



**BuiltByGeeks Ltd**  
181 Bishopthorpe Road, York  
North Yorkshire, YO23 1PD  
Office: 0113 3282304  
Mobile: 078 99906444

# Terms & Conditions

The following terms and conditions apply to all website development / design and marketing services provided by BuiltByGeeks Ltd to the Client.

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.

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. Our Intellectual Copyright:

We will hold intellectual copyright of any material, including any source code and original images created for the client until payment of the final invoice. It will then become the property of the client.

## 2. Clients Responsibilities with Regard to Copyright:

In situations where the client provides images, text and animations for their website, then they are legally responsible for ensuring that this material does not infringe any copyright. Certain images provided by us in the construction of the website may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in publicity material unless otherwise agreed.

## 3. Limitation of liability/indemnification:

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of our work, whether in contract or otherwise, even if the other has been advised of the possibility of such loss or damages. Our total liability under these conditions with respect to the work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the client to us for this individual project.

## 4. Search Engine Promotion:

We are not by default responsible for the client's on-going website promotion. If the client requires the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the search results is controlled by the search engines. We will endeavour to ensure that your site is successful in the search rankings through a carefully optimised design. However, search engines frequently change their retrieval methods and you accept that we cannot be held responsible for future rankings under this contract.

## 5. Cancellation:

Should the client wish to cancel a project at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.

## 6. Quotations:

The price quoted to the client is for the work agreed on the quotation only. Should the client decide that new features are required after work on the website commences, then we will accept these changes with the provision that additional charges may have to be negotiated and accepted by the client before the additional work can be done.

## **7. Point of contact and third parties:**

The principal points of contact for all matters relating to the project must be specified at the start of the project. We reserve the right to charge additional fees to cover our time if a third party is brought into the project after the start or the point of contact(s) are changed leading to a change in specification / design from that agreed with the original point of contact.

## **8. Advance Payments:**

We typically require a deposit of 30% on all web design and development projects. Work will not commence on a project until this has been paid. Depending on the size of the project, we may ask for interim payments at key stages which are agreed in advance. For marketing projects, we will agree a term and monthly fees which are payable in advance. Work will not commence on a project until this has been paid.

## **9. Payment terms:**

Payment is currently accepted via Bank Transfer, or in special cases by cheque. For website design and development projects, the remaining balance on a full site build project must be paid in full before we put a site live on our servers or before we release a site to external hosting. The only exception for this is if we have agreed a staged payment plan by direct debit, in which case the first payment under the plan must be made by the client before the site is made live. If payments fall into arrears on an agreed payment plan, then we reserve the right to suspend all services, including web and email hosting, until the payments are brought up to date. An admin fee of £20 is charged for each missed direct debit payment.

For all marketing projects, we will agree a term and monthly fees which are payable in advance. If payments fall into arrears of more than thirty days after invoice, then we reserve the right to suspend all services, including web and email hosting, until the payments are brought up to date.

For smaller pieces of work that are not part of a full site build and for hosting fees, we normally offer 14-day terms but reserve the right to ask for partial or full payment up front depending on circumstances. A credit check may be required under certain circumstances before we can offer credit.

## **10. Future work:**

The website is provided to and accepted by the client as a fully functioning, completed work. By agreeing for the site to go 'live', the client is accepting that they have checked and are fully satisfied with the site. Any future structural or design changes to the site may require the issuing of a new quotation.

## **11. Third-party involvement:**

Once a website is launched, should a third party make changes to the website code, control panel settings or access to the site's FTP, we will not be held responsible for any issues arising from these actions and any remedial work will be charged to the client.

## **12. Compliance with Ecommerce, Accessibility or Other Regulations:**

We design websites in accordance with the client's specifications. It is the client's responsibility to ensure that the website and its content comply with current regulations. We cannot accept responsibility for any failure to comply with regulations related to accessibility, selling online or regulations related to a specific business or trade. We recommend that where compliance related to any website or business is complex it may be necessary for the client to take legal advice from their solicitor.

## **13. Browser Compatibility:**

We support the most current versions of the major browsers including Internet Explorer, Firefox, Chrome, Safari and Opera. We do not support Internet Explorer below version 10 as part of this contract.

## **14. Mobile Devices:**

We endeavour to ensure that your site adapts to the screen resolution being used to view it on the most common mobile devices available at the time of the site creation. However, new devices and technology are introduced at frequent intervals and we cannot guarantee the site will always function perfectly on new devices that are created and launched after the site goes live.

## 15. Web Hosting:

If the site is to be hosted externally, then the client accepts that we have no control over the server performance, security or backup policies on that server and the client agrees that we have no responsibility or requirement to compensate for any loss of revenue or damage to reputation caused by poor performance, malicious behaviour on the website, downtime or data loss as a result of the client's external hosting platform and back up strategy.

If we are required to repair or restore a site on external hosting, then additional fees will be payable.

Web hosting contracts are as stated on the invoice. In the case of annual contracts notice must be given prior to the final day of the annual contract term, otherwise the client will be liable for the new contract term in full and all costs associated with that contract.

Where a cancellation of web hosting is made and website files and data are requested, we will make this data available to the client in the form of a compressed digital file.

The client accepts that we have no further responsibility for website files and data, beyond making them available to the client, unless otherwise pre-arranged and agreed in writing. In special circumstances, extra costs may be incurred to supply website files and data depending on website size, complexity of the data involved and the specific requirements of the client. The client will be made aware of any reasonable costs at the point of cancellation.

To avoid any downtime and to allow us enough time to make any website files and data available to the client, we request that notices of cancellation for web hosting from the client are sent to us by email, no later than 30 days before the end of the contract term.

All outstanding invoices and debts must be paid in full before website files and data can be made available to the client, this includes any extra costs incurred beyond the cancellation notice period.

These terms are governed by English law and are subject to the jurisdiction of the English Courts. Should we waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit us to waive the same clause of any other occasion. By agreeing to these terms your statutory rights are not affected.