



The Web
Building
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The Web Building Company Terms and Conditions

At the Web Building Company, we believe in our product, and we are confident that with the development process and personnel in place, you will be happy with the website we produce for you. This is why we ask for no deposit, and won't invoice you unless you are happy with the website. There is absolutely no commitment to purchase until the website is finished to your satisfaction.

Below are our Terms and Conditions. We've tried to make these as clear as possible, but if you have any questions, don't hesitate to drop us an [email](#) or give us a call (0845 5440405)

1. Definitions

- Client: The Client is the individual or organisation engaging the services of The Web Building Company
- Vendor: The Web Building Company is the Vendor. They are responsible for the providing the products and service as outlined in this document.
- Contract: The contract is between the Client and the Vendor
- Product: The website designed and built by the Vendor for the Client is referred to as the Product.
- Service: Hosting of the website, lease of the domain name, provision of an email service and updating of the site content (in line with the package purchased) is collectively described as the Service

2. The Product

The product consists of the following:

- A website design created to the Client's specification and signed-off by the Client.
- Webpages, where the number of pages is determined by the amount and subject of content provided by the Client.

- Website content, where that content has been provided by the Client.
- Links between the webpages, such that site visitors are able to navigate the site

3. *The Service*

All products provided by the Vendor, are supplied with varying levels of service. The Client may opt to not take up the service as part of purchasing the product. The Client may not purchase the service without that product.

All product packages include the following service:

- Hosting of the website.
- Lease of the domain name
- Provision of an email service
- Updating of the site content, subject to limitations of the package purchased
- Submission of the website to the top search engines

A complete list of services can be found on the [Vendor's website](#)

General

If the Client opts not to host their website with the Vendor, the Vendor will not be able to provide an email service.

If the Client decides not to host their website with the Vendor, the Client should be aware that updates to the website may be subject to a surcharge. If this is the case, the surcharge will be agreed before the Client is invoiced for the website. This does not affect the Clients right to not purchase the website.

Hosting

By 'Hosting' we mean putting the Clients website on servers, such that they can be found by people using the World Wide Web. The duration of this service is for 1 year, and is included in the price of your website. Before the year has elapsed, the client may purchase another years hosting, or may find a third party hosting provider.

The Vendor outsources its server requirements to a third party. The third party hosts have been carefully chosen for their excellent reliability, but servers do require maintenance. Despite this, their servers have been up and working for an average of 99.96% of the time.

Domain Names

The domain name is the address typed into the browser when someone is navigating to a website. The vendor will pay for the leasing of a '.co.uk' domain name for the vendor for the period of two years (it is not possible to purchase a domain name out-right).

The domain name will be leased in the clients name, and details of the lease will be provided by the Vendor to the Client. This gives the Client the peace of mind of knowing that they own the lease rather than the Vendor, and that the Client has the control to move their website should they wish to.

Whilst the Client continues to use the Vendor to provide web hosting, the Vendor will renew the domain name's lease with no extra charge, providing the email contact for the domain name remains as the Vendor. If the client ceases to use the Vendor's hosting service, the Client will become responsible for renewing the domain name.

Email

As part of the service, the Vendor will provide an email service, and create the email accounts that the client requires. Unless otherwise agreed, there will be a limit of ten email accounts, each with a maximum size of 50Mb (enough for at least 2000 text emails).

The vendor will provide usernames and passwords for each of the email accounts, as well as information on how to access and use the webmail system.

Website Updates

Each product comes with a number of updates, to be redeemed within the first year. If the client chooses to renew their sites hosting with the Vendor after the first year, they can choose an update package to satisfy their businesses requirements.

Updates to the site are for the purpose of updating the content on their site. They are not for purpose of adding new pages, or redesigning the website.

Updates carried out by the Vendor shall be checked within one week of completion. If the Client doesn't contact the Vendor, it is taken that the updates are correct.

Search Engines

We will submit your site to all the top search engines, ensuring that your site can be found when, for example, somebody searches for your business on Google. Whilst we cannot guarantee a certain placing in the search engine rankings, we will use our knowledge and expertise to ensure that they are as high as possible. Everytime that you make use of your website updates, we will check the rankings and make changes should there be any problems.

It should be noted that it can take around two months before your website is seen in the search engine results – this is normal.

4. Websites

The websites produced by the Vendor are designed to work with, and are tested on all A-Grade browsers, as [defined by the Yahoo development team](#). Whilst the percentage usage of each browser varies month on month, generally the list represents greater than 99% of users.

The Vendor is not responsible for any loss of earnings incurred due to the website being down.

5. Billing

The Vendor will send the Client an invoice via email once the work is complete. Completion of the work is deemed to be when the Vendor has completed the website to the satisfaction of the Client. If the Vendor is unable to produce a website to the Client's satisfaction, the Client will not be invoiced.

The Client will be able to view a fully working version of the website hosted at a sub-domain of the Vendor's website. This is so the Client can see the final website, and check it works to their satisfaction. Once the Client is happy and payment has been received, the website will be published at the Clients domain address.

Outstanding invoices shall be paid within 28 days.

6. Copyright

The Vendor holds the copyright of any material used in the final website including images, layout, content, source code until payment of the invoice has been received.

The copyright of any alternative designs produced as part of the design process, but not chosen for the final website, shall remain with the Vendor.

Any images provided by Vendor are licensed for use on the Client's website only. As such, they cannot be used by the Client for other purposes such as leaflets, other websites or general marketing material. This is because the Vendor purchases stock photos from a third party supplier, and this is the copyright restriction that they place. Should the Client want to use an image for any other purpose, they should contact the Vendor, who can arrange an extended copyright agreement, subject to costs.

Where the Client provides any type of content for the website, such as (but not limited to) text, images, animations or layouts, they are legally responsible for ensuring that the material doesn't infringe any copyright.