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## LWS Terms and Conditions

### Definitions

This clause provides full definitions for terms which we have used frequently throughout these terms and conditions:

“we”, “us” and “LWS” shall mean Local Web Solutions (UK) Limited trading as Local Web Solutions and “our” shall be interpreted accordingly. We are a company incorporated in England under number 5809085, whose registered office is at A2 Yeoman Gate, Yeoman Way, Worthing, West Sussex BN13 3QZ. VAT Number 887 6454 60. Our telephone number is 01903 785568, our fax number is 01903 787368, our email address is office@localwebsolutions.co.uk and our web address is www.localwebsolutions.co.uk.

“you” shall mean the client named in the Quotation and “your” shall be interpreted accordingly.

“Contract” shall mean the contract between you and us for the provision of the Services and shall consist of the Formal Quotation/Detailed Specification and these Terms and Conditions which shall constitute the entire agreement between you and us.

“Price” shall mean the price payable by you to us for the Services we have agreed to supply as specified in the Order Form.

“Quotation”, “Formal Quotation” and “Detailed Specification” shall mean the document to which these terms and conditions are attached detailing the Services we have agreed to provide to you under this Contract and the Price.

“Services” shall mean all professional services which we have agreed to provide to you as stated in the Quotation which may include the website creation and development service, design and print services, domain name and email account installation services, website maintenance services, Search Engine Optimisation Services, website hosting services and any related services.

## INTRODUCTION

### 11. General

You have agreed to appoint us to supply you with the Services and we have accepted that appointment by agreeing to perform the Services subject to these terms and conditions.

These terms and conditions regulate the business relationship between you and us. By using our services in any way, or by buying from us, you agree to be bound by them.

A conditional contract between us comes into existence when we receive payment from you into our bank account for a service described within our Quotation, or at such later date as we agree the terms of our service. The condition is our acceptance of the contract. If within 7 working days of our receipt of your payment, we do not notify you by e-mail or post that we have not accepted your contract, then the Contract becomes absolute.

### 12. Service Specific Terms

These terms and conditions contain terms which are specific to each of the unique Services we have agreed to provide under the Contract.

- The specific terms which apply to our Website Development service are detailed in clause W1-W15 of these terms and conditions;
- The specific terms which apply to the use of our Content Management System (CMS) are detailed in clause W10 of these terms and conditions;
- The specific terms which apply to our Website Maintenance service are detailed in clause W11 of these terms and conditions;
- The specific terms which apply to our Website Hosting service are detailed in clause W3 of these terms and conditions;

- The specific terms which apply to our Search Engine Optimisation and Marketing service are detailed in clause M1-M8 of these terms and conditions;
- The specific terms which apply to our Design and Print service are detailed in clause D1-D10 of these terms and conditions.

### 13. General Terms

In addition to the service specific terms these terms and conditions contain general provisions which apply to all the Services we have agreed to supply to you in the Quotation.

## WEBSITE DEVELOPMENT SERVICE TERMS

### W1. Explanation of Basic Packages

The majority of website quotes will be based on the services offered in one of our three website packages. In all these packages we provide the following services:

- the purchase or transfer costs of a .co.uk domain name
- The mailbox set up of up to 3 email addresses and provision of a document to allow you to set up these addresses up on your computer. This includes a webmail facility.
- a simple website design using one of our design ideas or a design provided by yourself
- one professional library image per page of the site
- a set amount of pages as stated on the Formal Quotation/ Detailed Specification
- a simple contact form
- A basic content management system allowing you to update certain elements of the site yourself.
- Access to a statistics system for your website.

This package is intended as a simple, brochure style website package. Any upgrade to this package will need to be stated on the Formal Quotation/Detailed Specification.

### W2. Domain Names

- you will inform us of the main domain name you wish to use
- you will inform us of any additional domain names you wish the site to redirect from
- If you currently own domains we will require the Domain Registrar Login details to allow us to transfer these domain names to our administration.
- If required, we will purchase domain names on your behalf, but in your ownership
- we will notify you two months in advance of the first occasion of domain name and hosting renewals which we operate on an annual basis - failure to cover these costs may result in loss of your Email, Website, Domain or hosting as per our suppliers terms and conditions

### W3. Website Hosting

- LWS hosting is provided by a third party, Vision Internet Limited, who we have been working with for several years and have found trustworthy and reliable. By agreeing to these terms and conditions you are also agreeing to their terms and conditions which can be viewed at www.vision.co.uk.
- LWS do not issue individual control panel (cPanel) access to clients, as we prefer to use a Personal Service to attend to your needs in this complex area. Any requirements you may have, please feel free to query these and we will assist.
- LWS wish to offer the best levels of customer service by managing your online presence, leaving you free to manage your business. Therefore in the majority of cases we will ask you to transfer your website hosting to us. If you prefer not to do this, we will ask you to complete a disclaimer.
- The transfer of your website hosting from your current company to ours is a process that can only be instigated by yourself and the current company - this process can take hours for a .co.uk domain name and up to a week to ten days for other domain extensions (.com, .biz etc) - this may involve some downtime of your current website. Please inform us in writing if this is an issue for you so that we can advise appropriate action.
- As part of our Host's Disaster Recovery Policy, a back-up of your website and Database (if applicable) will be cut each night and stored for 24 hours only. Subsequent back-ups overwrite the previous day. We maintain an up to date

version of your website code only in a number of locations and formats, however the content introduced by yourselves may vary from our versions. It is your responsibility to maintain documented versions of all your page copy and images. We will update our version of all your content and copy, prior to any changes you have commissioned us to make to your site code.

### W4. Website Holding Pages

If we purchase a domain name on your behalf, or a holding page becomes necessary during the transfer/build of your website, we will place a basic holding page stating that the domain name has been purchased by us on behalf of a client. If you wish for any other wording to be placed on this holding page, please notify us in writing. A quote can be supplied for a professionally designed holding page specific to your company.

### W5. Email Accounts

- If your website is currently hosted with another company, when the transfer to us takes place it will be necessary to amend the settings of ALL your current email accounts, relating to the Domain. We will ensure all Email addresses you supply to us are set up correctly on our Mail Server and supply you with an easy to use document to amend the settings in your Email Application. If you are unfamiliar with creating/amending Email accounts on your computer we strongly advise you ensure you have access to an IT specialist at this time - alternatively we can supply the contact details of our preferred supplier.
- Email Accounts are set up long before any Domain transfer takes place to ensure continuity during the transfer process. If you have NOT provided ALL the email accounts you currently have, email may be lost. LWS accepts no liability in the event of failure by you to provide details of all email accounts.
- Additional Email account set up details will be provided in the Master Email Set up document for easy record keeping.
- You will inform us of the main email address you require on the contact page of your site to which all contact form outputs will be sent.
- You will inform us of any additional email addresses you require - up to three are included in the set up of your site - additional email address set up will incur a fee of £30 plus VAT per address.
- Our hosting company has strict rules around spam. You will inform us of any particular issues you have around spam in writing and we will explain options to assist you.
- Our Mail Server operates 'Spam Assassin' which we will configure and enable for you at a default setting. Other configurations can be discussed. In-coming Spam prevention is an on-going challenge that LWS and our Host are continuing to develop. LWS cannot be held responsible for excessive in-coming Spam levels or loss of genuine Emails that are stopped by 'Spam Assassin'.
- You will configure your Email program to SEND Email via your own ISP's Mail Server, details of which will have been provided by your ISP. They may have a policy of limiting the number of Emails you may send per hour, to prevent possible spam. If such a policy is limiting to your proposed Email marketing we can provide details of our preferred 'Mass Email Marketing' supplier.

### W6. Website Design

- We will initially create a concept for the homepage of the website. Once this concept has been agreed we will continue to produce one example per page style. The words and pictures on this design will be adjustable however structure and placement of each element (navigation, picture placement, wording placement) is something we will require you to sign off before we construct a test website for you. Amendments to the test site after sign off will result in additional costs being incurred for which you will be additionally liable.
- We reserve the right to use design templates and library imagery unless you state the requirement for complete uniqueness as per our Design and Print Terms and Conditions.

## W7. Website Specification

During the quoting process we will create a Formal Quotation/ Detailed Specification - this document is your written record of requirements and forms part of your contract. Before signing this document, it is your responsibility to ensure that you have notified us of all your requirements and that these have been recorded in writing in the Formal Quotation/ Detailed Specification.

The Formal Quotation/ Detailed Specification should contain the following items regarding the actual website functionality, as well as other items stated on this document:

- a website map i.e. the number of pages in the site and the layout/navigation of these pages
- what each style of page will be for and which pages each style will be used for
- what imagery will be used on each page
- whether any flash animation/video will be required
- what functionality will be required in the site (see below)
- whether search engine optimisation is a requirement or not
- whether a content management system will be required or not

## W8. Website Functionality

Functionality is deemed as things that the website is required to do over and above provide simple information based pages. These can take the form of some of the following. All required functionality must be listed in detail on the Formal Quotation/ Detailed Specification. LWS will not be liable for ensuring that the website provides any functionality which is not detailed in the Formal Quotation/ Detailed Specification. This list is simply an indication of different types of functionality:

- Downloadable Items: you will inform us if your site requires items to be downloaded from it and we will quote for these accordingly.
- Password Protection: you will inform us if your site requires password protection and to what level of detail.
- Databases/Online Shopping/Online Booking: you will inform us if your site requires online shopping, booking or database facilities and a full Detailed Specification of these requirements will need to be agreed.
- Complex interactive On-line forms, with validation.

## W9. Contact Forms

On your Contact page we will provide an email link, a contact form which details name, email address and a brief comments box which can be sent to your preferred email address. A quote can be provided for any upgrade to this contact form.

The CMS we provide has been written by ourselves and remains our intellectual property. It can only be provided on domain names that reside on our hosting.

If we have agreed to provide you with the CMS in the Formal Quotation/ Detailed Specification then we shall provide you access to the CMS and hereby grant you a non-exclusive license to use the CMS solely for the purpose of editing the web site we have developed for you in accordance with this contract. This license will be automatically revoked by LWS on the removal of the website from our host's server. You acknowledge that at all times LMS shall retain ownership of the intellectual property rights vested in the CMS.

## W11. Ongoing Website Maintenance

You will inform us, via the Formal Quotation/ Detailed Specification of your requirements for ongoing maintenance. The following are options:

- You may make simple amendments yourself using the CMS under the pricing and terms of that system
- You may enter into a maintenance scheme of which you will pay a monthly fee, from year 2, for this arrangement which will include the right to use the CMS and your hosting and main domain name renewal fees
- You may choose to request, on an ad hoc basis, for work to

be done on your site which will be quoted at our standard rate per hour.

Unless you agree to pay the additional fees, LWS will be under no obligation to conduct any further work in relation to the website as soon as the website has been signed off and launched.

## W12. Presence on the Search Engines

Unless we have agreed to do so in the Formal Quotation/ Detailed Specification, no search engine work will take place on your site.

We are able to provide a basic search engine start up package for an additional fee stated in your Formal Quotation/ Detailed Specification. All such services are supplied subject to the Search Engine and Marketing Terms (see clause M1-M8) and the General Terms (see clauses G1-G22)

Our search engine optimisation work is limited to the following:

- Initial submission of your domain name to Google
- Submission of your sitemap to Google at the point of go live
- Insertion of one set of search engine friendly page names, meta tags and descriptions for your site, the keywords for which must be provided by yourself in an electronic document
- Provision of a facility within your Content Management System to update these meta tags and page file names.
- We will endeavour to maintain any current search engine position of an existing web page that is moved to our hosting, but this cannot be guaranteed in any way.

We may be able to provide additional services but additional costs will be incurred.

## W13. Website Legal and Regulatory Compliance

- We will ensure that the Web Site meets basic standards for legal compliance. This will be limited to incorporating a basic set of terms of use, copyright notice and privacy policy. This does not exonerate the need for a solicitor to ensure your policies are correct. In particular, you should note the following:
  - if you are selling goods online then you will require specialised terms to comply with online trading regulations;
  - If your site includes a chat room or message board then you should have terms and conditions of membership as the website owner can be held liable for content posted by its members;
  - If you sell specialized goods or services then additional laws or regulations may apply, e.g. financial services, pharmaceuticals, food stuffs etc.
- The wording and links at the bottom of your site reflects the legal checks we complete and therefore if you wish to change these we will require you to sign a disclaimer
- We will create the Web Site to pass checks for the W3C coding standards compliance at the point of go live. We will also ensure your website passes Priority 1 and 2 of the WebXact tests for Accessibility in order to comply with the current legal requirements for website accessibility. We are not responsible for CMS amendments made to the website that may, after this date, cause the site to fail these checks.
- We will review your website code base and CMS entries on its' anniversary to ensure it complies with current legislation at that time. Subject to additional charges to be agreed with you we will advise you in connection with necessary amendments to maintain your website legality.
- You must inform us immediately of any fault discovered by yourselves or your users, at any time after going live, such that we may investigate, report and correct where necessary any code.
- We will not be held responsible for any errors on your website that have been introduced by the misuse of any CMS system we provide, but we will assist in correcting these if advised.

• Unless specifically agreed in the Formal Quotation/ Detailed Specification LWS is under no liability to ensure continued compliance of the web site with any law, rule, regulation which shall be your sole responsibility. This is a necessary limit to our liability as our field of expertise lies in the creation and development of the web site. We are not legally qualified nor do we have extensive knowledge of all compliance issues of every nature of business.

## W14. Website Statistics

Provided we have agreed with you in the Formal Quotation/ Detailed Specification then we shall supply you with a link, username and password to access the statistics for your website - for example the number of visitors. Alternatively, we can add a link to Google Analytics, a free facility via Google. Please inform us via the Formal Quotation/ Detailed Specification which you require.

## W15. Testing and Browser Issues

- At the point of go live we will perform basis checks to ensure your website works effectively on a current range of browsers including IE6, IE7, Opera, Mozilla and Netscape using a Microsoft platform. We will also check your website works effectively on Safari and Mozilla browsers on a Mac OSX.
- It is your responsibility to check the website in the browsers specified above and report any issues for our resolution before the website is live.
- We will only test your website with browser settings at 'default' level and JavaScript 'enabled'.
- We will ensure your website functions with JavaScript 'disabled', although we do not guarantee all the features and functionality will operate.
- We will ensure key areas of functionality will operate without JavaScript (Input Forms), but complex validation may be limited.
- If you have any specific requirements or clarifications we can discuss these with you.
- We are not responsible for updating your website if formatting or functional errors occur due to browser version updates unless you have a maintenance contract that specifies so.

## DESIGN AND PRINT TERMS

### D1. Design Quotes and Costings

- Design quotes are based upon an amount of studio time as stated in the Formal Quotation.
- Should this be exceeded we will notify you prior to incurring additional costs for which you will be liable.
- Please note that additional author's corrections (after approval by you of the Detailed Specification) and re-proofing are charged at £50 per hour with a minimum of a 30 mins/£25 charge.

### D2. Client's Responsibilities

- LWS offers a design, reproduction, print and new media development service, but only on the basis of content to be provided by the Client. Subject to the provisions of clause D7, the Client accordingly will be solely responsible for: -
- Ensuring the accuracy and completeness of all information to be included in any advertisements, brochures, or other materials produced, notwithstanding that the copy therefore may be written by LWS.
  - Ensuring that no such matter is defamatory, obscene, illegal, in breach of any code or otherwise undesirable (although LWS will have the right to refuse to print, publish or issue any matter which it considers might be such).
  - Ensuring that no such matter breaches the copyright, intellectual property or other rights of any third party (although LWS will have the right to refuse to print, publish or issue any matter which it considers might be such).
  - Ensuring, in the case of any advertising material, that no such matter breaches the British Code of Advertising, Sales Promotion and Direct Marketing published by the Advertising Standards Authority from time to time and further that the material does not (in the reasonable opinion of LWS) bring LWS into disrepute (although LWS

- will have the right to refuse to print, publish or issue any matter which it considers might be such).
- The accuracy completeness and confidentiality (including all obligations under the Data Protection Act 1998) of all lists and other mailing information or other data.
- Checking all proofs submitted by LWS against the foregoing criteria, and signing off the same.
- Obtaining at its cost all necessary consents, approvals, licences and other matters.
- Meeting deadlines notified by LWS for return of proofs and other matters.
- Fully indemnifying LWS, its sub-contractors and their respective employees, self-employed workers, agents and representatives against all liabilities howsoever in respect of any of the foregoing and all related costs and expenses. The Client is recommended to seek insurance where available.

### D3. Images

- Design solutions may include sourced images from royalty free libraries.
- Royalty free images are subject to a usage license and no copyright is passed to the purchaser at any point. Copyright will always belong to the original artist. This means a sourced image from a royalty free library may at some point be at risk of appearing in material other than the LWS client's own. Additionally, certain conditions apply to usage. For instance, a print restriction limits print runs to 500,000 on any royalty free image. If it is likely a client's requirements will exceed this limit, an extended license must be purchased at a cost outlined in the quote that will allow an unlimited print run. It is your responsibility ensure that you comply at all times with the terms of the license and you agree to indemnify in respect of all claims, costs, damages, expenses and losses incurred by us as a result of your breach of any license.
- other conditions apply to royalty free images, for a complete guide to these conditions please ask us for the image library your image is to be sourced from in order to check the terms and conditions which are incorporated into and form part of this contract.
- Should a client wish to ensure uniqueness and photography is required within any piece designed by LWS, original photography must be organised at a cost outlined in the quote. Full copyright can be passed to the client via an agreement with the original photographer. No restrictions will apply if an agreement can be reached. LWS shall have no responsibility for ensuring that any intellectual property rights are adequately transferred to you.

### D4. Design process

- During the design process, low-resolution options will be supplied to view only.
- When the final version is approved, an invoice will be rendered and full payment must be received within 14 days. Upon receipt of full payment a high resolution final will be made available to the client.
- In the case of a logo device, the logo will be made available in the following formats for use at will:
  - AI, EPS, PSD, JPG or PDF
  - Or in any other format agreed by us in the Formal Quotation

### D5. Proofing

- As there are a number of output devices each with their own colour footprint, colour accuracy can never be guaranteed therefore we supply an approximate colour proof.
- Prior to final production, a proof will be supplied for the client to check and sign off.
- It must be remembered that no proof will be identical to the finished printed piece and the proof will only represent an approximation to the final piece printed on a press.
- LWS will use reasonable endeavours to ensure colour accuracy but accept no responsibility for unexpected results on press. If colour accuracy is critical, a wet proof can be arranged at an additional cost for which you will be liable.

- This may also apply to vehicle graphics and other sign work where colour faithfulness is an important aspect of the job. Unless the colour proof is signed off, no further production will take place. It is the responsibility of the client to ensure no inaccuracies are present on the proof as once it is signed off and production has commenced, any errors to be corrected will incur additional costs for which you will have sole responsibility.

### D6. Compliance

- Where compliance is required such as marketing material for financial services, it is the responsibility of the client to secure the appropriate level of compliance and ensure it is employed on the design in the correct manner.
- You agree to indemnify LWS in respect of all claims, costs, expenses and losses incurred as a result of your failure to comply with any rule, law or regulation.

### D7. Relationships

- LWS will not be responsible for liaising with third party agents such as printers or sign makers unless authorised in writing to do so by the client.
- This will carry a management fee and will be detailed in the quote.
- If this option is adopted, LWS will oversee all aspects of the job to ensure progress is smooth and as near to the deadline as humanly possible. However, LWS expressly do not warrant that any deadlines will be met. You acknowledge and agree that any deadlines or time frames stated in the Formal Quotation or otherwise agreed by LWS are for guidance purposes only and failure to meet those will not entitle you to terminate the contract or to any compensation.
- Should the client not wish to take this option, all correspondence will take place via the client and the third party and it is the responsibility of the client to ensure correspondence is managed promptly.

### D8. Print

- Once an item has been approved and signed off by the client to go to print, any errors discovered after the job is printed are entirely the responsibility of the client.
- If a reprint is required, this will be at the clients' expense.

### D9. Mailing

- If mailing is required, it is the responsibility of the client to secure the appropriate licence from Royal Mail or other postal service.
- LWS will make every effort to ensure layouts comply with Royal Mail guidelines in time with deadlines, if Royal Mail approval should delay final production, LWS accepts no responsibility for missed deadlines.

### D10. Approval procedure

- It is important to adhere to the approval procedure otherwise this can cause delays and missed deadlines. Designs must always have signed approval prior to publication on the web or for press. In the case of advertising material, if signed approval is not provided in time for the deadline to be met, LWS will not be responsible for missed space within a publication. This also applies to any publishing/campaign deadline.
- If no approval is provided, items will not be sent to publishers or printers.

### D11. Amendments and Additions to Order

- Except as expressly agreed in writing signed by LWS: -
- If any information supplied by or on behalf of the Client is insufficient, incorrect, inaccurate, or misleading, or if the Client notifies LWS of any change of requirements in relation to any order after acceptance thereof by LWS, the Company shall be entitled to amend the Price, the terms of payment and the delivery date or delivery schedule as in the circumstances LWS shall consider fair and reasonable. LWS shall as soon as practicable notify the Client in writing of such amendments. In particular, all wasted journeys undertaken by LWS as a consequence of such information or notification shall be charged to the Client.

- Any variation or amendment requested by the Client will only be valid and binding on LWS when details of the change signed by the Client (or a duly authorised representative of the Client) and a duly authorised representative of LWS and subject to appropriate adjustment in Price delivery dates and other matters.

### D12. Delivery

- Provided the Client meets all notified deadlines and allows the Company reasonable time to carry out its obligations, the Company will endeavour to make delivery at the time and in the manner specified in the Order but any delivery date given is an estimate only and in no circumstances shall time be the essence of the contract in respect of Delivery. Delivery may be made by instalments if the Company, at its sole discretion, requires.
- The Company can take no responsibility (except as provided in clause 7.2) for outside suppliers of Goods or services and the Client hereby agrees to hold the Company harmless in respect of any and all delays resulting from acts or omissions of such outside suppliers.
- Unless otherwise stated in the Order delivery of Goods shall be at the Company's premises.
- Where Goods are to be delivered other than at the Company's premises, they will be delivered by such means as the Company at its sole discretion deems appropriate, unless such means are specified in the Order. All such deliveries shall be made at the risk and cost of the Client, and the Client shall be liable to make any appropriate insurance arrangements.

### D13. Title and Risk in Goods Ordered

The title in any goods supplied in relation to the design and print services supplied by LWS to the Client ("the Goods") shall not pass from LWS to the Client until the later of Delivery and receipt by LWS of payment in full of all sums due or owing from the Client to LWS on any account. Until title shall have passed, the Goods shall be held in trust for LWS and shall be marked as the property of LWS and shall be stored separately, not incorporated into any larger assembly or system or disposed of or used in any way by the Client. If the Client defaults in the punctual payment of any sum owing to LWS then LWS shall be entitled to the immediate return of all Goods supplied by LWS to the Client in which the title has not passed to the Client. The Client hereby irrevocably authorises LWS to enter any premises of the Client to recover the Goods.

### D14. Trade marking

If a client intends trade marking their logo designed by LWS, you must inform us, by way of ensuring this is stated on the Formal Quotation/Detailed Specification or your Design/Print Approval Form. No other instruction can be taken.

## SEARCH ENGINE AND MARKETING TERMS

### M1. General Terms

Search Engine Marketing, Pay per Click and Marketing services include a pre-agreed amount of work on tasks and is completed at an amount stated on the Formal Quotation/Detailed Specification. If any additional work is required in excess of that agreed to in the Formal Quotation then this will incur additional charges for which you will be liable.

### M2. Google Adwords Account Issues

- LWS offer Pay per Click (PPC) marketing services with Google Adwords using a Google Adwords Professional. A set up fee starting and an ongoing monthly management fee applies in each case. A click budget, of which click costs are paid directly to Google by the client, will be set between LWS and The Client.
- The Client agrees to accept the terms & conditions of Google when setting up an account (a copy can be supplied on request).
- The Client acknowledges that LWS is not affiliated with, works for, agents of or a partner of Google.
- All changes the Client wants to have made to the Google Adwords campaign must be made in writing to LWS.

- The Google Adwords account is owned by the Client and LWS are contracted to manage the campaign on behalf of the Client. You hereby authorise us to correspond with Google on your behalf as your agent.
- If the Client has access to the Google Adwords account, any amendments the Client wishes to make must be agreed in writing with LWS before any changes are made. LWS will not be liable for any changes made by you without our prior written consent.
- If the Client has any concerns with regards to the campaign management, LWS must be informed in writing immediately, so the campaign can be altered or stopped.
- Google may update their service from time to time affecting the functionality. These changes are beyond LWS's control. LWS will use reasonable endeavours, but can not guarantee, to inform the Client of any functionality changes that may affect their campaign.
- Pay Per Click Management includes for the adjustment and refinement of existing campaigns and Ad groups
- New campaigns / Ad groups can be created to achieve new marketing objectives and the time taken will be pre-agreed and charged as extra at the hourly rate or by upgrading to the next level of service.

### **M3. Pay per Click Fees and Budgets**

- the Client agrees to pay monthly fees in advance on the 1st of every month starting the month following the date of agreement being executed, using BACS / Standing Order.
- If the monthly fees are not received by 10th of the month, it will be deemed a breach of this agreement and all services will stop immediately and the contract will be terminated.
- LWS reserves the right to change Monthly Fees at any time providing 30 Days Notice.
- The Client authorises LWS to use the full monthly budget agreed, and make any changes to the campaign required to get the best results within that budget.
- The Client understands Google will charge the cost of the clicks to their credit card monthly. (Invoice can be supplied on request by LWS)
- The Client understands that Google charges £5 admin fee to set-up an account. This will be charged direct to the Client's credit card.

### **M4. Provision of Data**

- For the basic search engine service you will need to provide us with an electronic document detailing the keywords you provide for page names, meta tags and descriptions
- For advance search engine work we will research these words with you for an additional cost

### **M5. The Client's Approval**

- Where a marketing service is provided, all materials for publication shall be submitted by LWS to The Client for approval, prior to publication. Following such approval, LWS shall not be liable for any loss or damage suffered by any party resulting directly or indirectly from such publication. The Client further agrees to indemnify LWS in respect of any third-party claim in this regard.

### **M6. Limitations of Liabilities for Search Engine Marketing, Marketing and Pay per Click services**

LWS is committed to excellence. However we have to be clear about the limit of our liabilities in providing the Search Engine Marketing, Marketing and Pay per Click services as follows:

- Limitation of liability and warranty disclaimer: LWS makes no representations, warranties or guarantees of any kind, either express or implied with respect to the search engine marketing program, or the functionality, performance or results of use thereof, including, without limitation, any warranties of satisfactory quality, fitness for a particular purpose, non-infringement, or other warranties arising by usage of trade, course of dealing or course of performance.
- Without limiting the generality of the foregoing, LWS does not warrant or guarantee that any LWS search program or

operation thereof will be uninterrupted, error-free or will meet the Client's requirements.

- LWS will not be liable for, or considered to be in breach of or in default, on account of any delay or failure to perform as anticipated by the parties, including, without limitation, if LWS program becomes inoperable or incapable of performing as intended.
- LWS will not have any liability or responsibility for any special, indirect, incidental, consequential or exemplary damages in connection with this agreement, including, without limitation, damages relating to the loss of profits, income or goodwill, even if aware of the possibility of such damages.
- The Client acknowledges that the service provided by LWS is solely for directing driving targeted visitors to the Client's website and not responsible for those visitors making contact or buying products / services.
- In no event will LWS liability for monetary damages under this agreement exceed the amount paid by the Client to LWS for the program.

### **M7. Timescales for PPC, Search Engine and Marketing**

- A Pay per Click Contract is for a minimum period of 3 months. A period of at least six to twelve months is advised for any Search Engine, PPC or Marketing campaign.

### **M8. Termination**

- On the expiry of three months from the date of this agreement the Client may terminate the contract at any point subject to a paid notice period of 30 days during which preparations will be made to handover completed work subject to payment of outstanding invoices. Work in progress will only be transferred to the Client upon LWS receiving payment in full of all monies due from the Client in respect of all services provided by LWS to the Client whether due under this agreement or under any other agreement with the Client.
- In the event of breach by the Client of this Agreement, LWS shall have the right to terminate this Agreement and to terminate management of the Google Adwords campaign and any other services immediately. The Client shall have no right to a refund of any kind and will be responsible for all costs and any legal fees incurred by LWS in connection with the Client's breach of this Agreement. The Client will following termination remain liable for all fees and expenses incurred by LWS under this Agreement up to and including the date of termination.

## **GENERAL TERMS APPLICABLE TO ALL SERVICES**

### **G1. Timing**

- Except where specified otherwise, time shall not be of the essence of the Contract.
- Based on our experience a six page website can take approx four weeks to complete. A detailed website with a database can take up to twelve weeks. This is not a contractual statement but for your information.
- In all cases, we rely on you providing relevant information and sign off to proceed
- Although we cannot provide any warranty in this regard, we will aim to initially respond to all queries within 48 hrs

### **G2. Links to our Website**

We reserve the right to add a link to the Web Site on the basis that we created the Web Site. If you do not wish for us to exercise this right then you must notify us in writing.

### **G3. Presence on our Portfolio**

We reserve the right to add an article, images and link to your Web Site in the portfolio section of our web site confirming that we developed the Web Site. The primary purpose of this is to act as a showcase of the services we can provide to our clients but should also have the effect of increasing traffic to your Web Site. If you do not wish for us to exercise this right then you must notify us in writing.

### **G4. Service Levels**

Our working hours are Monday to Friday 9am to 5pm Monday to Friday excluding public and bank holidays. If you require

a service level agreement that extends beyond these hours, please notify us in writing via the Formal Quotation/Detailed Specification

### **G5. Confidentiality**

LWS expects that all information provided to it shall be non-confidential. In the event that confidential information is divulged to LWS such information must be defined, in writing to LWS who shall, thereafter, take reasonable precautions to prevent its further disclosure. LWS reserves the right to work with any competitor business to the Client.

### **G6. Basis of Contract**

You warrant that you buy our services as a business and not as a consumer. We have agreed to provide the Services to you in consideration of you paying the Price.

### **G7. Additional Work**

You acknowledge that we may charge you an agreed rate and you will pay us, for all work not included in the Formal Quotation. The rates will vary between categories of work. If you ask us to carry out any additional work we shall advise you of the additional costs of that work for which you will be additionally liable.

### **G8. Identification of the Services**

You acknowledge that you understand exactly what is included in the Services and that you are satisfied that the Services are suitable and satisfactory for your requirements. In entering into the Contract you have not relied on any representation or information from any source except the definition and explanation of the Price and the Services given within the Quotation.

Outline Quotes are valid for 30 days. Quotes are subject to VAT.

All work remains the property of LWS until the account has been settled in full.

### **G9. Charges**

We will charge you at the rate given within the Formal Quotation/Detailed Specification. Each invoice submitted to you shall contain a breakdown in respect of all quotation elements, materials and equipment used and the amounts attributable to each. We reserve the right to charge you interest in respect of the late payment of any sums due under this agreement (both before and after judgment) at the rate of 5 per cent above the base rate from time to time of the Bank of England from the due date until receipt of payment. When you order work to be paid outside of the Quotation, we will provide an estimate of the cost of such work. You agree to pay us the estimated sum. We do not have to continue with any work on the Contract until we have received payments into our bank account as stated within the Quotation payment schedule. If we choose to give you credit, you agree to pay our invoice for work done within 14 working days. LWS reserves the right to change pricing at its discretion but will always provide customers with one month's notice of any changes.

### **G10. Third party software rights**

If we incorporate or embed third party software products in the Web Site then such products will so far as possible be properly licensed to you or to us in accordance with the conditions of sale of the supplier of the same.

We give no warranty and/or license in respect of any such products beyond the warranty and/or license given to us. The provision of the software to you will be subject to the terms and conditions and/or license of the supplier of the software and you hereby agree to indemnify us for all loss, damage, costs, expenses and other claims arising from your use of the software.

### **G11. Intellectual property rights**

Software code and graphic images owned by a third party are not affected by this agreement. During and after

completion of the Contract and unless otherwise specified in this agreement and unless owned by a third party ownership of intellectual property shall be as follows:

- Web Site concepts contained in your first draft Detailed Specification belong to you.
- Web Site concepts and designs and images introduced by us, belong to us.
- Original work done to your specific order belongs to you.
- Software code and components written by us prior to the date of the Contract and incorporated in the Web Site belong to us.
- Code written specifically for the Web Site belongs to LWS initially but will be automatically assigned to you upon receipt by LWS of all payments due to LWS from you under this agreement and if required we will make a copy of this code to pass to you if you require moving to another provider.

#### **G12. License of Our Intellectual Property Rights**

We now grant a non-exclusive royalty free license to you to use all items listed above and owned by us, for use in connection with any web site you might own or use for a period of 99 years. You may not assign this licence except by way of sale or transfer of the whole of the Web Site or such other web site that contains the relevant item.

#### **G13. Intellectual property rights indemnity by Customer**

You hereby agree to indemnify us against all claims and costs arising in connection with any Content supplied by you, whether for breach of intellectual property rights defamation or otherwise out of your failure to comply with any law or statutory instrument.

#### **G14. Limitation of Liability**

The following provisions set out our entire liability (including any liability for the acts and omissions of our employees) to you in respect of any breach of our contractual obligations arising under the Contract; and any representation statement or tortuous act or omission including negligence (save for liability arising as a result of death or personal injury caused by the negligence of LWS) arising under or in connection with the Contract.

Our liability is limited to a sum equal to the value of the Contract, including all work charged at hourly rates. We will not be liable to you in respect of any loss of profits, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by you as a result of an action brought by a third party) even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring the same.

We will have no liability to you in respect of any event unless you have served notice of it on us within one year of the date you became aware of the circumstances giving rise to it or the date when you ought reasonably to have become so aware or from the date that you signed-off the work whichever is the earliest. Nothing in this paragraph shall

confer any right or remedy upon you to which you would not otherwise be legally entitled.

We will not be liable to you for loss arising from or in connection with any representations agreements statements or undertakings made prior to the date of this agreement.

We will not be liable for any losses in connection with the loss of on-line presence, website, email or database as a result of any action by our host, loss of power to our servers, loss of internet connection, war, terrorist act or any act beyond our direct control.

#### **G15. Termination**

We may terminate the Contract immediately if you fail to pay any sum due within 14 working days of the date of submission of an invoice. Without prejudice to other remedies or rights, either party may terminate this Contract at any time by written notice to the other party ("the Other Party") and the notice shall take effect as specified in the notice:

- If the Other Party is in breach of its obligations under this Contract, and where a breach is capable of remedy within 14 working days by the Other Party receiving notice which specifies the breach and requires the breach to be remedied; or
- If the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purposes of a solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

In the event that you terminate this Contract then you shall be liable to pay to us, and we shall invoice you for, the Services carried out up to and including the date of termination and in addition you agree to indemnify us for all costs and expenses incurred on your behalf in the provision of the Services.

#### **G16. Force Majeure**

Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including acts of God, fire, natural disaster, war or military hostilities and strikes of its own employees, any IT related failures beyond the control of us, power surges or shortages, delay or failure by any third party including but not limited to the ISP or hackers (individually referred to as "a Force Majeure Event" and collectively referred to as "the Force Majeure Events") and the date of delivery of the work/ assignment be extended to the extent of any delay resulting from one or any more of the Force Majeure Events. And in such a situation:

- Each of the parties agree to give notice immediately to the other upon becoming aware of the existence of any one or more of the Force Majeure Events and such notice to

contain details of the circumstances giving rise to it.

- If a default due to any one or more of the Force Majeure Events shall continue for more than 6 weeks then the party not in default shall be entitled to terminate this Contract.
- Neither party shall have any liability to the other in respect of the termination of this Contract as a result of any one or more of the Force Majeure Events.

#### **G17. Successors to the Agreement and Transfer of Agreement**

The benefit and obligations of this agreement shall be binding on any successor in title. If this situation should occur the client will receive a full copy of the Web Site as stated to retain for themselves in a format to be agreed between the parties.

The Client shall be entitled to assign this agreement nor all or any of their rights and obligations hereunder without the prior written consent of LWS.

LWS shall be entitled to assign this agreement or to sub-contract any or all of its rights or obligations under this agreement at any time.

#### **G18. Notices**

Any notice to be served on either of the parties by the other must be sent by post to the address and shall be deemed to have been received by the addressee 2 working days after it is posted if no notice of non-receipt has been received by the sender.

#### **G19. Headings**

The headings in this document are for reference only.

#### **G20. Dispute Resolution**

In the event of a dispute arising out of or in connection with this Contract and which has not been resolved following discussions and negotiations between a person or persons appointed or authorised by you and us then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

#### **G21. Waiver**

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

#### **G22. Jurisdiction**

This Contract shall be interpreted according to the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

Signed by the Client's duly authorised representative

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



#### **Local Web Solutions (UK) Ltd.**

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