

# Terms and Conditions

These terms and conditions set out the agreement between you (the Customer) and us (Switch (SCS))

## Web Design & Other Services

1. Switch (SCS)´s Quote, Agreement Letter and attachments cannot be varied without the signature of a Switch (SCS) Director. The Agreement Letter along with the terms forms the entire agreement between Switch (SCS) and the client.
2. Switch (SCS) will require a non-refundable deposit payment from the client before any work commences. The deposit shall be 50% of the total contract. Client will pay all sums due to Switch (SCS) within 7 days of completion unless a shorter period is specified.
3. Switch (SCS) reserve the right to cancel any agreement prior to cleared funds in settlement of the deposit being in their bank account.
4. Switch (SCS) may require other interim payments if the contract is of sufficient size and these will be included within the contract details schedule or contract agreement letter. If such payments are required work on the project will cease if such payments become overdue. Any such additional payments will also be non-refundable.
5. Where an Internet domain name is to be registered on behalf of the client whilst it may be registered in the name of the client it will only become the client´s property once Switch (SCS) has received from the client all sums due to Switch (SCS) under any contract. This may necessitate the completion of transfer forms which will be provided by Switch (SCS). Any domain name will only be registered once a signed copy of the agreement has been returned and the relevant deposit payment cleared through Switch (SCS)´s bank.
6. If web site hosting is to be provided this will commence on the same day as the domain name registration, or domain name transfer in the case of a domain name already having been registered by the client, is affected.
7. If web site hosting is to be provided by Switch (SCS) then such hosting is for an initial period of one year, unless specifically stated to the contrary, and is automatically renewed unless one calendar month´s written notice is received by Switch (SCS) prior to the anniversary of the commencement of hosting facilities. Proof of posting will not be accepted as proof of delivery. Current renewal fees will be published on the Switch (SCS) web site or are available upon request.
8. Switch (SCS) reserve the right not to transfer any domain name to a new host in the month prior to the domain name´s renewal date. If a domain name transfer is agreed by Switch (SCS) within the month prior to the renewal date, Switch (SCS) reserve the right to levy an administration fee equal to their current charge for a two year renewal of the domain name and such fee must be settled prior to the domain name transfer being effected.

9. Switch (SCS) will not be liable for any loss suffered by the client caused by the actions of any third party or for any loss suffered by the client caused by events not in Switch (SCS)'s reasonable control. Switch (SCS)'s liability to the client arising out of Switch (SCS)'s breach of contract or negligence will be limited to the cost of the project as set out in Switch (SCS)'s Agreement Letter.
10. Switch (SCS) shall use media forms including images and text provided by the client on the assumption that the client has all necessary legal permissions to use them. If this is not the case Switch (SCS) shall in no way be liable and the client will indemnify Switch (SCS) against any claims and the costs involved in dealing with any claim.
11. If the client is unable to provide text copy in a digital format acceptable to Switch (SCS), Switch (SCS) retain the right to charge for the services of a copy writer over and above the contract value. Such charges will be made at the cost incurred by Switch (SCS). Switch (SCS) will advise the client before employing such services and the client shall have the opportunity to provide the text copy in a format acceptable to Switch (SCS).
12. Switch (SCS) may at their discretion publish draft versions of the web site or other design material to a sub section of their domain name [www.refreshcreations.co.uk](http://www.refreshcreations.co.uk) or other domain names which they own in order for the client to review the project. At this stage all designs are the property of Switch (SCS) and any copying, distribution, etc. is expressly forbidden without the prior written consent of Switch (SCS), such consent to be signed by a Company Director of Switch (SCS).
13. Upon completion of the site the client shall be required to sign a satisfaction statement. A final invoice will then be issued and will be due for payment within seven days from the date of the invoice.
14. Any custom programming/source code or programming for source code utilised in or developed for the production of deliverables for the client shall remain the property of Switch (SCS) and may be used for other Switch (SCS) projects or sold to other parties at Switch (SCS)'s discretion. Once the satisfaction letter has been signed and full payment has been received and cleared through Switch (SCS)'s bank account the front-end project deliverables as provided in Switch (SCS)'s Agreement Letter will become the property of the client. The client shall have a non-exclusive non-transferable license to use custom programming/source code or programming for source code utilised in or for such deliverables but only in respect of operation/modification or development of the web-site or other deliverables and not for any other purpose including without limitation assignment of such license or sub-licensing. If the project is Internet based then it will be transferred to the client's domain name and web space. If the project is of some other type then it will be handed over to the client.
15. Once the satisfaction letter has been signed Switch (SCS) shall not be liable for any claims made upon the client as a result of the web site or other material produced by Switch (SCS), its agents or subcontractors. The client shall not be able to make any claims on Switch (SCS) once the satisfaction letter has been signed.
16. If payment is not received by the due date set in Switch (SCS)'s invoice(s) Switch

- (SCS) reserve the right to charge interest at 5% above the base rate of Switch (SCS)'s banking services provider.
17. Switch (SCS) may withdraw any service or published web site if payment is not received by the due date.
  18. The ongoing maintenance or updating of the web site is excluded from this agreement. If Switch (SCS) are required to maintain or update the web site then this will be covered by a supplemental agreement at an agreed rate or £25 per hour. This rate is subject to change and will be based on the rates published on our website.
  19. Switch (SCS) shall have the right to tag the project so as to make it clear that it is they who designed it. Where possible such tags will take the form of a hyperlink which links back to the Switch (SCS) web site.
  20. Switch (SCS) may actively promote or publicise any project that they produce for their own marketing or sales activities.
  21. Any references to dates for delivery/completion are estimates only and failure by Switch (SCS) to meet any dates will not create any liability.
  22. This agreement shall be governed by English law and the client agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales.
- 

## **Web Hosting**

1. Hosting services provided by Switch (SCS) may be used for lawful purposes only. Material that is not allowed on our server's includes, but is not limited to:
  - Bulk e-mail related software/products/information.
  - Any material which you do not own or have permission from the copyright owner to use.
  - Any material found to be in contradiction of UK law.
2. Switch (SCS) reserves the right to deactivate and remove any web site from its servers which contains material that at Switch (SCS)'s sole discretion is deemed to be unacceptable, undesirable or may damage the reputation of Switch (SCS).
3. If it comes to Switch (SCS)'s attention that a client's website is using an unacceptable quantity of our web-servers resources we may temporarily suspend the clients account for further investigation into the problem. Suspension will occur without notice in the case that the website may disturb the reliability of our web-servers.
4. Spamming (the sending of unsolicited e-mail) from our servers is strictly forbidden. Switch (SCS) will decide on a case by case basis what constitutes to be spamming. The use of our servers to provide a free e-mail service or to send excessive quantities of e-mail is strictly forbidden.

5. It is the customer's responsibility to perform their own backups and secure their data. Switch (SCS) will not be liable for any loss to data while on our servers, nor will we compensate users if this happens. Switch (SCS) makes no commitments, implied or otherwise to protecting or backing up customer's data.
6. Attempting to cause harm to a Switch (SCS) server, or any other server on the internet using an account with Switch (SCS), will result in immediate removal of that account. We will decide on a case by case basis if a refund is to be given on violation of these terms and conditions.