

# Terms and Conditions V2.0.0

MSCB Global Limited (09082818)



Web Design

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## 1.0 Definitions Website Design

“**Website**” means any website designed by MSCB Web Design.

“**Company**” is MSCB Global Limited and any of its subsidiaries or affiliates.

“**Client**” the client is any individual or company who have engaged the services of the “Company” either directly or indirectly.

“**Service**” is the term used to describe the goods and services offered directly or indirectly.

“**Period**” is the agreed contract length for one of our Services.

“**Geography**” is the UK and Ireland.

**2.0 Packages;** the following are the Website Design packages we offer. Please refer to the website for more details on what is included for each package.

**2.1 Basic;** the development of a one or two page website that is of a simple design and structure.

**2.2 Standard;** the development of a fully functional website that is of a template design and structure including one or two features and management functionality. A responsive

design, social media integration and user interactions (blog).

**2.3 Enhanced;** the development of a fully functional website that is of a template design and structure including multiple features and complex functionality. The typical design would be one or more of an e-Commerce, responsive design, social media integration, other complex integrations, user interaction via registration and login, CMS installation and media options.

We offer the following add on services:

**2.4 Social Media Management (SMM);** the development of a Social Media Strategy designed to support the communication and visibility of your business. This is developed in conjunction with the website messaging.

**2.5 Search Engine Optimisation (SEO);** the services we offer are “White Hat”, i.e. ethical approaches to improving the website performance.

**2.6 Consultancy;** the provision of business services that have been developed to support the overall strategy of the business and its electronic communications.

The following secondary services can be incorporated into any of the Packages at an additional cost:

## 2.7 Domain Registration

Domain names will be registered to the Client unless otherwise stated or requested. The registration Fee will be part of the package cost unless expressly stated. The registration period will typically be aligned to the package term unless otherwise requested or registered out with a package.

For all .co.uk domain name registrations you are entering into a contract with Nominet UK. Their terms and conditions apply. Similarly for all .com registrations you are entering into a contract with INWW. Their terms and conditions apply. The Company will accept no liability for unsuccessful domain name requests and reserves the right to suspend/cancel a domain registration or renewal. The Client acknowledges that any dispute arising out of a domain name request will be resolved by the registration authorities.

If the Client fails to make any payment for the website design or annual fee the domain ownership passes to the Company and they have the right to sell the domain to any interested parties.

**2.8 Secure Socket Layer;** we can install an SSL to provide website encryption. Recommended for any site where personal information is entered.

**2.9 Sourced Images;** we use a number of internet based royalty free providers. We can normally source images at a reduced rate based on volumes.

## 3.0 Payments and Pricing

**3.1 Pricing;** any pricing provided is excluding VAT unless otherwise stated. All pricing is valid for 30-days unless otherwise stated.

**3.2 Payments;** depending on the package different terms exist.

**3.2.1 Basic;** website design costs paid in full in advance.

**3.2.2 Standard;** website design costs paid in full within 14-days of the project commencement.

**3.2.3 Enhanced;** paid 20% in advance, 30% at an agreed milestone achieved and 50% on project sign-off.

**3.2.4 Annual Hosting Fee;** invoiced 30-days in advance of the renewal date and payment to be made 14 days from the date of invoice.

**3.2.5 Add On Services;** payments are typically in advance unless incorporated in a package.

**3.3 Payment Terms;** we often offer 3-year and 5-year payment terms. Unless otherwise agreed the annual fee is paid in advance of any work commencing and then on the anniversary each year. Renewals are subject to RPI+5% at the end of the term and additional costs for third party product charge increases out with our control. The renewal for emails for the basic or standard package will include an additional fee for the number of accounts included above either 1 or 5 respectively. These will be charged as £6+VAT per email account per annum.

**3.4 Expenses;** £0.60 per mile, £100 per night accommodation, £10 for Breakfast, £10 for Lunch and £20 for an Evening Meal. Any other expense will be included at cost and discussed in advance, e.g. ferry, tolls, flights, etc.

**3.5 On initial payment;** the client agrees to all terms outlined in the agreement.

**3.6 Monthly payments;** if it is agreed that the Client pays monthly these payments will be invoiced annually and payments will be made monthly by direct debit or standing order.

**3.7 Cheque payments;** cheque payments will only be accepted after written agreement by one of the Company directors.

**3.8 Card payments;** credit card payments can be arranged for the full amount of the agreement term.

**3.9 Late Payments;** the Company reserves the right to suspend or delete the website and associated emails and domains with immediate effect.

**3.10 Outstanding Invoices;** the Company will look to sell the domains of a Client if payments of any invoice is deemed late. The Company in terms of debt recovery will pursue all monies owed through debt collection or sale of domains to other interested parties.

#### **4.0 Additional Work**

Adhoc development and design work will be agreed at a rate over and above package costs. The typical rates are between £200 and £400 per day dependent on the request.

#### **5.0 Website Design**

**5.1 Content;** it is acknowledged that the service provided is for the structural design of the site. All information added as content is the full responsibility of the Client. If after 3-months from the commencement of the design and content has not been provided the website is deemed complete.

**5.2 Contract;** once work commences either via written or verbal instruction the client is responsible for the settlement of the price as per the agreed package or full term. If the Client decides to move their website to another provider during a 3 or 5 year term it is agreed the balance owed would be due in full.

**5.3 Copyright;** to use the information or images on the site is the sole responsibility of the Client. Any images or content provided directly from the Company will be discussed

with the client prior to inclusion. Any information or images provided by the Client and disputed will be the sole responsibility of the Client.

**5.4 FTP;** File transfer access can be provided on request to upload large data files.

**5.5 Web Space;** will be provided as part of the package chosen. This will be discussed and for a large space requirement an additional cost may apply. We would typically raise a concern in advance of any work commencing.

**5.6 References;** all Clients agree to be a reference and be added as a link to our website on completion of the project.

**5.7 Confidential and Sensitive Data;** if the Client stores information on the website it is the sole responsibility of the Client to ensure access to the website is suitably controlled.

#### **6.0 Databases**

**6.1 Data;** for inclusion in the created website database will be supplied by the Client unless otherwise agreed.

**6.2 Data entry;** can be provided as an additional charge. The rate will be provided based on scoping the requirement.

#### **7.0 Emails**

**7.1 Per package;** a set number of emails, as detailed on our website, will be provided. This will be discussed and may be increased on agreement at no additional charge.

**7.2 Confidentiality;** is the sole responsibility of the Client. We recommend that every attempt is made to protect your email accounts from attacks and threats. Widely available security software should be installed

on the Clients site to check for viruses and malicious content before transmission.

**7.3 Access;** to emails is provided through a web interface and details will be provided to enable the client to download email from the server to your local device.

**7.4 Password;** will be created at the time of setting up the email account. The Client is responsible for changing their Email password through the web interface. If access is lost to an account we can reset your password on your behalf.

**7.5 Security breaches;** if we believe there is a breach or misuse of the service we may without prior consent change the email account password or suspend the account. If the security breach is to the website or providing access in an inappropriate manner the Company reserves the right to place the website offline until corrective action is carried out.

#### **8.0 Content Management System**

**8.1 CMS;** is provided for the Client to manage their website content in some cases. The CMS used is Joomla. Training can be provided at an additional cost. Books are readily available for this industry leading product administration.

#### **9.0 Training**

**9.1 General;** training can be provided on web content, social media and search engine optimisation at an agreed cost.

**9.2 Specific;** training can be provided for core components of a Clients site at an agreed cost.

#### **10.0 Support**

**10.1 Core hours support;** through the 0800 number we will look to respond to requests within 4 hours during normal office hours 08:00 to 18:00. Support number **08007723570**

**10.2 Out of hours;** support will be provided based on a response within 4 hours of the next working day. We would strongly recommend email contact as periodically support emails are picked up. Contact [support24@mscbw.co.uk](mailto:support24@mscbw.co.uk)

**10.3 Service status;** access to a service status website can be provided on request.

**11.0 Termination;** the Company reserves the right to terminate the agreement between the Company and a Client for any breach with immediate effect. In such a case the Client will not be paid back monies for any outstanding period of the agreement. Should the Client request an early termination of an agreement for any reason the Company will consider a refund on a case by case basis agreed by the Company directors. The decision made by the company is final, notwithstanding the rights of the Client under the Sale of Goods Act 1979.

The Company reserves the right not to release the Clients domain until all monies owed are paid in full. If the client is on a 3 or 5 year term this means all monies outstanding for the current and subsequent years are due.

If a client requests the domain to be pointed to an alternative provider / nameserver then it is required that the full outstanding balance is paid in full prior to the request being carried out.

If the client request the website is placed offline without cancelling the agreement the

client agrees that all outstanding amounts due will be paid in full or will be paid as per the agreed dates. Failure to make a payment on the agreed date the Client accepts that they will be liable for the amount in full to be paid within 7-days.

If the outstanding debt is not paid this will be passed to a debt collection agency and under **The Late Payment Commercial Debt Regulations 2013**, debtors must pay statutory interest and debt collection cost in addition to the principle sum.

If the agreement is terminated without payment in full the domains and website will be sold to recover any losses if it is deemed a level that does not merit recovery through a debt collection company.

## 12.0 Maintenance

**12.1 Planned;** from time to time we or our hosting partner will carry out planned maintenance. We will endeavour to provide as much warning as possible of any disruption.

**12.2 Software maintenance** involves upgrading software components which make up the website often these are unseen by the client or the website user. These elements ensure latest versions and security is maintained on the website.

**12.3 Hardware maintenance** is carried out to ensure availability and accessibility is maintained to the website. Our partner who hosts the websites will carry out upgrades on a regular basis whilst maintaining uptime.

**12.4 Unplanned maintenance** is carried out when it is necessary to maintain optimum operation of the website. This may involve either hardware or software changes, or,

both. A typical reason for carrying out unplanned maintenance is as a direct result of catastrophic hardware failure or cyber threats that require immediate enhancements to maintain integrity.

**12.5 Domain and SSL certificate renewals** are deemed part of the maintenance regime although these may be renewed in advance of annual payment or for the full term of the agreement. This is purely at our discretion and will ensure your website is available at all times.

We can at times provide free SSL encryption but we would always recommend that if you hold sensitive data that the website has a valid purchased SSL.

## 13.0 How to give notice

**13.1 In writing;** all notice relating to the contract must be in writing to [enquiry@mscbw.co.uk](mailto:enquiry@mscbw.co.uk) and clearly stating the invoice agreement it relates to. It will be the Clients responsibility to check emails sent and acknowledge receipt.

**13.1 Previous instruction;** if notice is given by the client or a dispute raised which is covered by previous agreement to make payments when due the Client agrees that the termination will only be accepted on full settlement of the account.

**14.0 Renewals;** agreements renew on their anniversary and are subject to an inflationary increase of RPI+5%.

**15.0 Service Providers;** we use the following providers in the development of our designed websites:

**TSOHOST (Also known as Vidahost or Paragon Internet Group Ltd); EnergizeThemes; RSJoomla; StackIdeas;**

**Clickable Maps; PayPal; Twentronix; Akeeba; JCE; GoogleMap; FreeGoogleAnalytics; Virtuemart; HikaShop; Webkul, WDS**

We reserve the right to add, remove or replace providers without consent from the Client.

**16.0 Limitation of Liability;** the Client agrees that it is fair and reasonable for the Company to limit its liability under these conditions and accordingly agrees that except as expressly set forth in these terms and conditions all warranties, conditions and representations express or implied, are hereby excluded and the Company will not be liable, to the extent permitted by law, in contract or otherwise for any economic loss or damage to property, consequential or otherwise arising out of or in connection with the supply, installation, use or failure of the designed website or any defect in it from any other cause.

**17.0 Force Majeure;** the Company will not be liable for any delay or failure in carrying out its obligations which is caused or partly caused by strikes or other labour disputes, terrorism, fire, flood or other Acts of God, where accidents, Government action or any other cause beyond its control.

**18.0 Law;** this agreement shall in all respects be governed by and constructed in accordance with Scottish law and the parties submit to the exclusive jurisdiction of the Scottish courts in any legal proceedings and as regards any claim or matter relating to this agreement.

**19.0 Changes;** this agreement may be changed from time to time and you will be notified accordingly. The most up to date version can be found on our website. [www.mscbw.co.uk](http://www.mscbw.co.uk)

**20.0 Disputes;** all disputes will be in writing with recorded evidence confirming receipt, either digital or printed signature. If the receipt of a communication cannot be evidenced then it is deemed the communication was not sent or received. Failure to make a payment on time is deemed a breach in contract by the Client and therefore subject to recovery through the courts or debt collection where costs will be recovered in addition to interest on the principle sum.

If a dispute exists then updates to this agreement will not be notified to the Client but the previous version terms will apply whilst the dispute exists.

**21.0 Invoicing;** all invoices will be sent electronically, with delivery and read receipts. Late payment of an invoice will be subject to a late payment charge of **£50.00** excluding VAT to cover administration costs and sending any copies via recorded delivery. If an invoice is not settled within 5-days of the due date we reserve the right to delete all emails and the website from the server. This is an unrecoverable action and is carried out as the Client is in breach of Contract. The website and emails may be suspended immediately a payment is late as per the Late Payment Clause.

**22.0 GDPR and Our Responsibility;** all websites and any data collected via the website are held on clustered servers with the hosting company. Section 22. Details the terms of the hosting company and agreeing to these terms you also agree to be a client of theirs and agree to their terms. Any information deemed personal data in which we are sent will be automatically destroyed after the purpose it was sent has completed. Any data that is not classified we reserve the right to delete as per our own policies. This

may also include images and documents that are in the public domain and accessible from the client's website. If the website holds any personal data or has client login we recommend that the site has SSL encryption to protect the information.

**22.1 Website Deletion;** If any payment for the website is late to ensure that all data is removed we will delete the website and all its content, including submitted form data.

**22.2 Third Party Integration;** Any integration with other applications such as social media business pages will involve agreeing to the terms of that providers development conditions. These will be discussed and agreed with the client on set up. These may change over time and it is important that the client understands and agrees to those conditions prior to or enabling any integrations to continue.

**22.3 Emails;** We set up email accounts and strongly recommend that the client changes their password to a unique series of letters (upper and lowercase), numbers and special characters. It is also important to note that once the password has been changed we will have no access to any email content. The client should conform to their own policy or naming convention for setting a suitable password. If access is lost or the client cannot remember a password we have the option to reset that password only.

**23.0 Hosting Company Data Protection;** all websites and any data collected via the website are held on clustered servers with the hosting company. Section 22. Details the terms of the hosting company and agreeing to these terms you agree to also being a client of theirs and are bound by their terms.

**23.1** All parties warrant that they will comply at all times with all relevant data protection legislation, including the General Data Protection Regulations ('GDPR').

**23.2** To the extent that Tsohost acts as a data processor under GDPR then Tsohost shall:

**23.2.1** only act on the written instructions of the Customer as the data controller;

**23.2.2** not use a sub-data processor without the Customer's prior written authorisation;

**23.2.3** co-operate with relevant supervisory bodies, including the Information Commissioner's Office, in accordance with Article 31 of GDPR;

**23.2.4** ensure it has adequate technical and organisational measures in place to ensure the security of its processing in accordance with Article 32 GDPR;

**23.2.5** keep records of its processing activities, where relevant, in accordance with Article 30.2 of GDPR;

**23.2.6** on termination of the Agreement, howsoever arising, delete all of the Customer's data; and

**23.2.7** notify any personal data breaches affecting the Customer's data, to the Customer in accordance with Article 33.

**24.0 Cyber Crime Insurance;** Cyber Crime is a known and significant threat in the digital environment. Although we take every precaution to protect your website and data we strongly recommend that you take out business insurance that incorporates Cyber Crime protection. The insurance should be sufficient to cover any financial losses, ransom, replacement website and covering business losses through an attack.

In rare events we may need to rebuild the whole website and a fee will apply to enable the work to proceed.

We block IP addresses when threats and hacks are caught and prevented. We also perform region blocking when threats are ongoing from a specific geographical region or country.

We can provide contact details of an insurance broker who can provide Cyber Crime Insurance. We have no affiliation with the company but have used for our insurances over the years.

**25.0 Region Blocking;** Access to your website is understandably important but with increasing cyber threats and crime, and other forms of website attacks, e.g. loss of service, data injections and ransomware we believe region blocking provides one level of protection. There are many things a client can do to protect their online security by sound naming conventions and password controls in their other data management routines.

We will make decisions on patterns of attack and pro-actively block regions. A region covers both Countries and Continents.

If you do not want this to happen, you must advise us in advance. Blocking regions may have a negative impact on rankings.

**26.0 Website Rankings;** We do not guarantee rankings of a new website or an established website and will advise of actions you should undertake to improve the listing on search engines. Most search engines are focused on local listings and this means that local address and local number are important as well as "services" and "town" in headings and text.

Our services do include an add on ranking service to improve visibility and rankings and will always be priced independent of the website.

**27.0 Service Status;** On the home page of our website is a link to check service status for known problems. Alternatively visit the host providers website and check the support status link <https://help.tsohost.com/status>