



Subject /

# SLA, Terms & Conditions

## Website



  
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## 1. DEFINITION OF TERMS

Arnold Jones Associates Design Limited (AJA Design), Somerleigh Gate, Somerleigh Road, Dorchester, Dorset. DT1 1TL trading as AJA Design having its principal place of business at Somerleigh Gate, Somerleigh Road, Dorchester, Dorset. DT1 1TL.



The Client - the entity which enters into a contract with AJA Design

Domain Name - the root address of a website, e.g. www.webaddress.com. All such names must be registered with the appropriate naming authority, which will usually charge a fee.

Downtime - time when the website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.

Host - the company on whose system the Website physically resides.

Link, Hyperlink - a 'clickable' link embedded on a web page which may take the form of a graphic or text.

Search Engine - a website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.

Website - a collection of web pages and associated code which forms an integrated presence.

The Work - the subject matter of the contract between the Client and AJA Design.

## 2. FEES

### Fee Payable

A non refundable deposit of 50% of the total fee payable under the contract is due immediately upon the order requested. The remaining 50% shall become due when the Work is completed to the reasonable satisfaction of the Client but subject to the terms of Clause 4.3 Approval of Work and Clause 4.4 Rejected Work hereof. AJA Design reserves the right not to begin the Work until the said deposit has been paid in full. The fee quoted in the contract does not include the cost of domain registration, hosting set up fee or hosting.

### Maintenance Fees

Maintenance, if included in the contract, shall be on a month to month basis, with a minimum of £95 payable in any month where updating is necessary. Fees will be assessed on an hourly basis at £95 per hour or part thereof. No fee will be required in a month where no updating is necessary. Search engine re-submissions, other than the original submission included in the contract fee, shall be included in the maintenance fee. Contract Length.

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By signing up with AJA Design you agree to a minimum of a 3 month contract. Because of this if you make a cancellation of this contract at any time during the length of the contract there is no refund available to you. AJA Design, however, may decide to refund customers in certain circumstances however the decision to do this will be made solely by AJA Design.



### 3. DISCLAIMERS

#### Third Parties

AJA Design can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Website, although AJA Design will endeavour to ensure that website downtime is kept to a minimum.

#### Maintenance and Correction of Errors

AJA Design takes no responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the Website after the Work has been completed. Errors (both technical and typographical) attributable to AJA Design will be corrected free of charge, but AJA Design reserves the right to charge a reasonable fee for correction of errors for which AJA Design is not responsible, including, but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided to AJA Design by the Client.

#### Extent of Work

Installation on the Internet is limited to the uploading of all necessary files to the Host, and testing of functionality. No registration of the Website with Search Engines will be undertaken unless otherwise agreed with the Client.

#### Consequential Loss

Under no circumstances will AJA Design be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimize possible losses as a result of software failure.

#### Status and Duration of Offers

Proposals and offers are valid for a period of one month from the date issued. AJA Design is not bound to honour offers that have expired. Offers are not legally binding until an acceptable timetable for the work has been agreed by both parties. This timetable must be agreed within the month that the offer is valid. If an acceptable timetable has not been approved by both parties within one month of the offer being made, the offer is deemed to have expired

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#### Search Engine Listings

AJA Design does not guarantee listings on Search Engines and the Client accepts that it is Search Engines and not AJA Design who determine whom they list and whom they will not. The Client further understands there is no guaranteed placement or rank on the Search Engines and that a new website may never even appear on Search Engines at all. AJA Design does not control Search Engines' algorithms and huge shifts can appear daily, weekly and even hourly.

AJA Design will not be responsible for any damages your business may suffer. AJA Design makes no warranties of any kind, expressed or implied for services we provide. AJA Design disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non deliveries, wrong delivery, and any and all service interruptions caused by AJA Design and its employees.

Alterations to Terms and Conditions: AJA Design reserves the right to adjust the terms and conditions of service at any time.

#### 4. COMPLETION OF WORK AND PAYMENT

##### Completion of Work

AJA Design warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. AJA Design will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. AJA Design will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorisation from the Client.

##### Supply of Materials

The Client is to supply all materials and information required for AJA Design to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, AJA Design has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, AJA Design has the right to invoice the Client for any part or parts of the Work already completed.

##### Approval of Work

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify AJA Design, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to AJA Design as unsatisfactory within the 7 day review period will be deemed to have been approved.

Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the 60% balancing payment under Clause 2.1 Fee Payable will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.



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#### Rejected Work

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by AJA Design to remedy any points reported by the Client as unsatisfactory, and AJA Design considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and AJA Design can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

#### Payment

Upon completion of 7 day review period, AJA Design will invoice the Client for the 50% balancing payment in accordance with Clause 2.1 Fee Payable hereof, which, in the absence of agreement to the contrary, is to be paid by the Client within 21 days of the date that the invoice was issued.

#### Remedies for Overdue Payment

If payment has not been received by the due date, AJA Design has the right to suspend ongoing work for Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 21 days after the due date, AJA Design has the right to replace, modify or remove the Website and revoke the Client's licence of the Work until full payment has been received. By revoking the Client's licence of the Work or removing the web site from the Internet, AJA Design does not remove the Client's obligation to pay any outstanding monies owing.

## 5. INTELLECTUAL PROPERTY

#### Offers and Proposals

Offers and proposals made by AJA Design to potential clients should be treated as trade secrets and remain the property of AJA Design. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorization from AJA Design. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

#### Warranty by Client as to Ownership of Intellectual Property Rights

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to AJA Design for inclusion on the Website. The conclusion of a contract between AJA Design and the Client shall be regarded as a guarantee by the Client to AJA Design that all such permissions and authorities have been obtained and that the inclusion of such material on the Website would not constitute a criminal offence. By agreeing to these terms and conditions, the Client removes the legal responsibility of AJA Design and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

#### Domain Name

Any Domain Name obtained will belong to the Client. The Client agrees to indemnify AJA Design, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the domain name sought is not a trademark of a third party.

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#### Licensing

Once AJA Design has received full payment of all outstanding invoices and the Work has been approved by the Client in accordance with Clause 4.3 hereof, the Client will be granted a licence to use the Website and its contents.

#### Trade Secrets

Any code that is not freely accessible to third parties and not in the public domain, and to which AJA Design or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from AJA Design. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which AJA Design or their suppliers owns the copyright. AJA Design acknowledges the intellectual property rights of the Client. Information passed in written form to AJA Design, and that the Client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Client.

### 6. RIGHTS AND RESPONSIBILITIES

#### Right to Terminate

AJA Design reserves the right to refuse or break a contract without prior notice, if it is believed that the Client, their Website, or any material is illegal, immoral or otherwise unacceptable.

#### Events Beyond the Control of AJA Design

AJA Design will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of AJA Design.

#### Supply and Pricing of Services

AJA Design reserves the right to use whoever it feels appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

### 7. INTERPRETATION

#### Jurisdiction

This Agreement shall be governed by the laws of the United Kingdom which shall claim venue and jurisdiction for any legal action or claim arising from the contract between AJA Design and the Client. The said contract is void where prohibited by law.

#### Survival of Contract

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.



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## Change of Terms and Conditions

These terms & conditions may change from time to time. The Client will be informed of revisions as and when they are issued.



## 8. MANAGED HOSTING

Our Server is hosted with a 3rd Party but is

1. Dedicated to AJA Design
2. Each customer has a dedicated Server
2. Space allocation for each website hosted – 20GB
3. Managed hosting

AJA Design hold a Managed Hosting Agreement with its server provider, with the following key services and benefits:

1. The server provider wholly owns and maintains all its own equipment.
2. Its network is secure both physically and virtually. They implement firewalls and security sentinel programs online.

The premises where the server is housed have on-site security

3. The server provider backs any of the default software installed on the server and maintains.
4. The server is updated and checked regularly.
5. The server provider ensures when there is a hardware failure the downtime is minimized by replacing the failed parts with new hardware. In the event of hard disk failure the latest back up of the server will be restored to the server.
6. With a traditional dedicated or VPS server, if your hardware fails, then you get downtime. Their cloud is not reliant on any single piece of hardware, so you benefit from a massive 99.99% uptime.

## 8. TERMINATION, MISUSE & UPGRADES

The account can be terminated by AJA Design if they are being misused by the user. AJA Design will always attempt to contact the account holder in any such case although suspensions are not guaranteed to receive email notifications. Misuse includes, but is not limited to, all of the following:

The sending of UCE (Unsolicited Commercial Email - SPAM) through our servers promoting any website or through third party servers promoting a website hosted by us can result in the suspension or termination of your web hosting account.

1. The hosting of, reference to or linking to nudity, pornography, anything of a sexual, lewd, or obscene nature.
2. The hosting of, reference to or linking to violations of any copyright or any other right of any third party.
3. The hosting of, reference to or linking to threatening, abusive, harassing, defamatory statements.
4. The hosting of, reference to or linking to promotion of illegal activities (info on hacking, cracking,

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- making illegal devices, etc).
5. The hosting of, reference to or linking to information, instructions, or software containing or about any kind of virus.
  6. The hosting of, reference to or linking to hate speech or hate propaganda.
  7. The hosting of scripts or systems that cause server performance to decrease or cause a serious problem with the smooth running of the server. Be warned that this can include many of the popular forum / community systems once under medium to heavy load due to the intensive way in which they operate. Should your account be found to be causing server performance problems you will be emailed with the instruction to alter your website or make alternative arrangements with another company for the hosting of your website. We will typically give you 48 business hours to upgrade or 7 days to make alternative hosting arrangements. Arnold Jones Associates Design will be the sole judge of how many resources any script is using and how the script or system is affecting other users.
  8. The hosting of, reference to or linking to misrepresentation(s) of member's identity, or the impersonation of anyone.
  9. Collection of personal information for illegal purposes.
  10. The hosting of, reference to or linking to content that is deemed by Arnold Jones Associates Design, in its sole discretion, to be harmful to Arnold Jones Associates Design, another company or organisation, or individual.
  11. The hosting of, reference to or linking to any products or services (or information relating to them), that are harmful, illegal, dangerous, pornographic, or indecent.
  12. Exceeding the maximum limit of sites allowed is prohibited. This can include using a third party to redirect domain names to a subdirectory on your account.

#### 9. DOMAIN REGISTRATION

1. AJA Design will accept all new registrations onto our system and register them as soon as possible after payment has been processed.
2. The domain name registration period runs for minimum of one year from the date of registration. After this time period has lapsed registration renewal may be made upon receipt of payment of renewal fees.
3. No refunds can be made if registration attempts though other parties have been made by the registrant within 48 hours (either side) of attempting to register the domain through AJA Design.
4. Until the registrant receives confirmation of registration from AJA Design, there is no guarantee that the domain name requested will be registered.
5. AJA Design will do all they can to ensure that the registrant's details are submitted correctly during registration.
6. The registrant agrees that all details submitted in respect of a domain name registration are true and correct. The registrant makes certain to AJA Design that the registration of a domain name and the way in which it is used (directly or indirectly) does not infringe the legal rights of any third party. AJA Design do not accept any responsibility for the use of registered domain names especially where there may be conflict over rights to ownership. The registrant indemnifies AJA Design from any legal proceedings and costs that arise as a result of the registration of a domain name.



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All .co.uk, .org.uk and .me.uk registrants must agree to Nominet UK's terms and conditions located at <http://www.nominet.org.uk/nominet-terms.html>



*By placing your order, you agree by our terms and conditions (as above) and that any alteration or changes to the quote may result in additional charges and these will be given in writing prior to any work being started.*

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