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## *Terms and Conditions*

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### **Instructions**

1. 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.

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

### **Deposit Paid**

2. 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.

### **Work**

3. On completion of the work on the Deliverable to your reasonable satisfaction, the agreed fee (or the balance) shall become payable immediately.

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.

The provisions of the Appendix govern the services we provide for further work and will apply if you select any such service, unless otherwise agreed.

Our Pay As You Go work is charged on an hourly basis, with a minimum charge of half an hour per session / job. Thereafter, time is charged in units of 15 minutes. Any unit of less than 15 minutes will be rounded up or down, as appropriate.

**Etempa Solutions Limited**

PO Box 93, Otley, LS21 3XZ

[www.etempa.co.uk](http://www.etempa.co.uk) ~ 01943 462 182 ~ [hello@etempa.co.uk](mailto:hello@etempa.co.uk)



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Pay As You Go work is billed on a monthly basis and we have a minimum charge of £50 for Pay As You Go work accrued over one calendar month.

#### **Payment**

4. You will pay by bank transfer or by Paypal (<http://www.paypal.com>) or cheque to us.

#### **Intellectual Property in Software**

5. 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.

#### **Warranty Given By Us**

6. 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.

#### **Indemnity Given By You**

7. 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.

#### **Confidentiality**

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

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We agree to keep confidential 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.

#### **Data Protection**

9. We will act in accordance with the Data Protection Act 1998 and data protection legislation, including in regard to any data processing carried out in relation to you.

#### **Limitation of Our Liability**

10. 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.

#### **VAT**

11. We are not registered for VAT. To the extent this changes before the Deliverable is completed and we will advise you and in the event that (but only if) you are VAT registered we will add VAT at the prevailing rate and provide a VAT invoice.

#### **Notices**

12. 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 **PO Box 93, Otley, West Yorkshire LS21 3XZ.**

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.

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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.

### **Complaints**

13. If you have a complaint you should in the first instance tell the person responsible for the Deliverable.

If you do not wish to do this, you should contact Ros Marshall Smith, Director, at Etempa Solutions – see the contact methods below.

### **Governing Law**

14. 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**

**Address: PO Box 93, Otley, West Yorkshire LS21 3XY**

**Telephone Number: 01943 462 182**

**Email address: [hello@etempa.co.uk](mailto:hello@etempa.co.uk)**

**Registered office: The Apex, 2 Sheriffs Orchard, Coventry, CV1 3PP.**

**Version 5: May 2017**

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## Appendix

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### Hosting and Maintenance

1. 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
  - Discounted Pay As You Go Rate For Additional Work

The cost is £60 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 £350 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)

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- 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 £650 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
- Discounted Pay As You Go Rate For Additional Work

The cost is £60 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)

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- 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 £300 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 £590 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.

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**Term of the Contract**

2. The contract will last for twelve calendar months from the commencement date and thereafter shall continue unless either you or we give notice of termination in writing at least two weeks prior to the anniversary of the commencement date.

**Annual Increase in Fees**

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

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 provided that, other than in exceptional circumstances, the percentage increase will not exceed the increase in the Retail Prices Index (or, in the event of the discontinuance of this index, a broadly similar index).

For this purpose we will use the most recently published Retail Prices Index, which is available to us.

**Provision of Hosting**

4. 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 totally beyond our control, we will advise you immediately in writing.

Web hosting space is limited to a maximum of one gigabyte. 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.

**Provision of Maintenance**

5. Where we provide maintenance services, 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.

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### **Weekly Backup and Restore Service**

6. Where we provide a weekly back up and restore service, on a weekly basis we will take a back up copy of the website which will be stored in two separate locations.

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 weekly back up.

### **Security Monitoring and Updates**

7. 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.

However, 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 we have be negligible.

### **Software and Plugin Updates**

8. 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.

### **Submission To Search Engines**

9. 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.

### **Limitation of Our Liability to You**

10. 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 in the twelve months prior to the date that you notify us in writing of your claim against us.

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**Indemnification**

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

**VAT**

12. We are not registered for VAT.

To the extent this changes over the period of the contract we will advise you and in the event that (but only if) you are VAT registered we will add VAT at the prevailing rate and provide a VAT invoice.

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