



8/4/2018

ACUK0211

Build My Website Terms and
Conditions



System Administrator
ACTIVE COMPUTERS UK LIMITED

Build My Website Terms & Conditions

Definitions

Agreement – The Order Confirmation for the Services, these Terms and the General terms collectively.

Business Hours – Between 9am-5pm weekdays (excluding any public holidays).

Company – Active Computers UK Limited registered as a company in England and Wales with company number 08452698 whose registered office is located at 1 – 4 The Granary, Trench Farm, Tilley Green, Shrewsbury, Shropshire, SY4 5PJ.

Term – The complete duration that the Services are provided to the Client by the Company to include the Initial Term and any renewal period (if applicable).

General Terms – The Company's general terms and conditions as listed on the Company's website.

Initial Term – a minimum of twelve months from the date of the relevant Order Confirmation or, where different, any other period stated on the Order Confirmation or otherwise.

Major Changes– To include but not limited to changes to the page layout and design, the overall site structure, redesign of header, body or footer, customisation of image sliders, additional pages, any changes that require custom scripting or any changes which require 2 or more hours of Company time to carry out.

Material – To include but not limited to any images, text, graphic designs or trademark.

Minor Changes – To include but not limited to changing background colour or image, text colour, font type or size, colour palette, grammatical errors, rearranging sentences, change of contact details or adding small elements such as an image, link or icons.

Package – The particular package purchased by the Client being 5 Page, 10 Page or 15 Page; details of which are stated on the Company's website under "Build My Website".

Services – Services provided by Connect Hosting which are displayed and may be amended from time to time on the Company's website under "Build My Website"
(<https://connecthosting.co.uk/portal/cart.php?gid=4>)

Terms – These terms and conditions.

1. Scope of the Agreement

1.1 The Terms are subject to the [Hosted Service Terms](#). The Client acknowledges and accepts that they are bound by these Terms which are hereby incorporated and made an integral part of the Agreement. In the event of any conflict with the General Terms, these Terms shall prevail.

1.2 These Terms apply to all new and existing Clients of the Company located anywhere in the world seeking the Services.

1.3 These Terms govern the provision of the Connect Website services to the Client by the Company, in addition to the certain maintenance relating to the same, of which is subject to the Package selected by the Client.

1.4 The Services consist of the Company creating a website on the instructions and request of the Client. The Client acknowledges that each Package under the duration of the Agreement is solely managed and controlled by the Company.

2. Service Delivery

2.1 The Client acknowledges that given the nature of the Services, the Company cannot guarantee that the Services will be uninterrupted or error free.

2.2 The Company warrants that it will provide the Services with reasonable care and skill.

2.3 All communication between the Client and the Company may be recorded, for both business purposes and to record and monitor all responses to requests.

3. Service specification

3.1 All Clients above the legal age of 18 are entitled to register the Services.

3.2 All websites created by the Company are limited to the Company templates that are managed and controlled by the Company only and are specific to the Package purchased.

3.3 The Company shall build the website in accordance with the specification and instructions given by the Client. Subject to the Package purchased, prior to publishing the website, the Client shall be able to review the website and provide the Company with no more than 3 Minor Changes per page. In the event that the Client wishes to make more than 3 Minor Changes per page, any Major Changes or change their specifications for the website, the Client acknowledges that the Company is not obliged to make such changes. However, in the event that the Company can make the additional changes requested, the Company will inform the Client of any additional charges which may be payable and will only commence the changes upon confirmation from the Client to proceed.

3.4 The Client must make a request in writing by email for the Company to amend, alter or otherwise take action on the website to successfully have their request actioned and approved by the Company's team.

3.5 The Client accepts and grants the Company to have full physical access and control over the website during the Term. The Company shall only amend the website as far as they are permitted to do under the Agreement and shall only do so once the approval is received by the Client by the Company. The Client's access to the website will be limited for safeguarding purposes.

3.6 Should the Client's Package include a store set-up service, the Client acknowledges that each item added to the store by the Company counts towards the product allowance including different variations of the same product. For any additional items which are to be added or if the Client requires changes to the products originally set-up, the charges at clause 6.6 shall apply.

3.7 The Company will provide a maximum of 20 images per website under the Services. The Client may purchase additional images or provide their own to the Company for use within the website. The Client warrants (and will provide evidence in support of this upon the Company's reasonable request) that any Material supplied to the Company by the Client for use within the Services is either:

3.7.1 The Client's own original Material; or

3.7.2 The Client has the relevant lawful permissions and/or valid licences to use the Material and is not in any breach of any intellectual property or other laws.

3.8 The Client acknowledges that it solely their responsibility to ensure that they have the rights to use any Material provided to the Company and it is not for the Company to check whether or not the Material is in breach of any intellectual property or other laws.

3.9 The Company reserves the right to decline to use or remove any Material provided to them by the client which they know or suspect may be infringing any intellectual property or other laws.

3.10 The Client agrees to fully indemnify the Company against any and all claims brought against the Company for any intellectual property infringement due to any Material provided for publishing by the Client.

3.11 The Client warrants that any images supplied to the Company are in the format specified by the Company at the time.

3.12 The Client acknowledges that the Company will not create any bespoke graphics or details image editing such as but not limited to adding watermarks, extensive cropping, adding masks and isolating content.

3.13 In the event that the Client requires any additional changes in the same contractual year, they will be required to pay £50.00 + VAT (at the prevailing rate) per hour for any extra work.

3.14 During the Term, the Company will only transfer all of the physical control of the website under the Services to the Client, if the Client makes a written request for the Company to release their duty and control of website.

3.15 At the point of the Client requesting full control and access to the website, the Company will not nor will they endeavour to maintain, control or fix the website without receiving a request through the Company's CRM ticket platform. If the Client makes the request at Clause 3.14 above at any time during the Term, the Client's obligation to pay the Company for the services of maintaining and controlling the website is not and will not be relinquished under the Agreement. The Client accepts that the Services provided by the Company after they release their physical control of the website, shall be limited to ensuring that the platform that the site is hosted upon is fully functioning and that the site is available to be viewed.

3.16 The Client accepts that at all material times during the Term of the Agreement, they are obliged to pay any outstanding service fees to the Company, irrespective of whether the Client takes full control of the website.

3.17 The Company shall not accept any liability for any actions, work, errors, and technical errors or otherwise made by the Client, its agents, third parties or otherwise, on or to the website, once full control and access of the website has been transferred to the Client at their formal request.

3.18 In the event that the Client requires the assistance of the Company to maintain/amend, correct the error of the Client or their third party changes to the website, the Client accepts that additional work above and beyond that granted is subject to a fee of £50.00 + VAT (at the prevailing rate) per hour for any extra work.

4. Proofreading

4.1 Proofreading (if applicable) will involve a professional copywriter of the Company reviewing Material provided by the Client for use on the website.

4.2 The proofreading service is designed to help the Client with small changes only such as re-phrasing. The Client acknowledges that the Company is not under any obligation to provide changes by way of proofreading and the Company is certainly not under a duty to provide any substantial editing unless the Client pays additional rates as determined by the Company and agreed by the Client.

4.3 The Client acknowledges that if the Package purchased includes "unlimited" proofreading, this shall be subject to a fair use limit of 400 words per page.

5. Updates

5.1 The Client is entitled to a maximum of 3 batches of updates per month which will not exceed 6 hours in total.

5.2 The Client acknowledges that the Company is not obliged to consider any changes on an update which depart from the original template of the website or which essentially amount to a page re-build save as they can be achieved within 6 hours of Company time.

5.3 Should the Client wish to add or replace images during the update, this shall be at a cap of 9 stock images per month.

5.4 Where copywriting is included under the Package purchased by the Client, the Company will allow up to 200 words per month for updates. Any additional words beyond this limit shall be subject to fees at clause 3.14.

6. Upgrades

6.1 The Client may opt to upgrade their Package and Services at any time by contacting the Company's sales team or the Client's account manager at the Company by email or telephone.

6.2 If the Client upgrades their Package, they are required to pay additional fees for the upgraded Package.

6.3 The Client is not permitted to downgrade their Package at any time.

6.4 Should the Client require additional pages beyond the number included as part of the Package specification, the Client will be required to pay additional fees to the Company at the prevailing rate. The Client acknowledges that any sub-pages also count towards the page allowance specified under the Package.

6.5 The Client may purchase copywriting services for 200 words at an additional cost of £50.00 plus VAT (at the prevailing rate). This fee shall also apply where the Client has copywriting included as part of the Package purchased but wishes to buy additional words as the maximum copywriting allowance has been reached.

6.6 Where the Client requires any additional products for the store set-up service, this will be charged at a rate of £40.00 plus VAT (at the prevailing rate) for 40 products.

7. Domain Registration and Expiry

7.1 The Client will be entitled to receive one domain with the Package and has the sole responsibility to ensure that the domain name continues to be registered and hosted with the Company. The domain included can only be chosen from the following extensions: .co.uk, .org, .me.uk, .com, .net, .info, .xzy, .mobi, .biz, .co.

7.2 The Client shall ensure that the domain name is registered to the same account holder as the registered owner of the 'Build My Website' Package.

7.3 The Client is required to renew the domain before it is due to expire at the prevailing renewal rate.

7.4 If the Client fails to renew the domain name, they shall be granted 5 calendar days to make a payment before the domain name and website is suspended.

7.5 The Client may at their sole discretion elect to transfer the domain name to another service provider by providing the Company with 5 day's written notice. However, as "Build My Website" relies on the domain being in the Company's system, a failure to replace the domain will result in the service being automatically suspended. Please refer to Clause 6 for further details.

7.6 The domain name registered to the website is separate in its entirety and will follow the domain procedure set by the Active Computers UK domain registration, renewal and refund agreement.

8. Fees and Refunds

8.1 The Services shall be charged in accordance with the fees set by the Company as set out in the Order Confirmation for each Package. These may be varied from time to time and published on the Company's website.

8.2 Clients may opt to elect a monthly or yearly payment for the Services purchased.

8.3 Clients only have the option to upgrade their monthly billing plan to a yearly billing period. The Client may not downgrade from a yearly billing period to a monthly billing period.

8.4 Clients are required to pay the set-up fee upon purchase of the Service. The set-up fee is subject to the Package purchased.

8.5 Clients who purchase any Package acknowledge that payment is made directly to the Company.

8.6 The Client is required to pay all fees within 7 days from the date of the invoice.

8.7 The Client accepts that the fees for the Agreement are subject to a monthly rolling contract after the Initial Term.

8.8 For the full details on fees, please see the current fees on the Active Computers UK website.

9. Term and Termination

9.1 The Services are subject to the Initial Term as a minimum.

9.2 The Client is required to provide the Company with a minimum of 30 days' written notice in the event that they wish to cancel the Services. The Client accepts that any cancellation notice served before the end of the Initial Term is subject to the Client paying the remaining balance due under the Agreement for the remainder of the Initial Term.

9.3 At the end of the Initial term, the Services shall remain active and automatically renew on a monthly basis, unless the Client expressly provides the Company with at least 30 days written notice by email.

9.4 The Company reserves the right to terminate or suspend the Services at any time if:

9.4.1 the Client fails to make the payment within 7 calendar days of the date of invoice. At the point of termination or suspension, the Company shall email and notify the Client of the termination or suspension of the Services.

9.4.2 the domain name associated with the service is transferred away from the Company's account, with or without notice, to another service provider. However, the Client may elect to replace their registered domain name with an alternative domain name through the Client control panel to keep the Services active;

9.4.3 the Client fails to pay for the renewal of the domain; or

9.4.4 in the event of insolvency, death or any other reason that the Company deems to be legitimate enough to warrant a termination and waive any unpaid sums.

9.5 For full details on terminating the Services, please refer to the General Terms.

10. Support

10.1 The Company warrants that it will provide telephone support services during Business Hours.

11. Intellectual Property rights

11.1 The Company acknowledges that the legal owner of the website is the Client, however, the Company shall have the full power and control over the website throughout the Term.

11.2 All images, format, text or otherwise used by the Company are licenced for the sole purpose of the website and are created for the client under the Agreement.

11.3 Any and all images used by the Company belongs solely to the Company and cannot be used for any other purpose. In the event that the Client terminates the Agreement, the Client will not be entitled to use the images provided by the Company on the website for any other purpose.

11.4 The content, if supplied by the Client shall belong to the Client and may be used by the Client in the event of the Client terminating the Agreement.

12. Web Hosting Service

12.1 The "Build My Website" service includes web hosting included in the price. This hosting service has defined allowances and restrictions.

12.2 The particular limits vary depending on the number of Pages to be developed, either 5, 10 or 15.

12.3 5 Page Site Limits

Disk Usage: 1000MB
Monthly Bandwidth: 3000MB

12.4 10 Page Site Limits

Disk Usage: 1500MB
Monthly Bandwidth: 5000MB

12.5 15 Page Site Limits

Disk Usage: 2000MB
Monthly Bandwidth: 7500MB

12.6 These hosting services do not include E-mail, FTP, sub domains or parked domains.

12.7 When your account exceeds the agreed limits for Bandwidth or Disk Usage your website will continue to operate. The additional usage will be logged by our billing system and charged at the end of the month.

The Current rate for Disk usage outside of your limits is £3.00 per 100MB.

The Current rate for Bandwidth usage outside of your limits is £2.50 per 100MB.

12.8 If your account regularly exceeds the agreed limits you may upgrade your package to provide a more suitable limit for Disk Space and Bandwidth.

1GB of additional Disk Space: £10.00 per month.

1GB of additional Bandwidth: £7.00 per month.

1 E-mail Account (with 250MB Disk Space): £3.99 per month.

13. Liability

13.1 The Company reserves the right to remove the website and domain in its entirety if it has reason to believe that the website may be operating illegally.

13.2 The Company will not be liable or accountable to the Client or any third party for any direct or indirect costs incurred, loss of earnings or compensation claims sought by the Client or any third party, if the Client fails to provide a written request under Clause 3.4 above or for any reasons or delays beyond the Company's control.

13.3 The Company shall provide to the Client the ETA for commencing work on the website; however, the Company may not be able to provide the Client with the exact date for completion due to the nature of the project.

13.4 The Client accepts that the Company will not be held liable for any failure to carry out the proposed Services for reasons beyond the Company's control, including but not limited to acts of God, acts of any governmental or supra-national authority, war or national emergency, riots, civil commotion, fire, network failure, systems fault, unauthorised use or access to the IT systems of the Company or the Client, explosion, flood, epidemic, lock outs (whether or not by that party), strikes and other industrial disputes (in each case, whether or not relating to that party's workforce), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions, to the extent outside of its reasonable control.

13.5 The Agreement and these Terms will be governed by the laws of England and Wales and both parties submit to the exclusive jurisdiction of the courts of England and Wales in the event of any claim or dispute in connection with the Agreement or these Terms. The Company does not accept any liability for the content if they infringe any other state/country laws.