

Terms and Conditions

Description

Terms and Conditions

Please read these Terms and Conditions carefully before accessing or using the website. This website is operated by Delta Digital Ltd. Also Trading as Website Doctor. This Agreement sets forth the legally binding terms and conditions for your use of the website.

By accessing or using the website in any manner, including, but not limited to, visiting or browsing the website or contributing content or other materials to the website, you agree to be bound by these terms and conditions.

The website and its original content, features and functionality are owned by us and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

We may terminate your access to the website, without cause or notice, which may result in the forfeiture and destruction of all information associated with you. All provisions of this Agreement that by their nature shall survive termination, including, without limitation, ownership provisions, warranty, disclaimers, indemnity and limitations of liability.

This Agreement (and any further rules, policies, or guidelines incorporated by reference) shall be governed and construed in accordance with the laws of United Kingdom, without giving effect to any principles of conflicts of law.

We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions by posting the updated terms on the website. Your continued use of the website after any such changes constitutes your acceptance of the new Terms and Conditions.

Please review this Agreement periodically for changes. If you do not agree to any of this Agreement or any changes to this Agreement, do not use, access or continue to access the website or discontinue any use of the website immediately.

If you have any questions about this Agreement, please contact us at address: Delta Digital Ltd., 52 Bruce Street, Dunfermline, Fife KY12 7AG, by telephone 01383 655 449 or email st****@*****co.uk.

You must take care to keep your user name and password confidential. You will be responsible for all activities that occur under your user name and password. You must not allow anyone else to use your user name and password. You must inform us immediately of any unauthorised use of your user name or password or if you believe that your user name or password has been compromised. We reserve the right to require you to change your user name and password if we believe that they are no longer

secure.

As we are continually improving and upgrading our courses and security there may be an occasion where you will be unable to access your course. Please be assured that this time will be kept to a minimum and is in the interest of our learners. We strive to supply our students with the latest, up to date courses that are in demand today.

Copyright

This website and its content is copyright of Delta Digital Ltd.

Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following:

- you may print or download to a local hard disk extracts for your personal and non-commercial use only
- you may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

Disclaimer

The information contained in this website is for general information purposes only. The information is provided by Delta Digital Ltd. and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of Delta Digital Ltd. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, Delta Digital Ltd. takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

Web Design Terms

Payment against any web design invoice constitutes explicit acceptance of our terms of service.

These Terms are available in the [English language] only.

If you have any questions or complaints about these Web Hosting Terms or our Services, please contact us by writing to us by email in the first instance to st****@*****co.uk.

In this document the terms We, Us, and Our refer to Delta Digital Ltd. Further, the terms You, Client, The Client, Customer or The Customer refer to the entity purchasing products or services from Delta Digital Ltd.

1. Contract: The Clients approval for work to commence shall be deemed a contractual agreement between the client and Us. Important: Approval for the work to commence and payment of the advance or deposit fee indicates that the client accepts the terms and conditions outlined in this document. The services provided by Us under this Agreement shall be used only in accordance with applicable local legislation, rules and regulations. This agreement shall commence on the date on which the agreement is accepted by Us and shall remain in force for the duration of 36 months at which point the agreement automatically renews for another 36 month period, unless otherwise agreed in writing.

2. Intellectual Copyright: We will hold and retain all Intellectual Property rights to any material, including any source code and original images created for the Client until payment of the final invoice in full. At this time we will transfer this intellectual copyright to the Client.

3. Clients Responsibilities with Regard to Copyright: In situations where the Client provides images, text, animations or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright. Certain images provided by Us in the construction of the website may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in publicity material. The website owner is legally responsible for ensuring that this does not happen, If you wish to use any images from the site for other purposes please contact Us for clarification of any applicable licence rights and costs.

4. Registration Charges: All third party costs arising from the registration of a domain name shall be met by the Client.

5. Search Engine Promotion: We are not, except in cases where relevant services may have been purchased, responsible for the client's on-going web site promotion. We suggest the client purchases a pay-per-click campaign with Google in order to effectively market their website.

6. Cancellation: Termination of payment for any hosting or website contract without prior discussion with Us will cause the full value of the services agreed under the contract to become payable in full. Cancellation of the agreement is to be made in writing no more than 1 month prior to the renewal date. The client will be notified of any planned price increases at this time.

7. If your job involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently, and as a result no SEO work can commence until the site content is finalised. If you agree to provide us with the required information and subsequently fail to do within four weeks of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. Further to this changes must be submitted within 28 days of Us informing you of completed work, after this time the site will deem to

have been accepted in full and We reserve the right to charge you for any changes or additional work. This time-limit does not apply to errors that we have made. NOTE: Text content should be delivered as a text document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

8. Conceptualising: Conceptualising is the process of producing website concepts for clients. Concepts can include site mock ups, graphics and design proposals. For higher cost websites this will be included but for low cost sites below Â£1000 please bear in mind that unless previously agreed, only one concept is possible. You should therefore ensure that you let us have your preferred colour scheme and requirement specification at time of signing the contract. If you don't do this we will design the website appropriately but if, it is not to your taste we may not be able to rework the website without additional charges. This is why it is often best to show us another website that you like as an example of what you require.

9. Travel Time and Expenses: There is a fixed call out charge of Â£120 per visit which includes up to 2 hours consultancy with additional hours charged at our standard hourly rate, Â£50 per hour. We may at our discretion choose to discount the value of the visit from your account as part of a completed agreement subject to payment being made in full. In the event that this discount is given, no invoice will be raised for the visit.

10. Quotations: The price quoted to the Client is for the work agreed on the quotation only based on the requirement specification outlined. Should the Client decide that changes are required after work on the website commences, then we will accept these changes with the provision that additional charges may have to be negotiated. Quotations are only valid for 5 working days unless otherwise agreed in writing.

11. Advance/Deposit Payment: A non-refundable advance payment/deposit will be required prior to commencement of work. If there is any remaining balance on completion of work to the agreed requirement specification then this must be settled within 7 days of completion of website. Failure to make payment within this time will period will result in site switch off/zero byte files placed on the server. Restoration of site can be made when full balance is paid, please note that in the event that we have suspended your project in this manner, we reserve the right to charge Â£100 for the administrative time involved.

12. Payment terms: Payment is currently accepted by Bank Transfer, Debit and Credit Cards in UK Pounds Sterling, unless otherwise agreed. All [hosting packages](#) are paid monthly in advance by direct debit only.

13. Credit Card Payments: Credit card payments can also be accepted via our Paypal electronic invoice system. (Full payment may be required in advance if paying by credit card).

14. Payment: Payment of any balance will be due 7 days after completion of the work carried out by us.

15. Late Payment: B2B (Business to Business) Accounts that have not been settled within 7 days of our final reminder may incur an administrative fee of up to 10% of the amount outstanding. You will also be charged statutory interest of 8% above the reference rate (fixed for the six month period within which date the invoices became overdue) pursuant to late payment legislation.

16. Future/Ongoing Support: The website is provided to and accepted by the client as a fully functioning, completed work. We are not responsible for or bound to provide future support without the purchase of a support or maintenance agreement. This support can normally be provided upon request and for an agreed fee. No guarantee of future support is given unless an ongoing support package is negotiated. Any required alterations or amendments should be notified within 28 days of project completion, otherwise the project will have deemed to have been accepted and further alterations will then be subject to addition charges.

17. Future Site Problems: Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website, and We will endeavour to protect it from this as much as we can during its creation. We cannot be held responsible for problems that develop on completed sites as a result of illegal activity, or exploits that become possible as a result of new vulnerabilities discovered in the technologies used in the creation of the Client's website.

18. Compliance with Ecommerce, Accessibility or Other Regulations: We design websites in accordance with the clients specifications. It is the Client's responsibility to ensure that the website and its content comply with standing regulations. We cannot accept responsibility for any failure to comply with regulations related to accessibility, selling online or those related to a specific business or trade. We can research this on the Clients behalf upon request, but in any business where complex compliance issues exist we recommend that the Client seeks legal advice.

19. We shall not be liable for any losses or damages suffered by the Customer, its servants or agents occurring as a result of action taken by Us as a result of suspending the Customer's services in accordance with this agreement.

19.1 We shall under no circumstances be liable for any indirect, consequential, special or incidental losses or damage suffered by the Customer, its servants or agents whatsoever (including, without limitation, loss of goodwill, business or profit) in relation to this Agreement unless arising from breach of this Agreement and/or negligence hereunder.

19.2 Nothing in this Agreement shall exclude or restrict either Party's liability for death or personal injury resulting from its own negligence or that of its employees while acting in the course of their employment

19.3 Subject to the express terms of this Agreement We shall not be liable to the Customer for any claims, proceedings or actions brought or made against the Customer by persons pursuant to a contractual relationship with the Customer. The provisions of this Article 19.3 shall apply notwithstanding that such claims, proceedings or actions arise through any acts or omissions made by Us.

20. Should We waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Us to waive the same clause on any other occasion.

21. Continuing service: We reserve the right to disconnect your service if any invoices are overdue on your account regardless of the contract to which they relate - services and credit control are managed on a per-customer basis, not a per-project basis.

22. The quality of the Services shall be consistent with industry standards, government regulations and sound business practices.

23.1 Each Party undertakes to the other to supply promptly all information and assistance, which the other may reasonably require to enable it to perform its obligations hereunder.

23.2 Each Party undertakes to the other that it will treat as confidential, and will use its reasonable endeavours to procure that its directors, employees, professional advisers and agents will treat as confidential, the terms and conditions of this Agreement as well as all data summary rates, reports of information of all kinds and all other confidential information whether of a technical or business nature or otherwise relating in any manner to the business or affairs of the other Party which it may receive in connection with this Agreement and will not (and will use its reasonable endeavours to procure that its directors, employees, professional advisers and agents will not) disclose or use such information other than strictly for the purposes of this Agreement except with the written permission of the other Party. 2

3.3 The provisions of Article 23.2 shall not apply to information which:

23.3.1 is in or comes into the public domain by reason other than breach of this Agreement or

23.3.2 is obtained by that Party from a third party who has the right to disclose it or

23.3.3 is in the possession of or is known to the receiving Party prior to the date of this Agreement, to the extent that the Party is not bound by any confidentiality obligation in respect of such information to the other Party; or

23.3.4 is disclosed by a Party pursuant to a Court Order or other legal requirement.

24. Neither Party may assign, sub-licence, transfer or otherwise dispose of this Agreement or any of the benefits or obligations under this Agreement to any other person without the consent of the other Party. Such consent shall not be unreasonably withheld or delayed.

25. The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other right or remedy and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

26. Except as may be expressly agreed in writing between the Parties all and any trade and service marks, inventions, patents, copyrights, registered designs, design rights and all other intellectual property and intellectual property rights shall be and remain in the ownership of the relevant Party.

27. Other than the express situations outlined above, We do not under any circumstances offer refunds unless we are unable to provide the service agreed upon. We do not offer partial refunds of any invoices for any unused work. Nothing herein shall confer or be deemed to confer on either Party expressly, implied or otherwise any rights or licences in the intellectual property of the other. We reserve the right to change or modify any of these terms or conditions at any time. See our website for latest terms of service.

Delta Digital Ltd is Registered Company Number SC383687. Registered Address: 52 Bruce Street, Dunfermline, Fife KY12 7AG

Date Created

11/11/2020