

Kate Watkiss Terms & Conditions

1. Modification of this Agreement

Kate Watkiss reserves the right to amend these terms and conditions without prior notice. The latest version of our terms and conditions can be found on our web site at www.katewatkiss.co.uk/terms.html or by contacting our office on 01248 67 50 91.

2. Your Obligations as a Customer

By placing an order, for any services offered by Kate Watkiss, you are indicating your acceptance of these terms and conditions.

Any Account names and passwords allocated must not be divulged to any third parties and you should take reasonable action to ensure that they are not discovered or passed on to other persons. If you believe that your account details are known by others, then you should have them changed immediately.

You must not participate in any form of un-solicited bulk emailing or spamming.

Delays in work as a result of you not providing information within the agreed schedule will allow Kate Watkiss to produce an interim invoice for the outstanding balance.

You agree that Kate Watkiss is not liable for any claims made against her arising from the content of a customer's web site, or any infringement of rights of any third party on your domain name.

3. Data Protection

Your data will be held in strict accordance with the applicable data protection laws and will not be passed on to any other parties without prior consent.

4. Services

4.1 Hosting You may not exceed your allocated server space at any time without permission from Kate Watkiss.

We reserve the right to remove any material that is deemed inappropriate from your pages, without prior notice.

Regular backups of our servers are undertaken by us, however you are responsible for backing up any data that you put on our servers. We cannot be held responsible for the loss of any data.

4.2 Bandwidth If your site should exceed your pre allocated bandwidth of 1000MB per calendar month, we will keep the site running as normal, but you will make a payment for the extra bandwidth, at the rate of 5 pence per 1MB of usage.

If your bandwidth reaches a point where it has an adverse effect on our other clients, then we reserve the right to disable your site until the problem is overcome.

4.3 Web Pages & Design Anyone who publishes web pages onto our server is responsible for the content held in that allocated space, including obtaining legal

permission for that content and ensuring that the content does not violate UK or International law.

We reserve the right to remove any material that is deemed inappropriate from your pages, without prior notice. Regular backups of our servers are undertaken by us, however you are responsible for backing up any data that you put on our servers. We cannot be held responsible for the loss of any data.

4.4 Domain Names Anyone applying for a domain name must also comply with the terms and conditions of the Naming Authority for that country's domain.

Kate Watkiss is acting as an agent for the domain names and confirmation of a domain name cannot be guaranteed until the Naming Authority has authorised it.

Written copies of these contracts can be obtained on request.

2 months prior to domain name renewal Kate Watkiss will contact the customer as to whether renewal is required. Every effort will be made to contact the customer via mail, phone and email until the date of de-tagging occurs.

5. Price & Payment Terms

All invoices are due for payment on the date of invoice by return, unless otherwise specified.

Domain Name Registration services must be paid within 7 days of the invoice date.

Account customers are required to pay 30 days from date of invoice. Non-payment will result in any services provided being suspended until the account is paid.

For larger projects (as defined at time of order) an initial payment of 25% of the total order, is required before work can commence. Further interim payments will be required at set dates (as defined at time of order) during the development period, amounting to 50% of the total order price. A final payment of 25% of the total order, will be payable 30 days from the date of completion of the project.

Projects that are estimated to take longer than 4 weeks, are subject to an interim invoice, for the balance of work completed to date, at monthly intervals.

Payments can only be made by cheque. Written quotations are only valid during the period that they state. If not stated, the period is 90 days.

6. Cancellation & Standards

Kate Watkiss reserves the right to cancel an account at any time, without prior notice.

We may terminate this Agreement with written notice if you:

6.1 Fail to pay on time and within 14 days of written notice. Any work completed will continue to be the property of Kate Watkiss until final payment is received, unless agreed in writing by a Director of Kate Watkiss.

6.2 Commit a material or persistent breach of this Agreement and fail to remedy this within 30 days of written notice.

6.3 Become insolvent or are unable to pay debts as they fall due.

Extensions to work schedules by Kate Watkiss must be stated in writing to the client as soon as the delay is anticipated. The client has 14 days after the statement has been issued to complain otherwise their acceptance is assumed.

In the event of dissatisfaction with the standard of work or delays in the pre-agreed schedule the client will have the right to cancel the work. A client is entitled to cancel their order within 7 days and will receive their deposit by return. Kate Watkiss will not commence work until we are in receipt of the deposit.

After the initial period should a client wish to cancel they will become liable for the outstanding amount/balance to date dependant on how much work has been completed. Kate Watkiss will calculate the balance due based on work completed.

Complaints about work standards should be addressed in writing to Kate Watkiss, Technium CAST, Ffordd Penlan, Parc Menai, Bangor, Gwynedd LL57 4HG. Any other complaints, such as verbal or assumed, will not be considered as valid unless supported by written documentation received by Kate Watkiss. If an apology is appropriate Kate Watkiss will make this in writing to the client.

7. Exclusion of Liability

You agree that Kate Watkiss or her associates, agents, licensors or contractors excludes all liability for damages arising out of or in connection with our web site or from any unauthorised access or alteration to the website (by a third party) or our services. This includes, without limitation, direct loss, loss of business, revenue, anticipated savings or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised Kate Watkiss of the possibility of such potential loss) or any indirect, consequential and incidental damages.