

1. Definitions

- (1) In these terms and conditions:
 - (a) “we”, “our”, “us” and “the company” mean Purple Image or anyone employed by or working for Purple Image;
 - (b) “you” and “your” mean the client with whom this contract is made, including a person reasonably appearing to us to act with that client’s authority;
 - (c) “domain name” means an internet address which has been registered with the central registration authorities on the internet on your behalf;
 - (d) “website”, “web site”, “site”, “services” and “project” mean the scope of work, including text, images, photographs and other media, that we develop for you which is published on the internet at your domain name;
 - (e) “host” and “hosting” mean publishing your website on the internet and connecting your domain name to that site;
 - (f) “web server” means the internet-connected computer that is used to host your website;
 - (g) “mail server” means the internet-connected computer that is used to route your email messages;
 - (h) “upload” means to transfer files to the web server from another computer;
 - (i) “download” means to transfer files from the web server to another computer;
 - (j) “contract”, “the contract” and “this contract” mean the contract between you and us, incorporating these Terms and Conditions;
 - (k) “illegal” means any act or acts which directly or indirectly breach the Criminal Laws of England and Wales;
 - (l) “look and feel” described what any reasonable person would see as the style and design of your website;
 - (m) “account” means the financial position between you and us, in relation to the services we provide or have provided for you;
- (2) Any definitions listed above included the plural and visa versa.

2. General Terms

- (1) These Terms and Conditions, together with all amendments or modifications, constitute the complete and exclusive agreement between you and us.
- (2) Nothing contained in this document shall be construed as creating any agency, partnership or other form of joint venture between us.
- (3) These Terms and Conditions supersede any previous Terms and Conditions distributed in any form.
- (4) No addition to or variation of the Terms and Conditions will bind the company, unless it is specifically agreed in writing and signed by Purple Image.
- (5) No agent or person employed by or under contract with the company has the authority to alter or vary in any way these Terms and Conditions.

3. Provision of Service

- (1) In agreeing to the provision of any services by us, you are deemed to have read and understood these Terms and Conditions.



- (2) Any date proposed either by you or by us for the provision of services is to be treated as an estimate only, and we accept no liability for being unable to meet it.
- (3) We will not include in your website any text, images or other data that we feel to be immoral, offensive, obscene or illegal. All advertising material must conform to standards laid down by all relevant advertising standards authorities. We reserve the right to refuse to include submitted material without giving a reason.

4. Privacy

- (1) In the process of completing work on your behalf, we will hold personal information about you. This information is used only in the course of running our business. We do not make this information available to third parties, unless required to do so by law.
- (2) If your website collects personal information from visitors, you must handle that information legally and ethically and you are responsible for registering the appropriate details with the Data Protection Registrar.

5. Your Responsibility

- (1) It is your responsibility to ensure that you do not upload a computer virus to any of the web servers that we use, including all test and live servers.
- (2) You must not let a computer virus to enter the internet community by permitting internet users to download files containing viruses from your website or from our web server.
- (3) You must ensure that any material being uploaded to your website or to our web server, either by you or by us, is not in breach of copyright.
- (4) You agree not to upload any material to our web server that would be considered to be contrary to public decency. Such material considered includes, but is not limited to pornographic, barbaric, political, racist and overly tasteless material.
- (5) You agree to keep secure any login usernames and passwords that we may provide you with.
- (6) You agree not to perform any action that will result in the reduced performance of your website or our web server.
- (7) You agree not to use our email server to send unsolicited e-mail to other internet users.

6. Website Design Process

- (1) Before we commence work on your website, we will provide you with a written Quotation.
- (2) On agreement of the Quotation, we shall supply you with a Project Confirmation and a copy of these Standard Terms and Conditions.
- (3) The Project Confirmation will specify an estimated Project Fee, which is the total fee for the work involved in the Specification of services detailed in the Project Confirmation.
- (4) Later deviations from the Specification of services may alter the fee given in the Project Confirmation.
- (5) By agreeing to the Project Confirmation, you are confirming that the Specification accurately describes the work we will complete for you; that you agree to pay the fees that pertain to the project in a timely manner; and that you accept these Terms and Conditions.
- (6) Any indication given by us of the timescales involved in completing the work on your website should be regarded as a guide only.
- (7) You agree to supply us with all necessary materials, electronic or otherwise, required to create and complete your website, and to supply them in a timely manner.



- (8) Your website is deemed to be finished when we have completed the work detailed in the Specification.

7. Fees and Payment

- (1) On agreeing to the Project Confirmation, we will require a deposit of 25% of the estimated Project Fee (unless otherwise stated on the Project Confirmation).
- (2) Upon completion of the services detailed in the Specification, we will invoice you for the outstanding balance on your Account.
- (3) Thereafter, we shall invoice you for the hosting fee (where applicable) on an annual basis.
- (4) Payment terms for all fees are 14 days from the invoice date, unless otherwise stated on the invoice.
- (5) A returned cheque will incur an additional fee of £35.
- (6) All prices exclude UK V.A.T unless otherwise stated.

8. Default

- (1) Your account will be deemed to be in default if an invoice becomes overdue or following a returned cheque.
- (2) If your account is in default, we reserve the right to remove your website from the web server until the outstanding amount has been paid.
- (3) Removal of your website from the web server does not relieve you of your obligation to pay the outstanding invoice(s).
- (4) We are entitled to remove your website from the web server if you contravene any of these Terms and Conditions without the prior written consent of Purple Image.
- (5) We reserve the right to employ a third party to recover any funds owed to us by you.

9. Credits and Acknowledgements

- (1) On our website, we may place at our discretion a link to your website and/or an image of your site for the purpose of demonstrating a portfolio of our work.
- (2) References to your site and the work we carried out on it can be removed from our site at a one off-fee of £80, hourly rate exclusive.
- (3) On your website, we can place at our discretion a link to our site and/or a small image of our logo.
- (4) The text/logo can be removed from your site at a one-off fee of £40, hourly rate exclusive.

10. Copyright, Trademarks and Intellectual Property

- (1) All work remains the property of Purple Image until settlement of all outstanding invoices with regard to that work.
- (2) All material produced, designed and maintained by us is to be credited to us.
- (3) When full payment of the Project Fee has cleared into our account, we grant you a licence under copyright to display on the World Wide Web all the text, images and other material that comprises your website.
- (4) You may only reproduce in a different form the text, images and other material that comprises your website with our written consent.
- (5) We retain the intellectual property rights on all design and programming techniques used in the creation of your website.



- (6) By supplying text, images and other data to us for inclusion in your website, you declare that you hold the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with you or the rightful copyright and/or trademark owner.
- (7) You grant us permission to use this material freely in the pursuit of designing your website.
- (8) Should you or we supply an image, text or other material for use on your website, believing it to be copyright and royalty free, and which subsequently emerges to have copyright and/or royalty usage limitations, you agree to allow us to remove and/or replace it on your site.

11. Website Maintenance & Support

- (1) Unless otherwise stated in the Quotation or Specification, the Project Fee does not cover payment for future enhancements or modifications to the design or programming of your website.
- (2) Following the completion of your project, maintenance and support work is charged for at £50 an hour, on a pro rata basis, unless an alternative rate has been specified in a separate Specification.
- (3) The minimum charge for any single modification is £25.
- (4) Maintenance and support charges shall be invoices on a monthly basis.

12. Website Hosting

- (1) We reserve the right to sub-contract hosting services and may change this sub-contractor without giving notice. Such a change will not affect your annual hosting fee, unless we give you prior written notification.
- (2) Due to the unpredictable nature and volume of internet traffic, we cannot guarantee a 100% continuous service for either web hosting or email provision, and we are not liable for problems or losses arising from the failure of the service, whatever the cause.
- (3) If you wish to choose your own host, or move your website from our chosen web server to another one, you will be liable for any administration or other charges imposed on us by your new hosting company.
- (4) The hosting of your website will exist on a shared web server, unless otherwise stated in the Quotation.

13. Domain Name Registration

- (1) We cannot guarantee the availability of any domain name.
- (2) Where we agree to register a domain name on your behalf, you should not assume successful registration until we confirm this in writing.
- (3) When a domain name is registered on your behalf, you will also be subject to the Terms and Conditions of the domain registrar.
- (4) If you wish to transfer your domain name to or from a different registrar, you will be liable for any administration or other charges imposed on us by the existing or new registrar.

14. Search Engine Registration

- (1) Due to the high number of submissions that search engines receive, and the considerations they use when determining your website's ranking, we cannot guarantee inclusion or any particular placement within a search engine.



- (2) When a search engine accepts a site, the time it takes to appear in search results can vary from one engine to another.

15. Cancellation and Notifications

- (1) If you do not pay any fees when they are due, or you break this contract in any way, we reserve the right to terminate this contract immediately.
- (2) Termination of this contract, whether by you or by us, will not entitle you to a refund of any monies paid.
- (3) Upon termination of this contract, you will remain liable for all charges due or which would have been payable under this contract.
- (4) On termination of this contract, we will remove all materials help on the web server and will remove all privileges entitled to you.
- (5) Notifications relevant to this contract, including termination of the contract, can be made in writing to Purple Image, 72 Elspeth Road, London SW11 1DS.
- (6) Notifications are deemed to have been received when we acknowledge in writing the receipt of your correspondence.

16. Force Majeure

We cannot be held liable for any breach of this contract if the breach was caused by an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts of omissions of government, highway authority or other competent authority, our compliance with any statutory obligation, industrial disputes of any kind (whether or not involving Purple Image), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts of omission of persons for whom Purple Image is not responsible (including other telecommunication service providers), or any other cause that is outside our reasonable control.

17. Limitation of Liability

- (1) You agree to fully indemnify and hold us free from harm in any claims that result if you have not obtained all the required copyright and/or other necessary permissions on any material used in the design of your website.
- (2) In no circumstance shall we be liable for loss of profits, business or anticipated savings, whether directly or indirectly caused, or any other direct or indirect consequential loss, arising from the provision of services by us to you.
- (3) You shall indemnify us against any loss or expenses sustained by us by reason of any breach of this contract and any actions, proceedings, claims or demands in any way connected with this contract brought on by or threatened against us by any third party which are caused or arise from any action we carried out pursuant to your instructions.
- (4) Any claim against us by you will be limited to the relevant fees you paid in relation to this contract.
- (5) Any claim against us by you will be handled by the legal system in England and Wales.
- (6) We reserve the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage shall be bound by their Terms and Conditions.
- (7) Each provision of these conditions is to be construed as a separate limitation applying and surveying even if for any reason one or other of the said provisions is held inapplicable or unreasonable.

