

Tidy Websites Terms & Conditions

Definitions "The Company" shall be defined as Tidy Websites and shall include any subsidiary companies contained therein. "The Client" shall be defined as the person or company to whom "The Company's" services are supplied. "Services" shall be known to be any service which "The Company" provides to any of its clients for which it is agreed that charges may or may not be applicable, without limitation this includes administrative charges, consultancy fees, server hosting, sub-contractual charges, advance service charges and outside registration fees.

1. Invoices & Payment

a. All sub-contractual charges must be paid for in full upon receipt (i.e. hosting & emails).

b. In keeping with the industry standard, a payment of 30% of the quoted 'One off Fee' must be paid in advance of any work being carried out, the balance to be paid upon completion (see item 3 boxed below...).

c. All invoices raised by the company shall become due for payment immediately upon receipt of invoice unless special terms are expressly offered in writing to the client for an extension of this period.

2. Late Payment Charges

Invoices which are overdue for a period in excess of 14 (fourteen) days from the date of invoice could incur interest charges of 5% of the total and will be subject to a suspension of services and could become subject to legal pursuit.

3. Website Design & Publication Payment Terms.

Once The company is commissioned to design, create and publish a website and 30% of the agreed 'One Off Fee' (See item 1b above) has been paid in advance, work will commence, the remaining 60% balance will become due immediately upon live publication of that website to the Internet, or after 30 (Thirty) days including weekends from the date The Company was commissioned, whichever comes first. The onus is upon The Client to supply all necessary content for their website to enable The Company to complete and publish that website within the 30 working days limit.

4. Credit Facilities

Tidy Websites does not offer credit facilities, these can be obtained via your bank.

5. Data Integrity and liability

a. Under normal contractual service circumstances, the company provides no warranty or accepts any liability for any data either lost or damaged which is stored on any of the company's equipment. It is the responsibility of the client to keep secure copies of information.

b. The company may provide a chargeable service to its clients whereby secure copies of information will be made to recordable compact discs which may be stored by the company or sent to the client to be stored at his/her premises or any other such third party appointed by the client.

c. The company will not install 3rd party software to any of its systems which may cause harm to, or be known to cause harm to its servers or any other servers in its network, nor shall it do so where software licenses or possible disruption to Data

Integrity and liability (Cont'd)

synchronisation of such shall ensue by requirement of such.

6. Termination Of Services

a. Any services provided by the company to the client shall be mutually binding to the terms and conditions set out within this document.

b. Any subsequent non-compliance with any of the regulations and terms as set out, shall result in termination of contract or suspension of service, with special inclusion to those details as set out under 'Invoices & Payment'

c. If you choose to terminate services provided by the company, they will not under any circumstance refund any monies paid for services received and invoices raised prior to termination.

d. All services provided require 30 days notice of cancellation in writing.

e. When your services are terminated, any files stored by The Company for that account (including any web pages) will be deleted and any login accounts and passwords will be terminated immediately.

f. The Company reserves the right to cancel services provided by them at any time without prior written notice of such upon finding that any of the terms and conditions set out herein this document or any subsequent revisions thereof have been broken.

7. Content

a. The company will not be responsible for any of the following content and it is the client's responsibility to be aware of their hosts Terms and Conditions

b. Adult Material of any nature which is not permissible under United Kingdom laws and statutes.

c. Software which is not at the clients' liberty to re-distribute, or provide for download without proof of license of such.

d. MP3, MP4, MPG, AVI, MOV, JPG, GIF, BMP, WAV, AIFF, TIFF, WMA, WMV or other multi-media format files, which the client cannot prove licence to distribute.

e. "IRC Bots", "talkers", or other such server executable programs which would deliberately cause a degradation of service to all concerned parties.

8. Client Account Management

The client must take responsibility for and take all reasonable precautions to ensure that any usernames, passwords and other access codes required to gain control of the clients' data storage area or electronic mailboxes are kept securely by the client.

9. Privacy Policy

The Company operates a closed policy on publicity and distribution of information and will not at any time divulge your name, address, telephone number, account details or electronic mail address to any non-legal third party and will only divulge your information to any legal establishment where it is deemed to be in the best interests and operation of the company.

10. Loss Of Service

The company accepts no liability for any loss of service, unavailability of files, damage to data or other services deemed to be beyond the company's control.

11. Video Tutorials

NOTE: Please be aware that the Video Tutorials on The Company's website are created by The Company. The Company will not be liable in any way for any content, including, but not limited to, any errors or omissions in any content. The Company will not be liable for any loss or damage of any kind incurred as a result of the use of any of the videos, emailed, transmitted or otherwise made available on it's website.

12. Disputes

At all times in any disputes, The Company's decision is final and will not be subject to outside adjudication by other parties.

13. Law

These terms and conditions are formed under the laws of the United Kingdom and any legal claim shall be made in a court or via the legal system of the United Kingdom.

14. Acceptance

In commissioning any services provided by The Company, this constitutes your acceptance of the terms and conditions set out herein this document and any other such subsequent revisions thereof.

15. Changes To Terms

The Company at all times reserves the right to change the terms and conditions set out herein this document without prior written notice to any of its clients and any subsequent changes will become applicable immediately. No claims will be entered into which may not have been applicable in previous revisions of this document which are subsequently made provision for. Any claims by any client will only be acceptable on grounds outside the current revision of this document. It is the client's responsibility to periodically check The Company's Terms and Conditions for revisions available on it's website.

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Revision 5.02 E & OE.
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