

Terms & Conditions

Last Updated: 1/8/2012

All services provided by Connected Worlds are subject to the following terms and conditions. Please ensure that you read and understand our terms and conditions before entering into an agreement with us.

INDEX OF CONTENTS

- 1 [Definitions](#)
- 2 [Acceptance of work](#)
- 3 [Fees](#)
- 4 [Permission and Copyright](#)
- 5 [Material](#)
- 6 [Domain Names and Hosting](#)
- 7 [Projects](#)
- 8 [Web browsers](#)
- 9 [Search Engine Submissions](#)
- 10 [Payment terms](#)
- 11 [Liability and Warranty disclaimer](#)
- 12 [Indemnification](#)
- 13 [Nondisclosure](#)
- 14 [Enforcement](#)

1 DEFINITIONS

The following terms and conditions document is a legal agreement between “Connected Worlds” and the “Client” for the purposes of website design projects and all other services provided by Connected Worlds. Section 6 will only apply for Clients using our *Domain Registration* and *Hosting* services. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

2 ACCEPTANCE OF NEW PROJECTS AND COMMISSIONED WORK

2.1 Project Proposals are valid for 30 days from date of issue.

2.2 Connected Worlds reserves the right to withdraw from the contract at any time prior to acceptance.

2.3 The Client warrants that they are at least 18 years of age and that they possess the legal right and ability to enter into this Agreement.

3 FEES

3.1 Any work is subject to a minimum charge of £15.

3.2 Charges for services to be provided by Connected Worlds are defined in the project proposal document. Connected Worlds reserves the right to alter the proposal after expiry of the 30 days.

3.3 Unless agreed otherwise with the Client, all website design services require an advance deposit payment (non-refundable) as detailed within the proposal document before the project is allocated a start date and scheduled time. The remainder of the project fee will be due upon completion of the work prior to the website launch or release of materials. Charges for web design work do not cover the release of source PSD or other files associated with the project; if the Client requires these files on CD / DVD, they will be subject to a separate fee.

4 PERMISSION AND COPYRIGHT

4.1 All pages, images, text and code on the Connected Worlds website (www.connectedworlds.co.uk) are copyrighted material.

4.2 Clients and visitors to the Connected Worlds website may not use any of the pages, images, text or code on the website for use on Client's or visitor's own website or to create a website or templates without prior written permission from Connected Worlds.

4.3 Copyright of the completed web designs, images, pages, code and source files created by Connected Worlds for the project shall remain with Connected Worlds, rights are granted to the addressee only to alter and edit the code, however no rights are granted to resell or copy any code without written permission.

4.4 The Client hereby agrees that all media and content made available to Connected Worlds for use in the project are either owned by the Client or used with full permission of the original authors, for example all graphics and photographs used.

4.5 Unless otherwise agreed, the Client agrees that Connected Worlds may include development credits and links within any code Connected Worlds designs, builds or amends.

4.6 Unless otherwise agreed, the Client agrees that Connected Worlds reserves the right to include any work carried out for the Client in a portfolio of work and retains the right to use the website for any promotional purposes.

5 MATERIAL

Connected Worlds reserves the right to refuse to handle:

- Any media which is unlawful or deemed to be inappropriate
 - Any media which contains a virus or hostile program
 - Any media which constitutes harassment, racism, prejudice, violence, obscenity, harmful intent or Spamming.
- Any media which constitutes a criminal offence, or infringes privacy or copyright

6 DOMAIN NAMES AND HOSTING

6.1 Connected Worlds offers, but is not obliged to offer, domain name registration and hosting.

6.2 Until we receive confirmation of registration we cannot guarantee that the domain name requested will be available for registration.

6.3 The domain name is registered in the Client's own name. The Client should be aware that a domain name is registered with a Domain Registrar and as such the Client shall agree to fully abide by the terms and conditions set out by the Domain Registrar for such services.

6.4 The Client agrees that information submitted for registration of domain names is then available to the general public. However, Clients that are using their website for non-trading purposes may ask for their contact information not to be included (excluding Top Level Domains).

6.5 The Client agrees that if at any time their contact details including email address change, it is their responsibility to inform Connected Worlds and update their contact details.

6.6 The Client agrees to pay the initial domain registration fee as soon as agreement has been made and thereafter to pay on-going registration fees, as required. Failure to comply with the payment terms may result in the Client's domain name becoming available to another party and/or the website and email services becoming unavailable.

6.7 Connected Worlds will automatically renew the domain name at the end of the registration period. This renewal process will continue indefinitely until such time that the Client decides they no longer require the domain or they wish to transfer the domain to another host.

6.8 The Client agrees to a minimum hosting contract terms of 6 months, this starts from the domain is pointed at the hosting servers IP address, or in the case of sites created by Connected Worlds, the day the site is moved off a test sub-domain.

6.9 The Client may cancel their web hosting contract, or transfer to a different hosting supplier at any time, provided their account is fully-paid up to the end of the hosting contract. Partial refunds are not available. The Client should provide sufficient written notice of their wish to cancel the hosting contract. In addition, if the Client wishes to transfer their domain from Connected Worlds an administration fee may be required.

6.10 Clients will be invoiced for domain name registration and hosting renewals in advance. It should be noted that domain name registrations are usually renewed with the Domain Registrar up to 6 weeks in advance. Hence, *Connected Worlds requires a minimum of 2 months notice, if a domain name registration is not to be renewed.*

The Client is permitted to be responsible for their own domain name registration if arranged and maintained through a third party supplier. Connected Worlds does not recommend this arrangement. Under such circumstances, Connected Worlds is not responsible if the client overlooks to renew the registration of their domain name. Connected Worlds does not issue domain registration renewals to clients who maintain their own registration. The responsibility remains entirely with the Client. If the Client has already registered a domain name with another supplier, the Client is recommended to transfer this responsibility to Connected Worlds and to assist with the transfer.

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

6.12 Using an email address hosted by Connected Worlds for spamming or any type of unsolicited commercial or non-commercial email is strictly prohibited and your account may be suspended if you are found to be doing so.

6.13 The Client agrees to keep secure any identification, log in, password and other confidential information relating to their account, if they have been supplied with such information. The Client is personally responsible for the use of their account and the secrecy of their password. The Client must also inform Connected Worlds immediately if someone steals their password or if they find someone else is using their ID. The Client agrees to co-operate with Connected Worlds and the police concerning any legal action taken arising from the misuse of the Customer's account by anyone else.

7 PROJECTS

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

7.2 It is important that the Client communicates their ideas to Connected Worlds clearly, concisely, and in a timely manner.

7.3 It is important that the Client ensures that they devote some of their time to the project to produce initial information, review progress, and thus ensure that the project proceeds unimpeded. In the event that Connected Worlds is prevented from progressing with the creation of the website due to waiting on

responses from the Client, we reserve the right to impose an additional charge as appropriate.

7.4 During the project timeline, Connected Worlds will require the Client to provide website content i.e. text, images and where applicable movies and sound files. Text content should be proof-read and error-checked by the client.

7.5 Where content is required from the Client, this requires to be provided to Connected Worlds prior to the start date of the project (or as indicated in the proposal). Failure to provide required information by the start date of the project may result in *significant* delay as the project may need to be allocated a new start date. The new start date will be allocated according to current availability. *Other scheduled projects take precedence.* If content is not provided within six (6) weeks of an official request by email then Connected Worlds reserves the right to advise the Client of a revision to the final payment fee based on new or revised pricing schedules that may be introduced from time to time. If content is not provided within eight (8) weeks from the original email request then the Client is considered to be in default of the commission, the project may be terminated and the Client sent the final invoice for immediate payment. Connected Worlds will agree, at their discretion, to recommence the commission after agreement is reached on a new proposal and once the original fees have been paid.

7.6 Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format and that all photographs and other graphics will also be provided electronically in *.gif, .jpg, .tif or .png* format. This should be submitted by CD (i.e. if sending many large image files) or by email.

7.7 Although every reasonable attempt shall be made by Connected Worlds to return to the Client any images or material provided in hard format for use in creation of the Client's website, such return cannot be guaranteed.

7.8 All alterations for website projects are to be requested by the Client via email. After the specified alterations have been completed, Connected Worlds reserves the right to advise the Client as such and if further amendments are required, Connected Worlds will send a new quotation to the Client for such work. Connected Worlds reserves the right to request payment be received for further alterations before continuing work.

7.9 Connected Worlds will provide the Client with opportunities to review the appearance and content of the website during the design phase and once the overall website development is completed.

7.10 The Client agrees that an XHTML 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 XHTML code by internet browser software. Connected Worlds agrees to match the design as closely as is possible when building the code.

7.11 Upon completion of an agreed design the Client is asked to confirm (usually verbally) that the draft design is signed off as complete and agree that any further design alterations are chargeable.

7.12 After project 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 the Client or a third party of their choosing edits the website code and this results in functionality errors or the page displaying incorrectly, then Connected Worlds reserves the right to charge for work to repair or update the website.

7.13 Connected Worlds reserves the right to assign subcontractors in whole or as part of a project if needed.

7.14 All communications between Connected Worlds and Client shall normally be by telephone (via the office landline, 01603 819133) or by email.

Mobile communications outside of normal office hours are not permitted except in times of urgency or when separately arranged.

8 WEB BROWSERS

8.1 Connected Worlds makes every effort to ensure websites are designed to be viewable by the majority of visitors. Websites are designed to work with the main browsers Internet Explorer, Google Chrome and Mozilla Firefox (latest releases). New layouts are tested with older browsers to ensure as much compatibility as possible. The Client agrees that Connected Worlds cannot guarantee correct functionality with all browser software across different operating systems.

8.2 Clients agree that after launch any updated software versions of the main browsers thereafter may affect the functionality and display of their website. This may also be caused by an obligatory update of backend technology (e.g. *WordPress* or *Zen Cart*). As such, Connected Worlds reserves the right to quote for any work involved in changing the website design or website code for it to function correctly with updated technology.

9 SEARCH ENGINE SUBMISSIONS

9.1 Following the publication of the website Connected Worlds will submit the website to a number of search engines including *Google*. However it can take many weeks for a website to appear in the search results – this is normal.

Connected Worlds endeavours to create pages that are search engine friendly. However, Connected Worlds gives no guarantee that the Client will receive top level rankings for their website, although we will use our knowledge and experience to gain the best results possible.

9.2 If the Client is interested in further promoting their business and website, Connected Worlds can offer further SEO (*Search Engine Optimisation*) services for an additional fee.

10 PAYMENT TERMS

10.1 Current fees are available on request.

10.2 All prices are exempt of VAT.

10.3 Invoices will be provided by Connected Worlds either in advance or after completion of work. Invoices are normally issued via email; however, the Client may choose to receive postal invoices if preferred. **By default, all invoices must be paid in full within 14 days of the invoice date. For certain services payment may be required immediately (by return).** Due attention should be paid to the payment terms specified on each invoice *Travel costs will be itemised where applicable.*

10.4 Payment for services is accepted by cheque (made payable to *Connected Worlds*) or direct bank transfer (see bank details provided with all invoices). If a cheque is returned by the bank as unpaid for any reason, the client will be liable for any costs charged by the bank as a result.

10.5 Accounts that remain unpaid thirty (30) days after the date of the invoice will attract a service charge, normally 1.5% of the total amount due, per day.

10.6 Connected Worlds reserves the right to decline further work on a project if there are invoices outstanding with the Client.

10.7 Connected Worlds reserves the right to remove their work for the Client from the Internet if payments are not received.

10.8 For any new design or development projects, Connected Worlds requires a deposit payment to be received in advance of the work being allocated a start date and scheduled time. Deposit payments are nonrefundable.

10.9 If the Client wishes to spread the cost of the website, Connected Worlds may at their discretion offer instalment terms. These should be agreed prior to the commencement of the work.

10.10 For design and development projects, once the final payment has been received and the work completed, the website will be published and made publicly available.

10.11 The Client may request that Connected Worlds cancels a project (by email) to Connected Worlds. The project is cancelled only if Connected Worlds confirms work has not been started on the project. If Connected Worlds has begun or completed the work and the Client no longer requires the files but has agreed to the work, the Client remains obliged to pay Connected Worlds for the work that has been carried out.

11 LIABILITY AND WARRANTY DISCLAIMER

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

11.2 The Client agrees Connected Worlds is not liable for absence of service as a result of illness or holiday.

11.3 The Client agrees Connected Worlds 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.

11.4 Connected Worlds 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.

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

11.6 Connected Worlds reserves the right to carry out normal system housekeeping such as creating backups but DOES NOT accept responsibility for ensuring said backups work - the Customer's data security is their own responsibility.

11.7 Connected Worlds 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 Connected Worlds has been advised of the possibility of such damages.

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

11.9 Connected Worlds 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. Connected Worlds reserves the right to quote for any updates as separate work. The Client agrees Connected Worlds is not liable for any failure to inform or implement these updates to their site. The Client agrees that they shall defend, indemnify, save and hold Connected Worlds harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

12 INDEMNIFICATION

12.1 The Client agrees to use all Connected Worlds services and facilities at their own risk and agree to defend, indemnify, save and hold Connected Worlds harmless from any and all demands, liabilities, costs, losses and claims. This includes (but is not limited to) attorney's fees against Connected Worlds 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. The Client agrees this indemnification extends to all aspects of the project, including but not limited to website content and choice of domain name.

12.2 The Client also agrees to defend, indemnify and hold harmless Connected Worlds 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. This includes (but is 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.

13 NONDISCLOSURE

13.1 Connected Worlds and any third party associates agree 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 they will not convey any confidential information about Connected Worlds to another party.

14 ENFORCEMENT

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

14.2 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.

14.3 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.

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

14.5 Connected Worlds reserves the right to alter these Terms and Conditions at any time without prior notice.

These terms and conditions are available online for viewing, download and printing at <http://www.Connected Worlds/terms.pdf> (*Adobe Reader* software required).

14.6 By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges that they have read, understood, and accepted the Terms and Conditions of this Agreement, and agree to be legally bound by these Terms and Conditions.