

## Terms and Conditions for Make me a Website (Website Design and Development)

This page (together with the documents referred to on it) tells “you” the terms and conditions on which “we” will supply Make me a Website Services on “our” website ([www.solelyweb.com](http://www.solelyweb.com)) to “you”. Please read these terms and conditions carefully and make sure that “you” understand them before ordering. You should understand that by ordering any of “our” Make me a Website “Services”, “you” agree to be bound by these terms and conditions.

We recommend that you print a copy of these terms and conditions for future reference.

Terms - Make me a Website Terms and Conditions.

References to “You”, “Customer” and “Your” shall be to you as the customer or client. References to “Solelyweb”, “We”, “Our” and “Us” shall be to Solelyweb Limited.

### 1. INFORMATION ABOUT US

We operate the website [www.solelyweb.com](http://www.solelyweb.com). We are Solelyweb Limited, a company registered in England and Wales under company number 11074916 and with “our” registered office at 144 Higham Road, Haringey, N17 6NS. Our contact email address is [info@solelyweb.com](mailto:info@solelyweb.com).

### 2. SCOPE OF THE AGREEMENT

2.1 The Terms are subject to the General Terms and Conditions which are available to view on “our” website and can be found here. “You”, the client acknowledges and accepts that these Terms, Make me a Website Terms and Conditions are attached and made integral part of the General Terms and Conditions. Where a conflict, discrepancy or confusion arises between these General Terms and Conditions and the Make me a website Services Terms and Conditions, the Make me a Website Services Terms and Conditions shall prevail.

2.2 These Terms govern the provision of the Make me a Website services to “you” by “us”, in addition to the certain maintenance relating to the same, of which is subject to the Package selected by the Client.

2.3 The Services consist of us creating a website for you based on your instructions and request. “You”, the client acknowledges that each Package under the duration of the Agreement is solely managed and controlled by “us”.

### 3. SERVICE DELIVERY

3.1 The Client acknowledges that given the nature of the Services, “we” cannot guarantee that the Services will be uninterrupted or error free.

3.2 We warrant that Services will be provided with reasonable care and skill.

3.3 All communication between the “you” and “us” may be recorded, for both business purposes and to record and monitor all responses to requests.

### 4. SERVICE SPECIFICATION

4.1 “You” are entitled to register the Services if you are over 18 or over.

4.2 “We” shall build the website in accordance with the specification and instructions given by “you”. Subject to the Package purchased, prior to publishing the website, the Client shall be able to review the website and provide the Company with no more than 3 Minor.

4.3. Alongside “you” maintaining the website, “we” will also maintain “your” website for a month after launch

4.4 “You” must make a request in writing by email for “us” to amend, alter or otherwise take action on the website to successfully have “your” request approved by “our” development team.

4.4 “You” must accept and grant “us” access and control over the website during the Term. “We” shall only amend the website as far as they are permitted to do under the Contract and

shall only do so once the approval or a request is received by “us” from Client (“you”). “You” will have full access to “your” website after “our” one month maintenance period.

4.5 Should “you” include a store set-up service; “you” must acknowledge that each item added to the store by the “us” including images, name, and prices after one month maintenance period must be provided by “you”.

4.6. Any additional items which are to be added or if “you” require changes to the products originally set-up, the charges at clause 4.17 shall apply.

4.7 From the Development stage to changes request, 80% of content i.e. images, text etc will be provided by “you”. Apart from copyright footer note, “you” own original Material.

4.8 You agree that it solely their responsibility to ensure that Material provided to “us” and it is not for “us” to check whether or not the Material is in breach of any intellectual property or other laws.

4.9 “We” reserve the right to decline to use or remove any Material provided to “us” by “you” for which “we” know or suspect may be infringing any intellectual property or other laws.

4.10 “You” agree to fully indemnify “us” against any and all claims brought against the “us” for any intellectual property infringement due to any Material provided for publishing by the Client.

4.11 All images supplied to the “us” are in the format specified by “us” at the time.

4.12 If “you” require any additional changes after the end of one month maintenance period after launch, “we” will for upgrade to “our” Website Administration Services.

4.13 “We” will only transfer all of the physical control and release the duty and control of website to “you” at the end of “our” maintenance period.

4.14 After the transfer of website, “we” will not maintain, control or fix the website without receiving a request through “our” CRM ticket platform or “your” control panel dashboard.

4.15 “We” shall not accept any liability for any actions, work, errors, and technical errors or otherwise made by “you” or any third parties or otherwise, on or to the website, once full control and access of the website has been transferred to “you”.

4.16 After the 30 day maintenance period has ended, if “you” require “our” assistance to maintain or amend, correct the error on “your” website, “you” must pay a fee of £20.00 + VAT (at the prevailing rate) per hour for any extra work.

## 5. CONTENT EDITING

5.1 Content editing (if applicable) will involve a professional copywriter reviewing Material provided by “you” for use on the website.

5.2 80% of initial website content Material must provided “you”. Content editing service is designed to help “you” with small changes only such as re-phrasing. “You” must acknowledge that “we” are not under any obligation to provide changes by way of proofreading and “we” are certainly not under a duty to provide any substantial editing unless the Client pays additional rates as determined by “us” and agreed.

## 6. UPDATES

6.1 The Client is entitled to unlimited updates per month during the first month. After the end of 1 month maintenance period, clause 4.16 will be in effect.

## 7. UPGRADES

7.1 “You” may opt to upgrade their Package and Services at any time by contacting the “our” sales team.

7.2 If “you” upgrade “your” Package, “you” are required to pay additional fees for the upgrade.

7.2.1 “You” are not permitted to downgrade their Package at any time.

7.2.2 Should “you” require additional pages beyond the number included as part of the Package specification, “you” will be required to pay additional fees to “us” at the prevailing rate.

7.2.3 Where the Client requires any additional products for the store set-up service, this will be required to pay full Package/Service amount plus VAT (at the prevailing rate).

## 8. DOMAIN REGISTRATION AND EXPIRY

8.1 "You" will be entitled to receive one free domain with the Package and has the sole responsibility to ensure that the domain name continues to be registered and hosted with "us". The domain included can only be chosen from the following extensions: .co.uk, .org, .me.uk, .com, .net, .info, .xzy, .mobi, .biz, .co.

8.2 "You" shall ensure that the domain name is registered to the same account holder as the registered owner of the 'Make me a Website' Package.

8.3 "You" required to renew the domain before it is due to expire at the prevailing renewal rate.

8.4 If "you" fail to renew the domain name, they shall be granted 10 calendar days to make a payment before the domain name and hosting is suspended.

8.5 "You" may elect to transfer the domain name to another service provider by providing "us" with 5 days written notice. However, as "Make me a Website" relies on the domain being in "our" system, a failure to replace the domain will result in Hosting service being automatically suspended. Please refer to Clause 6 for further details.

8.6 The domain name registered to the website is separate in its entirety and will follow the domain procedure set with the General Terms and Conditions, renewal and refund agreement.

## 9. FEES AND REFUNDS

9.1 The Services shall be charged in accordance with the fees set by "us" as set out in the Order Confirmation for each Package. These may be varied from time to time and published on the "our" website.

9.2 "You" may opt to elect a monthly or yearly payment for the Services purchased.

9.3 "You" only have the option to upgrade their monthly billing plan to a yearly billing period. "You" may not downgrade from a yearly billing period to a monthly billing period.

9.4 "You" may be required to pay the Set-Up Fee upon purchase of the Services. The set-up fee is subject to the Package purchased and is non-refundable.

9.4 Purchase of any Package acknowledges that payment is made directly to "us".

9.5 "You" are required to pay all fees within 7 days from the date of the invoice.

9.6 "You" agree that the fees for the Agreement are subject to one off payment and after and until the end of the contract "you" pay for hosting and domain name.

9.7 For the full details on fees, please see the current fees on the Solelyweb website.

9.8 All fees are subject to the standard 15-day cooling-off period (not including domain name) and "we" will not commence the Services until the end of this date unless agreed to be waived by "you".

## 10. TERM AND TERMINATION

10.1 The Client is required to provide "us" with a minimum of 15 days' written notice in the event that they wish to cancel the Services prior to the start of Services Development phase. "You" accept that any cancellation after website is live or has been launched there will be no refund.

10.2 The Company reserves the right to terminate or suspend the Services at any time if:

10.4.1 The domain name associated with the service is transferred away from the "us", with or without notice, to another service provider. However, "you" may elect to replace their registered domain name with an alternative domain name through "your" control panel to keep the Services active;

10.4.2 If "you" fail to pay for the renewal of hosting

10.4.3 In the event of insolvency, death or any other reason that the Company deems to be legitimate enough to warrant a termination and waive any unpaid sums.

10.4.4 in the event that "you" are abusive towards any of "our" staff. "You" will give permission for "us" to record and log any phone calls.

10.5 If "we" terminate or suspend the Services for any of the reasons at Clause 10.4 above or otherwise, "you" will not be entitled to any refund of any sums already paid to "us". If the Client has sums outstanding at the time of any termination or suspension, then those sums shall become due and must be paid "us" immediately.

10.6 For full details on terminating the Services please refer to the General Terms and Conditions.

## 11. SUPPORT

"We" warrants that we will provide telephone support services during Business Hours.

## 12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Company ("we") acknowledges that the legal owner of the website is "you" however; "we" shall have the full power and control over the website throughout the Development phase.

12.2 All images, format, text or otherwise used by "us" are licensed for the sole purpose of the website and are created for the client under the Contract.

12.3 In the event that the Client terminates the Contract, "you" will not be entitled to use the images provided by "us" on the website for any other purpose.

12.4 The content, if supplied by the Client ("you") shall belong to "you" and may be used by "you" in the event of terminating the Contract.

## 13. LIABILITY

13.1 The Company ("we") reserves the right to remove the website and domain in its entirety if it has reason to believe that the website may be operating illegally.

13.2 The Company ("we") will not be liable or accountable to the Client ("you") or any third party for any direct or indirect costs incurred, loss of earnings or compensation claims sought by the Client ("you") or any third party, if the Client ("you") fails to provide a written request under Clause 4.4 above or for any reasons or delays beyond the Company ("we") control.

13.3 The Company ("we") shall provide to the Client ("you") the ETA for commencing work on the website; however, the Company ("we") may not be able to provide the Client ("you") with the exact date for completion due to the nature of the project.

13.4 The Client ("you") accepts that the Company ("we") will not be held liable for any failure to carry out the proposed Services for reasons beyond the Company's ("we") control, including but not limited to acts of God, acts of any governmental or supra-national authority, war or national emergency, riots, civil commotion, fire, network failure, systems fault, unauthorised use or access to the IT systems of the Company ("we") or the Client ("you"), explosion, flood, epidemic, lock outs (whether or not by that party), strikes and other industrial disputes (in each case, whether or not relating to that party's workforce), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions, to the extent outside of its reasonable control.

13.5 The Contract