

B and B 123 Website Design Terms & Conditions

By placing an order with B and B 123, you confirm that you are in agreement with and bound by the terms and conditions below.

1. Definitions:

The Client is the company, business, or individual requesting the services of B and B 123.

2. General

2.1 B and B 123 will carry out work only where an agreement is provided by completion of the order form. An 'order' is deemed to be a written contract between B and B 123 and the client.

2.2 The contract is for a minimum period of 12 months.

3. Website Design

3.1 Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, B and B 123 cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

3.2 When proofs are provided to the client for the completion of the website, one set of amendments are included within the price of the site development. If additional amendments to the site and further proofs are required, an additional fee will be charged.

3.3 All completed and launched client sites must keep a link to the bandb123.co.uk website visible on all pages throughout the site at all times.

3.4 The website, graphics and any programming code remain the property of B and B 123.

3.5 Any scripts, cgi applications, php, asp scripts, or software (unless specifically agreed) written by B and B 123 remain the copyright of B and B 123 and may only be commercially reproduced or resold with the permission of B and B 123.

3.6 B and B 123 cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

3.7 The client agrees to make available as soon as is reasonably possible to B and B 123 all materials required to complete the site to the agreed standard and within the set deadline. The ten day completion guarantee will not begin until all content is submitted correctly and in its entirety to B and B 123.

3.8 B and B 123 will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

3.9 B and B 123 will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner.

3.10 B and B 123 will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

3.11 B and B 123 will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

4. Database, Application and E-Commerce Development

4.1 B and B 123 cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

4.2 The client is expected to test fully any application or programming relating to a site developed by B and B 123 before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, B and B 123 will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief

5. Compatibility

5.1 B and B 123 will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 6 and to an acceptable level with Mozilla browsers. B and B 123 can offer no guarantees of correct function with all browser software.

5.2 B and B 123 makes every effort to design pages which display acceptably in the most popular current browsers, but cannot accept responsibility for pages which do not display acceptably in new versions of browsers released after pages have been designed.

5.3 B and B 123 can accept no responsibility or liability if any search engine, online directory or search site, submitted to as part of a web site promotion commission, chooses not to list a client's web site.

6. Website Hosting

6.1 B and B 123 cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

6.2 B and B 123 reserve the right to refuse to handle in any way, material which may be deemed

offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise.

6.3 The site must be hosted by B and B 123 during the first 12 months of the contract

7. Limitations of liability

7.1 B and B 123 will use reasonable skill and care in providing the Service. However, we make no representation and exclude any warranty, express or implied, as to the availability, quality, accuracy, timeliness, completeness, performance or fitness of the Service.

7.2 B and B 123 hereby excludes itself, its Employees and or Agents from: all and any liability for loss or damage caused by any inaccuracy; omission; delay or error, whether the result of negligence or other cause in the production of the web site; All and any liability for loss or damage to clients artwork/photos, supplied for the site. This is whether the loss or damage results from negligence or otherwise.

7.3 we shall not be liable in any way for any damages arising in contract, tort or otherwise in respect of loss or damage arising out of or in connection with this Agreement or operation of the Service. In no event will we be liable for any direct, indirect or consequential damages in contract or tort, including loss of profit, loss or damage to property or relating to claims made by third parties.

7.4 B and B 123 cannot make guarantees of service on behalf of third party organisations and will not be held liable for the failure in any service provided by third parties.

8. Timescales

8.1 B and B 123 will aim to complete all services within the agreed timescale. The timescale will commence on receipt of both the 50% deposit payment and all website content from the Customer. B and B 123 may need to extend any timescales due to circumstances beyond our control.

9. Payment of Accounts and Commission

9.1 A non-refundable deposit payment of 50% of the total price will be paid at the time of the initial order.

9.2 On completion and launch of the site, the final 50% payment will be made on signoff, with the first month payment of the hosting fee.

9.3 Within one month of the site completion and launch, the standing order will be setup with the client bank, using the paperwork provided, for the monthly payments to be made.

9.4 B and B 123 reserves the right to alter prices at any time without notice.

9.5 Stopping payment any time during the 12 month contract will result in the website being suspended and may result in legal action to recover the outstanding balance

9.6 If a client decides to cease the service within the first 12 months, a cancellation fee equal to the total amount outstanding for the remaining months of service will be due.

9.7 Contracts will be due for renewal after each twelve month period for a further 12 month term.

9.8 To be eligible to recommend a friend and receive a payment, which is specified at the time of the recommendation and may vary, you must be an existing client. The recommendation is fulfilled when the person, business, or company recommended becomes a client of B and B 123 and enters into a contract for the development of a website.

10. Governing law

10.1 The placing of an order will confirm acceptance of these conditions which are attached to the Order.

10.2 These terms shall be governed by and interpreted in accordance with English Law. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these terms and conditions.