

All work carried out by Budd Systems Limited is deemed to be carried out under the following terms and conditions. These apply to the exclusion of all other terms and conditions unless stated otherwise in any covering correspondence.

These terms and conditions do not affect your statutory rights. It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a client allows work to proceed and makes the initial payment, then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

## Definitions

In these terms “we/us/our” means Budd Systems Ltd., hereafter known as Budd Systems, Company registration number: 08574211, registered office: 6 Lewis Close, Lichfield, Staffordshire. WS14 9UE.

“You” means the Client.

The “Contract” means the agreement between you and us based on this and supporting documentation.

The “Website and “Software” means services to be provided under this Contract.

## 1. Variation

- **1.1** These terms will remain valid for acceptance for 28 days from the date of issue.
- **1.2** After acceptance Budd Systems Ltd reserves the right to amend these terms on each anniversary of the agreement subject to giving you 28 days’ notice.
- **1.3** If you have any uncertainties about these conditions as they might apply to you or your project, it is your responsibility to clarify the situation by contacting us before the project gets under way.

## 2. Content

- **2.1** It is your responsibility to provide us with the required information about your business. Budd Systems Ltd takes no responsibility for errors in content supplied by you for the web site. Any changes thus occasioned may be chargeable.
- **2.2** Unless specified otherwise, it is your responsibility to provide all necessary text and graphic materials that make up the content of the site. No refund will be made if you fail to provide sufficient content to complete the web site.
- **2.3** All material must be supplied in a suitable digital format unless agreed otherwise beforehand. Failure to supply material in digital format may result in extra charges being made for processing content for use on your web site. Where the content which is provided is in a form where a sizeable amount of copywriting is required, a further charge may be made.
- **2.4** You grant Budd Systems Ltd permission to utilize logos and any other company identity for the purposes of creating the website.
- **2.5** You agree to indemnify Budd Systems Ltd from all claims arising from your negligence or inability to obtain proper copyright permissions for all content supplied.
- **2.6** We take a pride in our work, and we usually place a discreet design credit with a link to the Budd Systems Ltd website on the finished product. We also usually place a link to your site on our portfolio page. You may opt out of either or both and we reserve the right to do the same. If any changes you ask us to make in this regard are requested after the final sign-off of the work, we may make a charge.
- **2.7** You should provide Budd Systems Ltd with copies of your terms and conditions, company details and any privacy statement that you wish to be incorporated into the design.
- **2.8** In the event that a website is unable to be completed by Budd Systems Ltd because of lack of text and/or pictures, then text will be added using “lorum ipsum” filler text and pictures using appropriate library pictures. At this point the website will be considered completed and

invoiced accordingly under our standard payment terms. Final text and pictures will be added when these are produced by the Client at no additional cost.

- **2.9** All content, in whatever format, is your responsibility, and you agree to indemnify Budd Systems Ltd from any liability arising from content. Abusive, offensive or illegal content, or any content that might promote or incite illegal activity, in any jurisdiction, is expressly prohibited.

### 3. Design

- **3.1** We will provide you with our estimated timescale for progress and completion of the project and will use reasonable endeavours to meet those timescales (if you perform your obligations promptly).
- **3.2** Any quoted dates are our best estimates only and we cannot guarantee 100% that they will be met.
- **3.3** We shall have no liability to you nor be deemed to be in breach of this Contract if we are delayed in performing or unable to perform any of our obligations under it due to circumstances beyond our reasonable control.
- **3.4** Websites will display correctly in the following Browsers:
  - Microsoft Internet Explorer 11 and later Microsoft browsers on Microsoft Windows.
  - Modern versions of Firefox, Chrome and Safari (Microsoft Windows and Mac OS X)
- **3.5** Budd Systems Ltd will use the most appropriate technology in the development of the site.

### 4. Acceptance

- **4.1** Acceptance procedure will be as follows:
  - The timescale for the development of this project is indicated in the testing milestones/payment/sign off schedule, where applicable.
  - A URL will be provided for the Client to examine and test the website and software to make sure it functions as anticipated and in accordance with this Agreement.
  - The Client is required to complete the acceptance test schedule (attached where applicable), Sign Off and accept at each milestone within 7 working days of being notified that the milestone has been reached.
  - The Client is expected to have tested that the website and software is performing to their own satisfaction and checked the source data before authorising the project to go live.
  - The project will not be made live until the final payment has been received.
  - After launch, a 90-day warranty is provided to allow for further comprehensive testing under operating conditions. Any further changes are then chargeable.

### 5. Changes Requested

- **5.1** If the Client requires any changes to be made to the original design and specification, they must notify Budd Systems Ltd in writing.
- **5.2** Budd Systems Ltd will notify the Client in a formal Change Request if there will be any charge for the additional work.
- **5.3** If the Client accepts the terms of the Change Request, they should notify Budd Systems Ltd in writing.

## 6. Payment

- **6.1** An initial payment will be required for the delivery of the Website Services Agreement document covering the agreed Specification, Scope of Works, timescale, acceptance testing and terms and conditions. No work will commence until this payment has been made.
- **6.2** The balance of all fees will be invoiced at agreed stages during the project on payment “due now” terms.
- **6.3** All fees must be paid before the design and development work is handed over.
- **6.4** Subsequent annual subscription or licence payments will be in two months advance on the anniversary of the initial payment.
- **6.5** All fees referred to in the proposal and these terms are exclusive of Value Added Tax which will be added and payable by you where appropriate.
- **6.6** If payments are not received by the due date for payment, you will be asked to pay us interest on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (currently 13.75%) without prejudice to any other remedy available to us.
- **6.7** If payments are not received by us on the due date, we reserve the right to suspend our services until such time as payment is received in full (without prejudice to any other remedy available to us) with suitable allowances then being made to any timescales. A standard £50 charge will be made to reinstate any services that have been suspended.

## 7. Cancellation

If you wish to cancel your contract you are required to do so by e-mail giving 60 days' notice and cancellation will only be effective on receipt of such notice. If the design is not complete you will be required to pay the balance of our costs to date and loss of profit for the entire design. No refunds will be made for any part of any annual hosting and maintenance subscription remaining.

In the event of cancelling your contract, your website will be taken offline the day after the contract expires. Once all sums due have been settled, Budd Systems Ltd will cooperate with the smooth transfer of hosting of the domain and pass over ownership of any website files as requested.

## 8. Hosting and Domain Names

- **8.1** Budd Systems Ltd will normally arrange hosting for the website and the annual subscription for this will be itemised in the initial quotation for the design.
- **8.2** FTP access details to your website files can be issued on request. However, if FTP access is granted to websites or systems, any warranty or guarantee is void.
- **8.3** Budd Systems Ltd accepts no responsibility for web server downtime or interruptions to service caused by circumstances beyond our control.
- **8.4** Budd Systems will advise Clients on selecting domain names and register these for them as requested at current rates but cannot guarantee a certain name will be available.
- **8.5** Budd Systems will make a charge of £50 for any administrative work associated with hosting or domain name transfers into or out of our facilities.
- **8.6** Renewals are made automatically, unless we are notified by e-mail 28 days in advance, but please note we accept no responsibility if a domain fails to be re-registered.
- **8.7** You agree to indemnify Budd Systems Ltd from all claims arising from your negligence or inability to obtain proper copyright permissions for all content. All content, in whatever format, is your responsibility, irrespective of who caused it to be published and whether you gave permission for publication, and you agree to indemnify Budd Systems Ltd from any liability arising from content. Abusive, offensive or illegal content, or any content that might promote or incite illegal activity, in any jurisdiction, is expressly prohibited.

## 9. Email

- **9.1** If Budd Systems are responsible for arranging hosting, then a POP3 email account with five addresses will be provided on the domain within the quoted costs. As an alternative, forwarding to an existing email account elsewhere can be arranged.
- **9.2** You will be given the appropriate username and password details for each account and the incoming mail server name, along with written instructions.
- **9.3** Budd Systems will not be responsible for keeping records of passwords.
- **9.4** Requests for changes to user / password combinations may be made by email or telephone and will be actioned within 24 hours.
- **9.5** Budd Systems Ltd accepts no responsibility for email server downtime or interruptions to service.
- **9.6** Email accounts must not be used for “spam” emailing operations, or for illegal, abusive or offensive emails.
- **9.7** Once initially set up and operational, Budd Systems Ltd is not responsible for subsequent problems caused by the operating system of your computer or internet services supplier.

## 10. Promotion

Where Budd Systems undertakes promotion of the website through Search Engine placement no guarantee is given that rankings can be achieved on particular Engines. Resubmission will take place as and when we deem appropriate and may vary in frequency depending on the level of maintenance updates undertaken.

## 11. Warranties

- **11.1** Budd Systems warrants that commencing from the date of acceptance by the Client and continuing for a period of ninety (90) days that the website and software substantially conforms to the Specification and Scope of Works and is substantially suitable for the purposes for which it was designed. The terms of the warranty are that during this period any errors or omissions will be rectified by Budd Systems at no cost to the client. The warranty does not apply if the website and software has not been operated in accordance with the instructions given by Budd Systems.
- **11.2** Budd Systems makes no warranty that the website and software is totally error free or that the Client will be able to operate the website and software without any problems or interruptions caused by unforeseen problems or untested scenarios.
- **11.3** Budd Systems makes no further warranties of any kind, whether express or implied, for the services it provides. Budd Systems also disclaims any warranty of merchantability or fitness for any particular purpose other than that covered by the 90-day warranty.
- **11.4** Due to the continual development of techniques for intruding upon and attacking internet-based systems, Budd Systems cannot warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack. No liability will be accepted for the loss, corruption or theft of personal or financial information caused by deliberate and malicious intrusion or attack.
- **11.5** Budd Systems will not be responsible for any direct, indirect or consequential damages that may result from the use of its services, including loss of data resulting from delays, non-delivery or interruption of service. You acknowledge and agree that Budd Systems cannot guarantee the absence of service interruptions caused by Acts of God or other circumstances beyond our control.

## 12. Support

- **12.1** If you have a support contract with Budd Systems, we will provide telephone and email support for services outlined in the contract.
- **12.2** Problems with the operating system and software on your own computer and your internet connection are specifically excluded from this agreement.

## 13. Reservations

- **13.1** Budd Systems reserves the right to withdraw services and/or remove any material at any time without prior notice.
- **13.2** Budd Systems also reserves the right to feature customer websites and testimonials in future promotions without seeking prior consent.

## 14. Indemnity

All services may be used for lawful purposes only. You agree to indemnify and hold Budd Systems harmless from any claims resulting from your use of our service that damages you or any other party.

## 15. Liability

- **15.1** Our total liability to you in contract or in tort arising in connection with this contract shall not exceed the total price paid by you.
- **15.2** We shall have no liability for loss of profits, business, revenue, goodwill or anticipated savings or for any other indirect or consequential loss.

## 16. Standard Charges

In the absence of agreed rates, the following will apply for additional work:

- £400 per day per person
- £60 per hour on hourly rate
- Travelling and subsistence on a costs as incurred basis.