



FearnWebDesign

web design - hosting - marketing - support

Terms & Conditions

These terms and conditions apply to all transactions placed online, over the telephone, through the post or via e-mail with fearnwebdesign.com. By placing an order with us you will be deemed to have read, understood and agreed to these terms and conditions. If you are unhappy with any aspect of these, then you should contact us at service@fearnwebdesign.com or telephone ++44 [0] 161 4080 932. English law governs these terms and conditions and your use of our Web Site and you agree to submit to the non-exclusive jurisdiction of the English court. Nothing in these terms and conditions will be deemed to affect your non-excludable statutory rights.

This Web Site and our terms and conditions have been designed for use within the United Kingdom and under UK law. Whilst we are happy to supply products and services outside the United Kingdom, we give no warranty, express or implied, that the use of this Web Site or the placing of any order through this Web Site from outside the UK complies with any applicable non-UK laws or regulations. Accordingly, any products, services or promotions not permitted under your local law are not offered to you.

All references to the 'company', 'we' or 'fearnwebdesign.com' will refer to fearnwebdesign.com. All references to 'you' or the 'customer' refer to the person or persons purchasing or agreeing to purchase goods or services from the company.

Estimates

We will supply you with an estimate of costs involved for the products or services you have requested prior to any work commencing.

fearnwebdesign.com logo

All sites designed, redesigned or hosted by fearnwebdesign.com will contain a discrete link in either image or text form to the fearnwebdesign.com web site displaying that it has been designed and/or hosted by fearnwebdesign.com. If you do not wish for this link to appear or it is subsequently removed an additional fee of £80 is payable.

Cancellation

If the agreement is cancelled after work has commenced, the client will be liable for any costs for purchases or labour made on the clients behalf incurred up to and including the date of cancellation.

Trademark / intellectual property

The client unconditionally guarantees that any text, logos, graphics, photographs, designs, trademarks, or other items supplied are owned by the client, or that the client has written permission to use them from the rightful owner and indemnify fearnwebdesign.com from any claim or suit arising from the use of such items supplied by the client.

Payment Policies - Web Design

All accounts are set up on a 50% pre-pay basis & 50% on completion of project, unless other written terms have been agreed upon.

Accounts not settled within 7 days of a written, e-mailed or faxed notice or exceeding this time frame in any way is subject to immediate suspension. Domains will not be released to another hosting company until any and all outstanding amounts are paid. The customer is responsible for all monies owed on the account from the time it was

established to the time that the customer notifies fearwebdesign.com in writing to request the termination of services. All payment is in pounds sterling. Where payment for services or design is overdue we reserve the right to charge interest at the rate of 10% per month, and also reserve the right to immediately suspend service, with a re-connection fee of no less than £80. We may charge you a reasonable fee to cover our time and administration costs if any payment you are required to make is not honoured by your bank or building society or Credit Card Company, our current minimum charge is £20. All offers and prices quoted on our website are subject to written or e-mail confirmation.

fearnwebdesign.com provides Internet World Wide Web page hosting, marketing, and development. As such we have certain legal and ethical responsibilities consistent with the use of its servers and equipment involved in these services. Our general policy is to act as a provider of an Internet presence. Our specific ethical concerns regarding the use of its computers are detailed below. fearwebdesign.com reserves the right to suspend and/or cancel a customer's access to any or all services provided when we, in our sole discretion, decide that the account has been used inappropriately.

Hosting

All our hosting services are for a minimum period of twelve months and renew automatically unless notice of cancellation is made at least 24 hours prior to the renewal date. We will notify you by e-mail at least 7 working days before the expiry of this period.

Specific Acceptable Use Policies

Server abuse

Attempts to undermine or cause harm to a server, or customer, of fearwebdesign.com is strictly prohibited.

Unauthorized use of other people's computers and/or accounts

fearnwebdesign.com will react to any use or attempted use of an Internet account or computer without the owner's authorisation. Any unauthorized use of accounts and/or computers by a fearwebdesign.com customer, whether or not the attacked account or computer belongs to fearwebdesign.com, will result in action against the attacker. Actions by fearwebdesign.com for any use or attempted use of an Internet account or computer without the owner's authorisation include warnings, account suspension or cancellation, and civil or criminal legal action.

Password Confidentiality

It is the responsibility of fearwebdesign.com customers to keep the username(s) and password(s) that fearwebdesign.com supply strictly confidential. If a customer discloses their password to a third party, any actions by the third party are the responsibility of the account holder. fearwebdesign.com reserves the right to terminate the account with immediate effect, without refund if, as a result of these actions, there is a breach in the agreed terms and conditions.

General Abuse

Any customer violating fearwebdesign.com policies by abusing either space/site transfer by using more space than has been paid for, or using excessive bandwidth will be notified via email and given 7 days to remedy the problem or pay an additional fee. If the problem is not resolved within the allotted 7-day period, client hosting will be terminated. fearwebdesign.com reserves the right to exercise its sole discretion in determining what constitutes a violation of this provision.

Chat Rooms

Clients are not allowed to install their own chat rooms onto our servers.

Email

In order to avoid unnecessary server traffic and maintain high performance for our mail servers the minimum period for mail collection on shared fearwebdesign.com mail servers is 10 minutes. This allows sufficient time for server reboots to be performed with the minimum of errors. For dedicated servers there is no minimum period although normal bandwidth charges apply.

IRC

We do not allow IRC or IRC bots to be operated on our servers.

Freedom of speech and expression

fearwebdesign.com believes in freedom of speech however we will not risk a lawsuit by hosting any "questionable material".

Examples include but are not limited to:

- Any site advocating illegal activities.
- Certain radical or cult style groups.
- Any site specifically slandering another person or organization or another cultural, religious, or ethnic group
- Posting any Warez-related material (pirated software, software evaluation cracks, etc.)
- Any other questionable material, as determined by fearwebdesign.com

Payment Policies - Hosting

All accounts are set up on a strictly pre-pay basis. Any account not settled within a 7 days of written, e-mailed or faxed notice or exceeding this time frame in any way is subject to suspension. No domain will be released to another hosting company until any and all outstanding amounts are paid and in the event that a transfer is made without our authority we reserve the right to charge and admin fee of up to £250. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies fearwebdesign.com in writing to request the termination of services. All payment is to be made in pounds sterling. Where payment for services or design is overdue we reserve the right to charge interest at the rate of 10% per month, and also reserve the right to immediately suspend service, with a re-connection fee of no less than £65. We may charge you a reasonable fee to cover our administration costs if any payment you are required to make is not honoured by your bank or building society or Credit Card Company, our current minimum charge is £20.

Cancellation

fearwebdesign.com reserves the right to cancel service at any time. Any violation of policies will not receive a refund if we institute our right of cancellation. Any violation which results in extra costs will be billed to the customer.

Domain transfers

Transferring away - There are no fees to transfer a domain away from us unless there are outstanding balances which must be settled prior to transfer.

Transferring to us - Just let us know the domain(s) and we will advise you of the procedures that apply to your domain(s). Where necessary we will supply you with a simple form to complete with all the correct information that you can send to your existing hosting company.

Most hosting companies now charge for transferring domains to and from them. It is not our intention to do this however if at a later date we decide to do this we will give the

customer the option of transferring away at the next date of hosting renewal free of charge.

Fearn Web Design may be able to directly assist you in transferring your domain, hosting and email accounts.

We usually require a minimum of 2 weeks notice in order to provide this service, which is chargeable at our standard hourly rate.

Please be aware that the transfer process can take a number of days due to the amount of paperwork involved, some of which must be provided by the person transferring the URL, the person receiving the URL and ourselves as registrars. Fearn Web Design are not liable for any downtime experienced during a transfer period, however we will work hard to ensure that this down time is minimised.

Lawful Purpose

fearnwebdesign.com reserves the right to refuse service to anyone. Customers may only use our server/s for lawful purpose. Transmission of any material in violation of any regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by the trade secrets act. fearnwebdesign.com expressly forbids anyone from using its servers for the propagation, distribution, housing, processing, storing, or otherwise handling in any way that we deem to be objectionable. The designation of any materials as such described above is left entirely to the discretion of fearnwebdesign.com.

Indemnification

Customer agrees that it shall defend, indemnify, save and hold fearnwebdesign.com harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against fearnwebdesign.com, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless fearnwebdesign.com against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with fearnwebdesign.com server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from fearnwebdesign.com server.

Disclaimer

fearnwebdesign.com will not be responsible for any damages your business may suffer. fearnwebdesign.com makes no warranties of any kind, expressed or implied for services we provide. fearnwebdesign.com disclaims any warranty or merchantability or fitness for a particular purpose. The includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by fearnwebdesign.com and its employees. fearnwebdesign.com reserves the right to revise its policies at any time.

All offers and prices quoted on our website are subject to confirmation.

Failure to follow any term or condition will be grounds for immediate account deactivation.