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Registered in England & Wales - Company No. 05655248

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Standard Terms & Conditions

Broadbiz Web Services Ltd.'s terms and conditions define any contract between *Broadbiz* and *The Client*. *The Client's* approval for the start of any development must be in writing either in hard copy or via email and invokes these terms and conditions immediately.

1. Definition of Terms

The following is the definition of a set of terms that are used throughout the following Broadbiz Web Services Ltd.'s terms and conditions document.

<i>Broadbiz</i>	The company trading as Broadbiz Web Services Ltd. with a registered address of 8 Vere Road, Broadstairs, Kent, CT10 1JF and company registration number of 05655248.
<i>The Client</i>	The individual, business, company or organisation which enters into a contract with <i>Broadbiz</i> .
<i>Development Start Date</i>	The start of any development which is deemed to take place when <i>Broadbiz</i> receive written agreement from <i>The Client</i> that they wish to proceed with a proposal.
<i>Go-Live Date</i>	The date when an agreed and signed off website is launched on the internet and registered with search engines.
<i>Domain</i>	The address of a website and / or one of more mailboxes on the internet, i.e. yourcompany.co.uk which will be registered with an internet registry organisation.
<i>Website</i>	Group of webpages, images and source code which forms an online presence.
<i>Hosting Provider</i>	Organisation or company on whose servers a <i>Website</i> resides.
<i>Maintenance Minutes</i>	The amount of time included in your package which can be used at the discretion of <i>The Client</i> to maintain website content.

2. Development Process

2.1 Development Timescales & Actions

The *Development Start Date* is the date the signed development contract is received by *Broadbiz*. *Broadbiz* are happy to accept approval to proceed via email, phone or in person but the signed development contract still needs to be passed to *Broadbiz*.

Within 5 working days of receiving the signed development contract, *Broadbiz* will send you;

- a first draft of your website for your review.
- an online Direct Debit mandate with an effective date of a recommended 20 working days forward from that date from which monthly or yearly Direct Debit payments will start
- a set of paperwork including service level agreement and maintenance contract

The development process is the time between the *Development Start Date* and the *Go-Live Date* and will last a recommended 20 working days although *The Client* will be able choose how long their development process will be.

Any changes that *the Client* requests to any version of the draft website will be completed by *Broadbiz* and returned to *the Client* within 3 working days.

Within 5 working days of receiving the Direct Debit mandate, *the Client* is required to complete it online and submit it back to *Broadbiz*.

The Client is required to sign and return the maintenance contract before the website is launched.

2.2 Client Representative

In order to ensure a good level of communication between *The Client* and *Broadbiz* and to allow an efficient design process, *The Client* agrees to provide a single representative.

The representative will be responsible for providing all necessary web content within the agreed timescales. The representative will be responsible for approving any designs and functionality on behalf of *The Client*.

2.3 Change of Scope

Broadbiz will not charge more than the proposal states unless *The Client* has varied the scope of the work. All changes of scope will be agreed in writing.

3. Web Hosting and Email

3.1 Web Hosting

Unless other arrangements have been put in place, websites will be hosted by one of our *Hosting Providers*, Fasthosts or 123Reg using their shared server platforms. Problems rarely arise with the shared servers and *Broadbiz* will always liaise with them accordingly if they do, but we are unable to guarantee 100% availability on our websites.

3.2 Email Services

Email services are provided by *Broadbiz* to *The Client* and can take responsibility for emails whilst on the mail server. Any configuration of third party clients software such as Outlook and mobile device software is the responsibility of *The Client*. *Broadbiz* cannot take any responsibility

for any changes that may take place to any software or to its configuration. *Broadbiz* cannot take any responsibility for any email data held on servers other than those which we host. *Broadbiz* are not able to provide any services to transfer data from servers which are not hosted by us.

4. Disclaimers

4.1 Third Parties

Broadbiz cannot take responsibility for services provided by third parties through us, through your website or otherwise.

4.2 Website Content

Broadbiz will only update information on *The Client's* explicit instruction. At all times, *The Client* will retain complete responsibility for the content of the pages and images on your website. All content is specifically *The Client's* responsibility and is not the responsibility of *Broadbiz*.

It is *The Client's* responsibility to obtain any required permissions and copyrights for the use of copy, images, logos, names and trademarks or any other material supplied.

In agreeing to these standard *Broadbiz* terms and conditions, *The Client* accepts the legal responsibility of any claims or legal actions concerning the content of *The Client* site.

4.3 Proposals

Broadbiz proposals are valid for a period of 28 days from the date issued and have no duty to honour any expired proposals.

5. After Your Site Is Live

5.1 Search Engine Listings

Broadbiz will design all webpages in order to maximise organic searches as well as register *The Client* website with agreed search engines and associated facilities. *Broadbiz* cannot take responsibility for the activity of the search engine who are responsible for their own algorithms and activity.

5.2 Loss and Damage

Broadbiz cannot take responsibility or liability for any financial loss, other loss or damage caused by the misuse of *Broadbiz* software.

5.3 Back-ups

Broadbiz does not take responsibility for keeping back-up copies of *The Client* website or back-end database. Additional back-up services are available at an additional cost.

5.4 Technological Advancement

Broadbiz use modern technologies in the development of all websites. *Broadbiz* cannot take responsibility for failures of any part of a website where technological advances have made functionality malfunction.

5.5 Industry, Body and Other Regulations

The Client retains the responsibility to ensure that all web content complies with any industry, governing body or any other regulations.

5.6 Timescales of Update

Minor changes to your website, defined as less than 1 hours work, will be carried out within 4 working days. Medium-sized changes to your website, defined as between 1 and 4 hours work, will be carried out within 6 working days. Major changes to your website, defined as more than 4 hours work, will be discussed by both parties and a timescale decided upon.

6. Intellectual Property

6.1 Domain Names

Domain names registered on behalf of *The Client* by *Broadbiz* will be registered in the name of *The Client* using the details provided.

The Client accepts responsibility for any claims that any domain name violates the intellectual property rights, copyright or trademark of a third party.

6.2 Website Content

The Client is the legal owner of the website and as such retains the intellectual property right for any webpages, content and images.

6.3 Source Code

Unless otherwise agreed, *Broadbiz* retain the copyright for any specifically written source code. *Broadbiz* reserves the right to re-use source code and *The Client* may not copy, distribute or publish to any third parties without written consent from *Broadbiz*.

6.4 Credit on *The Client* Website

Broadbiz reserves the right to display an image link to the *Broadbiz* website on *The Client* site in the footer of each page.

7. Payments and Fees

7.1 Deposits

Broadbiz do not charge an up-front, non-refundable deposit on or after the *Development Start Date*.

7.2 Timing of Payments

The Client is required to pay the total balance due in full, before the launch of the website, webpage, amendments or any other piece of work.

7.3 Business Mileage

- i. Within 5 Miles - *Broadbiz* will not charge for return-journey business mileage before the *Development Start Date*. Any return-journey business mileage incurred after that and over 5 miles from our registered address will incur a cost at our standard rate of 45p per mile.
- ii. Over 5 Miles - *Broadbiz* will charge for return-journey business mileage before and after the *Development Start Date*. Any return-journey business mileage from our registered address will incur a cost at our standard rate of 45p per mile.

7.4 Domain Registration and Hosting Fees

All domain registration and hosting fees, including renewal will be included in your proposal and charged accordingly.

7.5 Maintenance Time and Fees

Where maintenance time is included in a contract, the amount allowed will be defined in your SLA. Unused maintenance time may be rolled over for up to 4 months. Where no maintenance time is included or additional time is required, this will be charged at our standard rate of £30 per hour.

7.6 Maintenance or Hosting Charge Increases

Broadbiz reserves the right to review any regular maintenance or hosting charges on an annual basis and reserves the right to increase them by up to 5% above the Bank of England base rate.

7.7 Taxes

All proposals and charges are exclusive of VAT.

8. Termination of Contract

Broadbiz reserves the right to terminate any contract with immediate effect if we believe that *The Client* website or any of its content contains illegal material.

The Client may cancel the contract at any point by giving 3 months notice in writing. *The Client* will remain liable for any work that has taken place including the 3 month notice period and *Broadbiz* will invoice accordingly.

9. Scope of Terms and Conditions

Broadbiz terms and conditions are governed by the laws of the United Kingdom which shall claim venue and jurisdiction for any legal action or claim arising from the contract between *Broadbiz* and *The Client*.

If one or more terms defined here are deemed to be void or unenforceable, all other terms are still deemed to be valid and enforceable at law.

By agreeing to these terms and conditions your statutory rights are not affected.

10. Change of Terms and Conditions

Broadbiz terms and conditions are subject to change. *The Client* will be informed of revisions as and when they are issued and if no objections are received within 7 days, the updated terms and conditions will come into force after the 7 day period is complete.