

1. DEFINITIONS

The following terms and conditions document is a legal agreement between Windrush Group hereafter "Windrush Group" and "Client" for the purposes of website design or development.

2. ACCEPTANCE OF WORK

Quotations are valid for 28 days from date of issue. Any other services on the order which have not been included in the invoice do not form part of the contract. The Client agrees to check the details of the invoice are correct and should print and keep a copy for their records.

Windrush Group is liable to withdraw from contract at any time prior to acceptance.

Additional work requested by the Client which is not specified in the agreed quotation is subject to an additional quotation by the Windrush Group on receipt of specification. If the work is needed as part of an existing project then this may affect the effect timescale and overall delivery time of the project.

Client agrees to provide any needed information and content required by Windrush Group in good time to enable Windrush Group to complete a design or website work as part of an agreed project.

Any work is subject to a minimum charge.

3. PERMISSION AND COPYRIGHT

Copyright of the completed web designs, images, pages, code and source files created by Windrush Group for the project shall be with the Client upon final payment only by prior written agreement. Without agreement, ownership of designs and all code is with the Windrush Group.

These terms of use grant a non-exclusive limited license so that the Client can use the design on one website on one domain name only. The Client is not permitted to use a design for more than one website without prior written agreement between the Client and the Windrush Group.

Client agrees that resale or distribution of the completed files is forbidden.

Client agrees that Windrush Group may include development credits and links within any code Windrush Group designs, builds or amends.

Client agrees that Windrush Group reserves the right to include any work done for the Client in a portfolio of work.

4. MATERIAL

Windrush Group reserves the right to refuse to handle:

- Any media which is unlawful or inappropriate;
- Any media which contains a virus or hostile program;
- Any media which constitutes harassment, racism, violence, obscenity, harmful intent or spamming
- Any media which constitutes a criminal offence, infringes privacy or copyright

5. DOMAIN NAMES AND HOSTING

The Windrush Group can at its own discretion, but is not obliged to, offer domain name registration and hosting via a third party service.

The Client agrees that registration of a domain name does not provide endorsement of the right to use the name. The Client is responsible for ensuring they have due title to the domain name.

The domain name is registered in the Client's own name, address and contact details. The Client should be aware that a domain name is registered with a third party and as such the Client shall agree to fully abide by the terms and conditions set out by the third party for such services.

The Client is liable to pay Windrush Group for any domain name registrations and the initial set up of the hosting if included as part of the website build.

Any support relating to the domain name, hosting and email services are to be made between the Client and the third party service.

Any other domain name and hosting services or costs not included by Windrush Group, including, but not limited to, further domain name registration fees, domain name transfer charges, yearly domain name renewals, hosting charges, yearly hosting renewals, hosting upgrade, extra disk space, bandwidth and any other related or hidden charges are to be paid by the Client to the third party services.

The Client agrees that if at any time their contact details including email address change, it is their responsibility to contact the third party and update their contact details.

Payment for domain and hosting services are to

be made immediately on receipt of invoice from the third party service. Failure to comply with the payment terms may result in the Clients domain name becoming available to another party and/or the website and email services becoming unavailable.

Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account which the Windrush Group requires to upload the website if required as part of a project.

Windrush Group reserves the right without notice to cancel, reject or refuse work with domain names or hosting services without reason for such rejection or refusal.

Client agrees to be liable for their use of the domain name, hosting and email services with the third party.

6. PROJECTS

Client agrees that a HTML page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of HTML code by internet browser software. Windrush Group agrees to try and match the design as closely as is possible when building the code.

If the Client requests design or content alterations to pages that have already been completed, new pages or different functionality other than that specified in the original quotation, Windrush Group reserves the right to quote separately for these alterations.

If optimised pages are included as part of the project, Windrush Group will optimise the Client's web pages which already make up part of the project, optimised pages is not creation of new pages. The optimisation of the web pages can include the meta tags, keywords, description, title, alt tags and text **provided by the Client**.

If the Client does not provide keywords information needed by Windrush Group, then Windrush Group will include it to its best judgement.

Windrush Group endeavours to create pages that can be crawled by search engine spiders. However, Windrush Group gives no guarantee that the site will become listed with search engines. This is often achieved through various methods such as page layout, content and cross linking with other websites. The Client may wish to enquire about specialist web marketing.

Once the project is completed, Windrush Group will upload the website to the Client's live web address if included as part of a project.

After site completion, a Client or a third party of their choosing may wish to edit their website code themselves to make updates. However, the Client agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the code themselves.

Windrush Group reserves the right to assign subcontractors in whole or as part of a project if needed.

Windrush Group will keep a copy of the site and design source files when a website project is being worked on. However, the Client agrees that it is their responsibility to have regular backups made by themselves or the third party hosting services in case of a software or hardware failure at the third party hosting servers.

7. ACCESSIBILITY & WEB STANDARDS

Windrush Group tests sites to ensure they comply with W3C CSS standards as they are at time of sale. Should updated W3C CSS guidelines be introduced after the site were sold to the Client, Windrush Group reserves the right to quote separately for any additional work needed.

Windrush Group tests sites to ensure they comply with W3C HTML standards as they are at time of sale. Should updated W3C HTML guidelines be introduced after the site were sold to the Client, Windrush Group reserves the right to quote separately for any additional work needed.

Windrush Group shall make every effort to ensure sites are designed to be viewed by the majority of visitors. Sites are designed to work with the main browsers Internet Explorer and Mozilla Firefox latest releases. New layouts are tested with older browsers to ensure as much compatibility as possible. Client agrees that Windrush Group cannot guarantee correct functionality with all browser software across different operating systems.

Clients agree that after handover of files any updated software versions of the main browsers Internet Explorer and Mozilla Firefox, domain name setup changes or hosting setup changes thereafter

may affect the functionality and display of their website. As such, Windrush Group reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software, domain name or hosting changes.

8. PAYMENT TERMS

Prices are subject to change without notice.

All prices are exempt of VAT.

All invoices must be paid in full within 30 days of the invoice date, except where agreed at Windrush Group's own discretion.

Windrush Group reserves the right to decline further work on a project if there are invoices outstanding with the Client.

Client may request that the Windrush Group cancel a project in writing by email or postal mail to Windrush Group and the project is cancelled only if Windrush Group confirms work has not been started on the project. If Windrush Group has begun or completed the work and the Client no longer requires the files but have agreed to the work, they are still obliged to pay Windrush Group for the work that has been carried out.

Windrush Group reserves the right to remove it's work for Client from the Internet if payments are not received.

9. LIABILITY AND WARRANTY DISCLAIMER

Windrush Group provides their website and the contents thereof on an "as is" basis and makes no warranties with regard to the site and it's contents, or fitness of services offered for a particular purpose. Windrush Group cannot guarantee the functionality or operations of their website or that it will be uninterrupted or error free, nor does it warrant that the contents are current, accurate or complete.

Windrush Group endeavours to provide a website within given delivery timescales to the best of it's ability. However, the Client agrees that Windrush Group is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery timescale.

The Client agrees Windrush Group is not liable for absence of service as a result of illness or holiday time. Windrush Group has a third party associate who may be able to take on work should there be the need to.

The Client agrees Windrush Group is not liable for any failure to carry out services for reasons beyond it's control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

Windrush Group is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

On handover of files from Windrush Group to Client, the Client shall assume entire responsibility in ensuring that all files are functioning correctly before use.

Whilst every effort is made to make sure files are error free, Windrush Group cannot guarantee that the display or functionality of the web design or the website will be uninterrupted or error free. If after handover of files errors are found in code the Windrush Group has created and the main browsers Internet Explorer and Mozilla Firefox, domain name setup and hosting setup are the same as when work began, then Windrush Group can correct these errors for the Client free of charge.

If after handover of files errors are found in code the Windrush Group has created and the main browsers Internet Explorer and Mozilla Firefox have released an updated software version, or the domain name setup or hosting setup has been changed, Windrush Group can correct errors for the Client free of charge and reserves the right to quote separately for any additional work needed as a result of changes to the browser software, domain name setup or hosting setup.

Should Client goes into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, Windrush Group reserves the right to cancel forthwith any projects and invoice Client for any work completed.

Windrush Group shall have no liability to the Client or any third parties for any damages, including but not

limited to, claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages or website, even if Windrush Group has been advised of the possibility of such damages.

There are sometimes laws and taxes which affect Internet ecommerce. Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend Windrush Group and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet ecommerce.

Windrush Group may from time to time recommend to the Client that updates are needed to their site to comply with, including but not limited to, new legislations, software releases and web standards. Windrush Group reserves the right to quote for any updates as separate work. Client agrees Windrush Group is not liable for any failure to inform or implement these updates to their site. Client agrees that it shall defend, indemnify, save and hold Windrush Group harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

10. INDEMNIFICATION

Client agrees to use all Windrush Group services and facilities at their own risk and agree to defend, indemnify, save and hold Windrush Group harmless from any and all demands, liabilities, costs, losses and claims including but not limited to attorney's fees against Windrush Group or it's associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties. Client agrees this indemnification extends to all aspects of the project, including but not limited to website content and choice of domain name.

Client also agrees to defend, indemnify and hold harmless Windrush Group against any liabilities arising out of injury to person or property caused by any service provided or agreed to be provided or any product or service sold by the Client or third parties, including but not limited to, infringement of copyright, infringement of proprietary rights, misinformation, delivery of defective products or services which is harmful to any person, business, company or organisation.

11. NONDISCLOSURE

Windrush Group and any third party associates agrees that, except if directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential information. Likewise, the Client agrees that it will not convey any confidential information about Windrush Group to another party.

12. PRIVACY POLICY

Windrush Group and any third party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998 and also for the following purposes 1) to identify the Client in communications with them 2) to contact the Client from time to time to offer them services or products which may be of interest to or benefit the Client.

13. INTERPRETATION

Windrush Group reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client in breach of these terms and conditions. Windrush Group shall be the sole arbiter in deciding what constitutes a breach. No refunds are given in such a situation.

This agreement shall be governed by the laws of England and Wales which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.

Where one or more terms of this 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 as law.

Any and all matters pursuant to this agreement are governed by English Law and are under exclusive jurisdiction of the English Courts.

Windrush Group reserves the right to alter these Terms and Conditions at any time without prior notice, the latest terms and conditions can be found at the Windrush Groups website.

By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions.