# Terms & Conditions

**Date of last update:** 03/01/2013

## 1. Definitions

The following terms and conditions document is a legal agreement between Curly Web Ltd and the 'Client' (the party to whom the products or services are supplied) for the purposes of Curly Web Ltd's services. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

When referring to 'code' this can be any aspect of web development or technologies including but not limited to: HTML, CSS, C#, JavaScript, .NET, PHP, Ruby, XML, XSLT, Flash, ActionScript,.

These 'Terms and Conditions' are standard to all of Curly Web's clients. However accompanying each Work Package will be a Contract document that can supersede the Terms and Conditions stated here.

## 2. Acceptance of Work

Quotations are valid for 14 days from the date of issue. When the Client places an order to purchase a website, website updates or other service from Curly Web Ltd, the order represents an offer to Curly Web Ltd to purchase Curly Web Ltd's services which is accepted by Curly Web Ltd only when either a confirmation email is sent to the Client or a contract is signed by both parties. No contract for the supply of services exists between Client and Curly Web Ltd until either these are completed.

Any other services on the order which have not been included in the confirmation or contract do not form part of the contract.

The Client agrees to check the details of the confirmation are correct and should print and keep a copy for their records. Curly Web Ltd reserves the right to withdraw from the contract at any time prior to acceptance.

In cases where a maintenance or retainer contract are in place, any work requested by email, in person or added to a product backlog will be accepted either by an email response or by moving the backlog item into an accepted or in progress column.

## 3. Copyright & Permissions

All pages, images, text and code on Curly Web Ltd website at http://www.curlyweb.co.uk is copyrighted material. Any visitors to the Curly Web Ltd website may not use any of the pages, images, designs, content or code on the website for any purpose without prior

written permission from Curly Web Ltd.

Copyright of the completed pages, images, designs, content or code created by Curly Web Ltd for the project shall be with the Client upon final payment or by prior written agreement between the Client and Curly Web Ltd. Without final payment or written agreement, ownership of pages, images, designs, content or code is with Curly Web Ltd.

These Terms and Conditions 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 Curly Web Ltd.

Client agrees that resale or distribution of the completed files in full or in part is forbidden unless prior written agreement is made between the Client and the Curly Web Ltd.

Client hereby agrees that all media and content made available to Curly Web Ltd for use in the project are either owned by the Client or used with full permission of the original authors. The Client agrees to hold harmless, protect and defend Curly Web Ltd from any claim or suit that may arise as a result of using the supplied media and content.

Client agrees that Curly Web Ltd may include development credits and links within any code Curly Web Ltd designs, builds or amends.

Client agrees that Curly Web Ltd reserves the right to include any work done for the Client in a portfolio of work.

## 4. Intellectual Property

Curly Web Ltd own the intellectual property rights associated with deliverables, save where otherwise stated. Except as specifically stated in these Terms and Conditions or the Contract supplied to the client, the client agrees that it will not itself, or through a third party do any of the following without prior written permission from a Director of Curly Web Ltd:

- Translate, adapt, vary, modify, reverse engineer, decompile or disassemble any Deliverable or otherwise attempt to derive source code from the Deliverables.
- Sell, lease, license, transfer or sub-licence the Deliverables or associated documentation; or
- Write or develop any derivative or other software programs based, in whole or in part upon the Deliverables or any Confidential Information belonging to Curly Web.
- Reproduce, modify or in any way domestically or commercially exploit any of the

content.
- Redistribute any of the content (including by using it as part of any library, archive or similar service).
- Remove the copyright or trademark notice(s) from any copies of content made in accordance with these terms.
- Create a database in electronic or structured manual form by systematically downloading and storing all and any of the content.

Requests to republish, redistribute or link to content should be addressed to Curly Web Ltd at us@curlyweb.co.uk. In the case of reverse analysis where permitted by applicable law the Client may, subject to serving prior written notice upon Curly Web:

- Incidentally decompile any Deliverable (excluding all Third Party Software unless permitted by such Third Party Agreement) only if it is essential to do so in order to achieve interoperability of the Deliverable with another software program or hardware for the permitted purpose of the Site.
- Make backup copies of the Software in a Deliverable if necessary for the Permitted Purpose;

## 5. Material

Curly Web Ltd 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
- Any other questionable media at Developers / Designers own discretion

## 6. Domain Names & Hosting

Client agrees to take all legal responsibility for use of third party domain name, hosting and email services and hereby agrees to indemnify and hold harmless Curly Web Ltd from any claim resulting from the Client's publication of material and use of the domain name, hosting and email services. Any support or payment due relating to the domain name, hosting and email services are to be made between the Client and the third party service.

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

Curly Web Ltd reserves the right without notice to refuse work with domain names or hosting and email services without reason for such rejection or refusal.

## 7. Projects

All alterations for website projects are to be requested in writing by email by the Client. After the specified allowed hours of alterations have been completed, Curly Web Ltd reserves the right to advise the Client as such and send a separate quotation to the Client and to request payment for any further alterations. Curly Web Ltd reserves the right to request payment be received for further alterations before continuing work.

Upon completion of an agreed design the Client is asked to confirm in writing by email that the design is signed off as complete and agree that any further design alterations are chargeable. Client agrees to provide any necessary information and content required by Curly Web Ltd in good time to enable Curly Web Ltd to complete design or website work as part of an agreed project.

Client agrees that a web page built from a graphic design may not exactly match the original design due to the difference between the display in design software and the rendering of code by internet browser software. Curly Web Ltd agrees to try and match the design as closely as is possible when creating code based on an agreed internet browser software matrix suitable for the Client's needs. This internet browser software matrix will be agreed on by email before the start of the work.

Curly Web Ltd endeavours to create web pages that are search engine friendly, however, Curly Web Ltd gives no guarantee that the site will become listed with search engines or of certain search results. In no event shall Curly Web Ltd be held liable for any changes in search engine rankings as a result of using Curly Web Ltd code.

If an error or issue with the design or code arises during the project which does not allow the design or code to match the original specification, the Client agrees that Curly Web Ltd can apply a nearest available alternative solution.

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. If Client or a third party of their choosing edits the website code and this results in functionality errors, or the page displaying incorrectly, then Curly Web Ltd reserves the right to quote for work to repair the

website.

Curly Web Ltd reserves the right to assign subcontractors in whole or as part of a project if needed.

Client agrees that it is their responsibility to have regular backups of their website and software made by themselves or third party services in case of a software or hardware failure.

All communications between Curly Web Ltd and Client shall be by telephone, email, voip or postal mail, except where agreed at Curly Web Ltd's discretion.

## 8. Payment Terms

VAT will be added to invoices at the prevailing rate.

For all projects 20% is payable upfront. For projects where the anticipated cost is over £5,000, 50% is payable upfront. Curly Web Ltd will carry out work only where an invoice has been paid by the Client for the work, unless otherwise agreed at the discretion of Curly Web Ltd.

An invoice will be issued on completion of the project for the outstanding balance and all invoices must be paid in full within 20 days of the invoice date.

Curly Web Ltd will carry out further work only where an invoice has been paid by the Client for the work, unless otherwise agreed at the discretion of Curly Web Ltd. Additional work requested by the Client which is not specified in the agreed quotation is subject to a separate quotation and Curly Web Ltd reserves the right whether to quote or accept additional work. If additional work is accepted by Curly Web Ltd this may affect timescales and overall delivery time of the project.

Once an invoice is sent to the Client it must either be paid by bank transfer or a cheque made payable to **Curly Web Ltd** and sent with proof of posting to Curly Web Ltd's main postal address.

Curly Web Ltd reserves the right to decline further work on a project if there are invoices outstanding with the Client.

Client may request that Curly Web Ltd cancel a project in writing by email or postal mail to Curly Web Ltd and the project is cancelled only if Curly Web Ltd confirms work has not been started on the project. If Curly Web Ltd has begun or completed any work and the Client no

longer requires the files but have agreed to the work, they are still obliged to pay Curly Web Ltd for the work that has been carried out.

All invoices are submitted by email except where required otherwise by regulations or agreed at Curly Web Ltd’s discretion.

Curly Web Ltd reserves the right to remove its work for Client from the Internet if payments are not received.

Default interest rate of 8% above Bank of England base rate per annum may be charged on all amounts due over these payment terms. This is in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

## 9. Liability & Warranty Disclaimer

Curly Web Ltd 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. Curly Web Ltd 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.

The Client agrees Curly Web Ltd is not liable for any bugs, performance issues or failure of the software.

Curly Web Ltd endeavours to provide a website within given delivery timescales to the best of it's ability. However, the Client agrees that Curly Web Ltd 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 Curly Web Ltd is not liable for absence of service as a result of illness or holiday.

The Client agrees Curly Web Ltd is not liable for any failure to carry out services for reasons beyond its 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.

Curly Web Ltd 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 Curly Web Ltd 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, Curly Web Ltd cannot guarantee that the display or functionality of the web design or the website will be uninterrupted or error free.

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

Curly Web Ltd 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 Curly Web Ltd 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 Curly Web Ltd and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet ecommerce.

Curly Web Ltd 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. Curly Web Ltd reserves the right to quote for any updates as separate work. Client agrees Curly Web Ltd 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 Curly Web Ltd 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 Curly Web Ltd services and facilities at their own risk and agree to defend, indemnify, save and hold Curly Web Ltd harmless from any and all demands, liabilities, costs, losses and claims including but not limited to solicitor's fees against Curly Web Ltd or its 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 Curly Web Ltd 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

Curly Web Ltd 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 Curly Web Ltd to another party.

## 12. Privacy Policy

Curly Web Ltd 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

Curly Web Ltd 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. Curly Web Ltd 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 at law.

Any and all matters pursuant to this agreement are governed by English Law and are under

exclusive jurisdiction of the English Courts.

Curly Web Ltd reserves the right to alter these Terms and Conditions at any time without prior notice, the latest Terms & Conditions can be found at Curly Web's website at http://www.curlyweb.co.uk/terms-and-conditions with a date of last update.

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 bound by these Terms and Conditions.