chairman, at Etempa Web Solutions – see the contact methods below.

14. **Entire Agreement**

This Agreement constitutes the entire agreement between us with regard to the subject matter with which it deals and supersedes and extinguishes any previous agreements, representations and understandings.

15. **Waiver**

Any waiver by you or us of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach and any delay by you or us in taking action in respect of a breach of any provision of this Agreement shall not be considered as a waiver of that or any other breach of this Agreement.

16. **Governing Law**

This contract is governed by the law of England and all disputes shall be subject to the exclusive jurisdiction of the English courts.

Details of Etempa Solutions Limited:
Incorporated in England and Wales under company number 08203458
Telephone Number: 01943 462 182
Email address: hello@etempa.co.uk
Address and Registered office: 34 - 36 Pegholme, Wharfebank Mills, Ilkley Road, Otley, West Yorkshire, LS21 3JP.
Version 16: November 2026

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Appendix

1. **Hosting and Maintenance**

   These terms and conditions govern the hosting and maintenance services provided by Etempa Solutions Limited ("we") for the Client ("you").

   We offer three different services for Wordpress websites:

   a. The **Wordpress Starter** consists of:
      - .co.uk Domain (or equivalent costing domain)
      - Web Hosting Space
      - Email Accounts
      - Website Database
      - SSL Certificate
      - Discounted Pay As You Go Rate For Additional Work

      The cost is £180 a year payable no later than the commencement date of the contract.

   b. The **Wordpress Builder** consists of:
      - .co.uk Domain (or equivalent costing domain)
      - Web Hosting Space
      - Email Accounts
      - Website Database
      - Discounted Pay As You Go Rate For Additional Work
      - SSL Certificate
      - Weekly Backup and Restore Service
      - Security Monitoring, Updates and Patches For Website Software
      - Software and Plugin Updates
      - Monthly Site Report Including Security and Website Analytic Data

      The cost is £495 a year payable no later than the commencement date of the contract.

   c. The **Ultimate Wordpress** consists of:
      - .co.uk Domain (or equivalent costing domain)
      - Web Hosting Space
      - Email Accounts

- Website Database
- Discounted Pay As You Go Rate For Additional Work
- SSL Certificate
- Weekly Backup and Restore Service
- Security Monitoring, Updates and Patches For Website Software
- Software and Plugin Updates
- Monthly Site Report Including Security and Website Analytic Data
- One Hour's Worth of Development Work Per Month
- Website Analytics
- Monthly SEO Report and Recommendations
- Search Engine Health Checkups

The cost is £1095 a year payable no later than the commencement date of the contract.

The one hour development time is valid for each month and cannot be carried forward if unused.

Additional work, not covered by the one hour a month of included development work may be purchased on an ad hoc basis at an agreed rate per hour.

We offer three different services for all other websites:

a. The **Online Starter** consists of:
   - .co.uk Domain (or equivalent costing domain)
   - Web Hosting Space
   - Email Accounts
   - Website Database
   - SSL Certificate
   - Discounted Pay As You Go Rate For Additional Work

   The cost is £180 a year payable no later than the commencement date of the contract.

b. The **Business Builder** consists of:
   - .co.uk Domain (or equivalent costing domain)
   - Web Hosting Space
   - Email Accounts
   - Website Database

- Discounted Pay As You Go Rate For Additional Work
- SSL Certificate
- Weekly Backup and Restore Service
- Security Updates and Patches For Website Software
- Website Submission To Search Engines (Google and Bing)

The cost is £430 a year payable no later than the commencement date of the contract.

c. The **Ultimate Empire** consists of:
   - .co.uk Domain (or equivalent costing domain)
   - Web Hosting Space
   - Email Accounts
   - Website Database
   - Discounted Pay As You Go Rate For Additional Work
   - SSL Certificate
   - Weekly Backup and Restore Service
   - Security Updates and Patches For Website Software
   - Website Submission To Search Engines (Google and Bing)
   - One Hour's Worth of Development Work Per Month
   - Website Analytics
   - Monthly SEO Report and Recommendations
   - Search Engine Health Checkups

   The cost is £1050 a year payable no later than the commencement date of the contract.

   The one hour development time is valid for each month and cannot be carried forward if unused.

   Additional work, not covered by the one hour a month of included development work may be purchased on an ad hoc basis at an agreed rate per hour.

We also offer a range of additional and custom packages, including Wix packages, enhanced server performance packages and domain and / or email only packages. The included services and price will be agreed to you in writing.

2. **Term of the Contract**

The contract will last for twelve calendar months from the

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commencement date and thereafter shall continue unless either you or we give notice of termination in writing at least one calendar month prior to the anniversary of the commencement date.

3. **Annual Increase in Fees**

The fees referred to above may be increased by us in subsequent years.

We will give notice of any increase in writing to you no later than one calendar month prior to the anniversary of the commencement date.

4. **Provision of Hosting**

We will use reasonable endeavours to continue to provide a hosting service during the period of the contract.

However, if we are unable to do so for reasons beyond our control, we will advise you immediately in writing.

Web hosting space on our general hosting plans is unlimited, but subject to 20i's fair usage policy (details can be provided on request). Web hosting space on our managed VPS hosting plans will be limited to your agreed disk space.

Email hosting space is limited to 10GB. Further space can be provided for an agreed fee as confirmed in writing.

A bespoke hosting and maintenance service can be provided for an agreed fee as confirmed in writing.

5. **Provision of Maintenance**

Where we provide maintenance services with included developer hours, you are responsible for notifying us of the changes you require and for the content of the website.

However, if we are aware of changes required to comply with legislation, we will normally advise you of this so we can agree any changes to be made.

Please see clause 7 and 8 for the definition of included maintenance relating to security and plugin updates.

6. **Daily / Weekly Backup and Restore Service**

   Where we provide a daily / weekly back up and restore service, on a regular basis (daily for data likely to change daily and weekly for static data or files that won't change) we will take a back up copy of the website and database (if applicable) which will be stored in an isolated environment (separate from the website).

   The back up will be available to you at any time on request.

   As and when needed, we will restore your site from the latest appropriate back up.

7. **Security Monitoring and Updates**

   Where we provide security monitoring, we will use monitoring software to monitor activity and traffic on your site, with the view to preventing and blocking any suspicious and malicious behaviour that is detected.

   Where we provide security updates, we will patch your website promptly in the event a security patch is released by a third party of which we are aware.

   We cannot provide you with an absolute security guarantee and we are not liable for any loss or damage arising from any security breach other than in circumstances where we have been grossly negligent.

   Where security updates are included in your package, the security update work will be done at no additional cost. However, if we are required to update your website code in order to apply the security patch, this update work will be an additional cost. Where possible we will communicate this cost to you before we begin.

   Scenarios this would apply include, but are not limited to:

   a. We have to update your server software but your code is not compatible with that new server version

   b. Implementing a security patch breaks either all or part of your website due to outdated or incompatible code

c. You are using third party software which has either been abandoned or only releases up to date versions if you have an active, paid licence.

If you have chosen a package that doesn't include security updates, whilst we will do our best to communicate to you any critical security issues with your website, you assume responsibility for the security and any costs associated with keeping it secure.

8. **Software and Plugin Updates**

Where we provide software and plugin updates, we will keep your Wordpress installation and plugins up to date, with new updates being installed as and when they become available.

There may be times when updating one plugin causes an issue elsewhere on your website, either in your main code base or because it conflicts with another plugin. This may present itself as either the entire site being down or broken, or an isolated part of the site not functioning correctly or showing an error.

We will spend up to one hour of developer time trying to resolve the issue however, if we are required to do any additional work to apply the update, this will be considered additional work and will be chargeable. Where possible we will communicate this cost to you before we proceed.

9. **Submission To Search Engines**

We will submit your site to both Google and Bing's Webmaster Tools including a sitemap for correct indexation into their search engine.

This normally assists in facilitating a more favourable ranking in the search engines but does not guarantee any particular placing.

10. **Limitation of Our Liability to You**

To the extent permitted by law, you agree that our liability to you in contract or tort will not exceed the total fee paid by you for the services for your website pursuant to this Appendix in the twelve months prior to the date that you notify us in writing of your claim against us.

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11. **Indemnification**

    You agree to indemnify us and our agents and employees promptly on written demand against any loss, costs and fees incurred by us as a result our providing hosting and maintenance services for you in accordance with this contract.

12. **VAT**

    We are registered for VAT and we will add VAT at the prevailing rate and provide a VAT invoice.

13. **Data Processing**

    If we are required to process any personal data in relation to any website in carrying out our services for you in respect of such website pursuant to this Appendix, we shall (in respect of that personal data, but not otherwise) act as data processor and you will act as data controller and the Schedule shall apply in respect of such personal data.

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Schedule – Data Processing

1. We shall only process the personal data for and on your behalf for the purposes of services provided pursuant to this Appendix in accordance with your written instructions.

2. Unless prohibited by law, we shall notify you immediately (and in any event within 24 hours of becoming aware) if we believe that we are required by applicable law to act other than in accordance with your instructions or any of your instructions infringe any Data Protection Legislation.

3. We will take all reasonable steps to ensure the reliability of any of the persons who have access to the personal data and ensure that each such person has entered into appropriate contractually binding confidentiality undertakings with us.

4. We will not disclose personal data to a third party in any circumstances unless expressly permitted by you.

5. We will not make (or instruct or permit a third party to make) a data transfer outside the UK unless you have given your consent.

6. Except to the extent otherwise required by Data Protection Legislation, upon the earlier of the termination of this Agreement and the date on which the personal data is no longer relevant or necessary for the purposes of this Agreement, we will cease processing all personal data and return and/or permanently destroy so that it is no longer retrievable (as dictated in writing by you) all personal data and copies in our possession or control (and, if requested, shall provide you with a certificate confirming this has been done).

7. We will pass any data subject requests which we receive in respect of the personal data to you within 48 hours of such notification and will notify any data breaches affecting your data to you within 48 hours.

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8. We will not alter, delete, add to or otherwise interfere with the personal data other than as expressly required or permitted under this Agreement.

9. We will implement and maintain appropriate technical and organisational security measures to comply with the obligations imposed under the Data Protection Legislation.

10. We will otherwise comply with the applicable obligations imposed on a data processor under the Data Protection Legislation.

11. "Data Protection Legislation" in this Schedule means the Data Protection Act 2018 and all other data protection legislation.