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Website Service Agreement

Definitions

The words and expressions used in this document are defined here:

“Services”	The services provided by The Supplier. Any work carried out (paid or unpaid) by the Supplier on behalf of the Client
“Website”	The website that CBW Digital Limited creates for the Client.
“Agreement”	The terms of this document by which the Supplier and the Client will be bound.
“Hosting Company”	The provider the Supplier will use to host the website on the internet.
“GoLive”	The process of publishing a new website live on the internet or activating programming code.
“The Supplier/CBW”	CBW Digital Limited, its agents and employees.
“The Client/you”	The party signing up with CBW Limited for the delivery of online services including web design, hosting, digital marketing, email services etc.



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Standard Terms

1. Unless otherwise agreed in writing by a Director of CBW Digital Limited, our standard Terms and Conditions shall apply to all clients.
2. This Agreement has been entered into in Great Britain and any disagreement arising shall be covered by the laws of England & Wales including any arbitration, mediation or court action.
3. These Terms and Conditions are subject to change and may be updated from time to time. Any changes will be communicated by email to the email address provided on sign up.
4. No failure or delay by any party in exercising its rights under these Terms and Conditions shall be deemed to be a waiver of any of those rights.
5. Any delivery time estimates quoted by CBW for the services is an estimate only and time shall not be of the essence. We shall not be liable for any failure to meet any such estimate, nor any loss, of whatever nature, resulting directly or indirectly from it.
6. We may use qualified subcontractors under our supervision for any or all work from time to time or in the entirety of the project, where appropriate and as we deem it necessary.
7. To maintain our portfolio credentials and the integrity of any applicable copyrights, we will place a “website by Clever Business Websites” ‘type’ link back to our own site in the footer of all our websites. We reserve the right to reproduce images of your website in marketing and or portfolio listings of previous work we have completed.
8. When the Client is supplying images/graphics/text copy/video and any other media for use on the website, the Client warrants that they either own the copyright for this content or have obtained permission from the copyright holder and can therefore legally and reasonably use the content on the website. CBW shall not be liable for copyright infringement related to any content provided by the Client, your agents or representatives. The Client will hold harmless, protect and defend CBW, our agents and subcontractors against any claims arising from content provided to us by the Client.
9. The Client is solely responsible for the editorial content of the material included on the website. The Client agrees to indemnify (hold harmless) CBW from any action, demand or claim resulting from the editorial content of the website.



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10. CBW shall not be liable for any damages arising from the use or misuse of the website, nor the cessation of services where the Client fails to meet its obligations as documented in this Agreement.

11. If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable then that provision shall be deemed severable from this Agreement.

12. We reserve the right to cancel any order (including any applicable specification and/or proof /design request etc.) which we believe is or may be of an illegal or libellous nature, or may be an infringement on the proprietary or other rights of a third party or is otherwise unsuitable for publication on the internet and / or any other medium.

13. The CBW monthly service plans include a number of content updates which will be carried out on the website. The number of updates carried out depends on the monthly price plan as follows:

£59+VAT/month plan – 2 content updates per month, with a maximum 6 working day turnaround.

£79+VAT/month plan – 4 content updates per month, with a maximum 4 working day turnaround.

£99+VAT/month plan – 6 content updates per month, with a maximum 3 working day turnaround.

Other individual service plans may be agreed at the commencement of the project.

14. A content update is an amendment to the content on an existing page of the website, adding/removing blog posts on the website or any other content update that is completed on an existing website page.

15. If requested website updates causes the number of pages on the website to increase above the limit allowed with the monthly website service plan, we reserve the right to upgrade the monthly charges to the relevant monthly service plan. CBW monthly price plans allow the following number of website pages: £59 per month plan – 5 pages; £79 per month plan – 15 pages; £99 per month plan – 25 pages.



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16. CBW submits Client websites to search engines as part of the website release process but cannot guarantee inclusion or accept responsibility or liability if any search engine, online directory or search site submitted to, chooses not to list the Client's website.

17. CBW retains all rights to any photography and other images that have been sourced as part of the website design except where the Client has been invoiced and has paid for the images used on the website OR the Client has provided their own images for use on your website.

18. The Client owns any logos that CBW has designed for the site, provided that all the costs associated with the development of the logo have been paid in full. Any logos CBW creates as part of our regular monthly service plans, are created for website use only. If the Client requires a copy of the logo for print use, we reserve the right to charge a fee for a print ready format.

19. When you agree that a site can be made publicly available, you are agreeing that the design and development of the site has satisfied all of your requirements and any payment terms related to "Go Live" shall then be triggered and invoiced in accordance with our terms.

20. Force majeure: Neither party is liable to the other for failure to perform their obligations if the failure is due to unforeseen circumstances, beyond reasonable control. In such circumstances we shall be entitled to suspend or cancel the service without prejudice to any rights which have accrued to us prior to termination.

Google App Email Services - Additional Service

21. CBW charges a setup fee of £50+VAT per individual email account. We will then configure Google Apps to work with your domain so your email address would be of the format – yourname@yourdomain.co.uk

22. During the setup process, we will then require you to enter your card details in order to configure these within Google's invoicing system. Google will then charge your bank card directly for the ongoing monthly service fees.

23. CBW does not charge a management fee for email services and we do not provide support for email via Google Apps. CBW's responsibility ceases when the email address has been set up online and is working correctly.

24. It is your responsibility to keep your log in details, as we do not retain these for you.



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Search Engine Optimisation (SEO) Services - Additional Service

25. CBW's content marketing/SEO price plans are subject to a minimum term of 6 months and require 30 days notice of cancellation.

We offer three packages as well as a bespoke package.

- a. Standard: 4 hours of SEO work £225 + VAT per month.
- b. Advanced: 6 hours of SEO work £325 + VAT per month.
- c. Premium: 10 hours of SEO work £495 + VAT per month.

26. CBW reserves the right to make changes to the services we offer within our Online Marketing price plans from time to time to ensure optimum performance for the budget allocated.

27. Any changes made by the Client to the website which impacts our ability to achieve your online marketing objectives may be undone. CBW reserves the right to alter what has been changed and charge an additional fee accordingly.

28. CBW will perform its duties in relation to Online Marketing services with reasonable care and skill utilising experienced online marketing professionals who will endeavour to present your business online in a credible and consistent manner.

Hosting & Backups

29. CBW has selected a reputable website hosting provider and we review our partners from time to time to ensure we deliver the best value/quality mix of website hosting. CBW is not required to notify Clients of website hosting provider changes unless that hosting provider change would result in hosting Client data outside of the EU.

30. CBW endeavours to ensure that websites are live and protected 100% of the time. Due to the open public nature of the internet, this cannot be guaranteed. From time to time hacking attempts can mean website servers go offline, or our hosting partner can experience technical difficulties which results in a temporary loss of service. CBW will endeavour to communicate any such instances to our Clients as and when they occur and seek to restore service in a timely manner.

31. CBW is not be liable for any loss of business, loss of profits, loss of digital data or any other damages related to website downtime/loss of website service or website security compromises.



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32. Where CBW provides ecommerce facilities for our Clients, we are not be liable for any loss of business, loss of profits or any other damages related to payment gateway outages.

33. We backup all our websites weekly inside of the UKFast infrastructure and Cpanel backups outside of this server on a daily basis.

34. All our website data is hosted within the EU and is not replicated to alternative non EU location, therefore European data protection laws are in effect for all our websites.

35. We use hosted services as part of our internal processes that may hold Client personal data outside of the EU and therefore this data is not subject to only EU data protection laws and regulations. If you would like to see a copy of the data we hold about you at any time, please make your request in writing to the Directors at our registered business address. You can also complete the form on our Privacy Policy via our website to request the information. We reserve the right to charge an administration fee where appropriate.

Security Considerations

36. You must ensure that you maintain secure passwords for the systems we provide to you. CBW reserves the right to charge for website reinstatement from backups should a successful hacking attempt on your website be traced back to use of either an insecure password and/or ineffective website security procedures on the part of the Client.

37. If the Client or a 3rd party have permitted damages to your website, by applying an update or change and as a result of this CBW needs to repair the website, we reserve the right to charge you for this work.

Data Protection and GDPR

38. We do our best to make sure that all of our client's sites are GDPR compliant by adding a Privacy Policy, Cookies consent and opt-in boxes on any contact forms. It is however the client's responsibility to ensure that their website is GDPR compliant, providing any additional information that should be added to the website. For example, if you have bespoke forms such as recruitment etc then HR policies will need to be added from your company, or newsletter sign-up forms.

SSL Certificates

39. We advise that any website that has contact forms should also purchase an SSL certificate to add encryption. You can do this yourself, or we can do this on your behalf for £79+VAT (annually), including admin/implementation fee and will be renewed automatically yearly.



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Payments

40. CBW will only accept regular recurring payments by Direct Debit using our GoCardless Direct Debit management system. We reserve the right to charge an administration fee for recurring payments that are not processed in this manner. This fee is currently £5 + VAT per non Direct Debit payment.

41. One off payments can be made by online bank transfer (ensuring you use the invoice number as a reference) or a one off Direct Debit payment using our GoCardless direct debit management system.

42. When you agree to become a CBW client, we will send you a link to our Direct Debit system. We will not commence your project until the Direct Debit mandate has been completed online, we have received email confirmation of your acceptance of our Terms and Conditions and a signed paper copy. We will commence invoicing 30 days from the date you signed this agreement.

43. CBW invoices are issued only by email to the email address you specify upon signing up with us. It is your responsibility to ensure invoices are settled in accordance with our payment terms to enable us to maintain service provision.

44. Payments are due no later than 14 days from the invoice date and/or in accordance with the Direct Debit payment schedule agreed when you become our Client.

45. CBW standard payment terms for bespoke website build projects are 70% upon sign up and 30% upon “Go Live” of the website project. If we agree something different with you, this will be documented clearly in our Agreement email and also on your first invoice. If your project does not involve the build of a website but does involve a setup fee, we will charge 100% of the setup fee upon sign up (e.g. Pay Per Click campaign setup, etc).

46. Without limiting any other right or remedy of CBW, if you fail to make any payment due to us under the Agreement by the due date for payment, we shall have the right to suspend all services being provided by us until such payment has been made.

47. Following our issuing a website suspension notice, CBW will keep your website on its servers for 30 days after which time we reserve the right to delete the website from our servers. CBW shall not be liable for any claims for any losses, material or implied, of any kind, from a situation where we have removed your website from the internet for reasons of non-payment of monies owed to us.



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48. You shall pay all amounts due under the Agreement in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, setoff or counterclaim against CBW in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set off any amount you owe us against any amount payable by us to you.

49. By agreeing with CBW to “Go Live” with your website, you accept that the brief has been met and that all future changes must undergo a formal change control request from you and may incur additional charges, unless otherwise agreed between both parties.

50. When a website is live on the internet we deem it to have “Gone Live” which means the final “GoLive” payment of any agreed setup fee is then due for invoicing and payment.

51. Failure to provide CBW with information does not permit the Client to delay or cease payment, unless specifically agreed with us. Unless otherwise agreed, you will continue to be invoiced each month until the website is live and will receive no refunds for a delay in getting the website live.

52. If CBW buys a domain name on behalf of the Client then CBW owns that domain, until you have paid the cost of this domain name plus our administration charge. We charge for the cost of the domain name from a reputable online marketplace (currently Namesco.) and a £20+VAT administration fee to cover our costs in processing this order. You can purchase your own domain name but you must provide us with access to the DNS control panel in order to make your website live OR you undertake to update your DNS control panel yourself using the IP address information that we will provide. We are not liable for any damages related to loss of website or email services that result from incorrectly applied DNS updates.

53. If the Client asks CBW to purchase a domain on your behalf and request to be invoiced then you also agree to accept subsequent invoices when the domain renewal is due. In order to ensure continuity of service we will not notify you in advance of domain name renewal invoices being issued and make the assumption that you wish to have the domain name renewed.

54. In all cases, where you have paid for a domain for a specific period, you own the domain and you are free to transfer it away from CBW at any time. We may charge an administration fee for the domain transfer service (currently £50+VAT), depending on the work required to effect the transfer. This domain transfer fee shall not be unreasonable and is to cover our administration costs in carrying out this process.

55. If you have purchased your own domain name and we do not manage it for you within our Namesco platform, you are responsible for the renewal of the domain in a timely manner to ensure your website service remains unaffected at renewal time.



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Cancellation and Refunds

56. In order to cancel this Agreement the Client is required to give CBW a minimum of 30 days' notice in writing. Once you have expressed your desire to cancel, we will send you a cancellation form which must be signed by the client and returned to us by email or post.

57. Once you have returned your cancellation form, we retain the right to refuse to make any further changes to the website within your cancellation period.

58. Any invoices that are issued or due to be issued within the notice period shall still be valid and due for payment in the normal way. CBW will confirm the date upon which we will cease your services upon receipt of your written notice to us.

59. No refunds will be made on services that have already been delivered. If you have paid for an item in advance and then later wish to cancel the delivery of that service before it is delivered and if we have not expended time related to your work, we will consider an application for a refund in a fair and reasonable manner. Any refunds we may agree to pay will be reduced by any costs or administration charges we may incur during the process (including, but not limited to, PayPal payment fees, direct debit processing fees and/or other bank charges).

60. If you are a Client of our monthly website service plans there is a 12 month minimum term of Agreement. We require 30 days notice to cancel your agreement and you must pay the remainder (if any) of the 12 month term. In this case you give notice in accordance with the notice terms of this Agreement detailed herein and EITHER:

a. we will then turn off the website for you on the agreed future date and provided that you have made all payments due on your account, our Agreement is considered terminated and we will delete the website from our servers.

OR

b. if you would like to take your website with you to be hosted with another provider or so that you have ownership of the website files and content, we will charge a leaving fee. The leaving fee is dependent on how long you have been a Client of CBW, as follows;

Cancellation fees when taking your website with you:

Length of time you've been a Client Leaving fee to take the website with you

13 – 24 months inclusive £900 + VAT

24 – 36 months inclusive £500 + VAT

37 months + £200 + VAT

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