



Chimp My Site Terms and Conditions 2021

1. Definitions

- 1.1 "Company" means to Chimp My Site.
- 1.2 "You" or "Your" means customer or potential customer.
- 1.3 "Customer" means any company or individual who places an order with the Company for goods and/or services
- 1.4 "Terms" means the terms and conditions.
- 1.5 "Goods" means any items or services offered for sale by the Company.
- 1.6 "Contract" means the acceptance by the Company of an order placed by a Customer. Such acceptance shall occur when the Customer communicates their verbal, written or email confirmation, together with payment of a 25% deposit.
- 1.7 "CMS" means Content Management System and does NOT mean Chimp My Site.
- 1.8 "HTML" means Hyper Text Markup Language.

2. Agreement of contract

- 2.1 It is important that you have read and agreed to the Terms before agreeing to a contract.
- 2.2 All website quotes are valid for 30 days from the date they are either provided automatically by the Company's website, verbally, or sent via another method.
- 2.3 After 30 days the Company reserves the right to amend the details and total of the quote.
- 2.4 Your verbal, written or email confirmation, together with payment of a non-refundable 25% deposit, shall be deemed as a contractual agreement, and shall be taken as your instruction for the Company to undertake work on your website as specified in the quote.
- 2.5 The Company reserves the right to amend these terms at any time in the future to meet any changes to the requirements of business practices and/or legislation.

3. Schedule of work and payment

- 3.1 Following the agreement of a contract and payment of the 25% deposit, the Company shall commence the design phase of the website in consultation with the Customer. The Company will design a concept/mock-up of the website, showing the layout and proposed design. This is usually supplied in PDF format for the Customer to view and consider.
- 3.2 Once the Customer has approved the concept either verbally, in writing or by email, the design is considered finalised. At this point a further 25% of the total cost shall become payable and any subsequent changes to the design are likely to incur an additional charge.
- 3.3 Upon receipt of the second instalment of payment and all required materials and/or information, the Company shall start the code development phase, referred to as the build, using a temporary domain. Once the site has been built, the Customer should check that the site conforms to the agreed design and if not, inform the Company so amendments can be made to make it so (excludes changes to the design itself). Upon satisfactory acceptance of the build, a final instalment of the remaining 50% becomes payable before the website is transferred to the correct domain and is set 'live' on the internet.
- 3.4 The Company is unable to guarantee a completion date of a contract due to the possibility of limiting factors and unforeseen circumstances. However, the Company shall endeavour to undertake contracted work within a reasonable timeframe, providing they are supplied with the required information from the

Customer at an appropriate juncture. The Company cannot be held responsible for delays resulting from the failure of the Customer to hand over information when it is required by the Company.

- 3.5 Should the Customer fail to provide the Company with outstanding information when it is required, the Company will be unable to continue with the work and will turn its focus to other projects. This may result in additional delays to the Contract due to the nature of the Company's workload.
- 3.6 Once the website has been paid in full and formally handed over to the Customer, any future amendments to the website that cannot be carried out by the Customer via the CMS shall be chargeable at the Company's standard hourly rate, details of which are available upon request.
- 3.7 From time to time the Customer may come across new features on the CMS which may not function on their own website. Sometimes these functions can be activated for an additional charge, and the Customer should contact the Company to discuss further if required.

4. Cancellation

- 4.1 The Customer has 7 days from the agreement of the Contract to decide not to proceed and cancel the Contract.
- 4.2 Cancellation of the Contract within the 7 day period set out in section 4.1 above will result in the Customer's loss of the 25% deposit, and no further charges will be payable.
- 4.3 The Customer must notify the Company of cancellation of the Contract verbally, by email or by post within the 7 day period set out in section 4.1 above.
- 4.4 Should the Customer cancel the Contract after the 7 day cancellation period, the Customer shall be liable for all payments made up until such time that they notify the Company of the cancellation of the Contract verbally, by email or by post.
- 4.5 The Company will write to the Customer to acknowledge the cancellation of the Contract. Any material already received by the Company for use in the creation of the website will be returned to the Customer.
- 4.6 In the event of the cancellation of a Contract by the Customer, no payments shall be refunded to the Customer by the Company, and no Goods shall be due to the Customer by the Company.

5. Website design

- 5.1 All websites are designed to meet W3C validation standards, and where possible are designed to the Customer's specification.
- 5.2 It is the Customer's responsibility to ensure that the website and the workings of the content comply with all online trading regulations and legislation.
- 5.3 It is the Customer's responsibility to ensure that the workings of the content comply with any future changes to trading regulations and Laws, including but not limited to data protection, accessibility and data selling regulations.

6. Rights and responsibilities

- 6.1 The Company will design and code the website, and provide and maintain a content management system (CMS) licensed for use by the Customer, as per the details set out in the quote provided. Following satisfactory completion of the site and the receipt of full payment, the website will be handed over to the Customer, at which point the Customer assumes responsibility to update, maintain and edit the content of the website, unless the Company has been specifically been contracted to do so. The Company shall have no rights or responsibilities in any on-going consultative role, other than reasonable technical support as set out in section 6.3.
- 6.2 The Customer shall be responsible for the procurement and purchase of any required domain names. The Company shall assume no rights over the domain name/s, nor shall it bear any responsibility relating to said domain/s; including but not limited to any renewal requirements and associated charges, administration charges or business interruption in the event the domain/s be suspended at any time.
- 6.3 The Company agrees to provide the Customer with website hosting, reasonable technical support and, where applicable, the CMS for an annual charge. Hosting is provided with one of the Company's approved hosting companies, which have been selected for their good service and proven track record. For a variety of reasons, including copyright issues, logistical support and costs, 3rd party web hosting at the Customer's discretion is not permitted and there shall be no exceptions to this rule. The first annual fee is payable upon satisfactory completion of the Contract as part of the final instalment of payment, and annually thereafter on the renewal date. The renewal date is determined by the creation date the hosting account, not the date of delivery of the completed website.

- 6.4 The Company will never require the Customer to advertise the Company on their website in any way, shape or form unless previously agreed. Websites are always delivered with a small link to the Company in footer. This link enables the Customer to contact the Company directly should they need to; however the Customer may request removal of this link at any time.
- 6.5 The Company reserves the right to change hosting company or increase the annual hosting fee at any time, giving the Customer a minimum of 14 days' notice. Any changes to the annual fee will be effective at the next annual renew date.
- 6.6 Advance notification that annual hosting fees are due will be sent via email. Annual hosting fees MUST be paid by the Customer on or before the renew date. Should the hosting renewal fee not be paid on or before the renewal date, the Company reserves the right to take appropriate action as follows: In the event that the hosting renewal fees are not paid within 30 days following the renewal date, the Customer's account will be suspended, resulting in the website and email services becoming temporarily unavailable. Following payment of the outstanding hosting charges in full, the website will be restored by the Company within 24 hours. In the event that the hosting charges have still not been paid within a further 30 days, the Company reserves the right to remove the website from its server's altogether, and will not be held responsible for any temporary or permanent loss of data and income. Should the Customer require the website to be reinstated after it has been removed from the Company's servers, a charge of £250.00 will be payable by the Customer, in addition to payment of the outstanding hosting charge.
- 6.7 The Customer has the right to cancel the hosting agreement, at any time, by giving at least 30 days' notice in writing. In the event of cancellation, a static copy of the website, including all graphical, textual, database and front-end website code can be supplied for an administration charge of £250.00. IMPORTANT: Note that this does not include a copy of the CMS, meaning the Customer will no longer have the ability to update, maintain or manage their website using this method.
- 6.8 The Company cannot be held responsible or liable for any losses, loss of business, sales, revenue, profits, compensation indirect or consequential or any other special loss caused by the malfunction, unavailability, or interruption of the website hosting service. The Company will notify the Customer of any scheduled server down time of which they have been made aware. Such events do occur from time to time, usually for routine improvements or maintenance.
- 6.9 The Company will supply all usernames, passwords and other website related security information in PDF format under the title of 'Configuration Document'.
- 6.10 The Configuration Document is intended for information purposes only and contains highly sensitive information which MUST be kept secure at all times by the Customer. The document allows access to the website's control panel, database, source code, webmail, email and hosting accounts. With the exception of the CMS and email accounts, the passwords provide access SPECIALIST AREAS and should not be accessed without first consulting the Company. The Company cannot be held responsible for any changes or damage caused to the website by the Customer or a third party using the information contained in the document. Should the Company be required to repair any such damage a charge will be made at the standard hourly rate (rate available on request).

7. Copyright

- 7.1 The Company retains all rights to the intellectual property of all aspects of the website design, graphics, photographs and programming code until the agreed charges set out in section 3 have been paid in full and cleared by the Company's bank.
- 7.2 Once the website has been finalised, agreed and full payment has been made, the Customer shall retain full copyright and ownership of the website logos, graphics, layout, HTML code and content for websites which have been supplied WITHOUT an underlying CMS.
- 7.3 For websites supplied WITH a licensed CMS ("W3 Web Manager", "DevCMS", "HCMS" or "Chimp My Site" branded CMS), copyright and ownership of the website logos, graphics, layout, static HTML code and content remain with the Customer. If the Customer decides to remove the website from the Company's servers for hosting elsewhere, the Company will, for a fee of £250, supply a static HTML version of the website layout, graphics and content only. For large e-commerce websites, example category and product page layouts can also be supplied. It should be noted that an HTML version DOES NOT include any dynamic code therefore various aspects of website functionality and the ability to edit the content via the CMS will be lost.
- 7.4 The Company retains full intellectual property rights, copyright and ownership of the licensed CMS code, its content, functions, layout and graphics.

- 7.5 No source code, manuals, certificates or other documentation are generally supplied unless specifically agreed in the quotation or other documented agreements. Some supporting documentation, where it exists, is supplied through the Company's website or in PDF form.
8. The Customer's copyright responsibility
- 8.1 It is the Customer's responsibility to ensure that all materials supplied, including but not limited to graphics, photographs, text, logos, company or business name, trademarks, music files, audio and video, have been checked or researched and are not used by anyone else, nor infringe anyone else's copyright or intellectual property rights.
9. Policy on materials used
- 9.1 The Company does not take responsibility for any copyright infringements caused by, but not limited to, graphics, photographs, text, logos, company or business name, trademarks, music files, audio and video which have been submitted by the Customer. The Company reserves the right to refuse any material of a copyright nature unless proof of permission to use such materials is supplied.
- 9.2 The Company will refuse to use material of any illegal or inappropriate nature in the website design. Examples of such materials include, but are not limited to, adult content (including pornography), racist, lewd, obscene or otherwise offensive material.
- 9.3 Should the Company or host company deem any content offensive as set out in section 9.2 above, they reserve the right to remove such material from the website, subject to the host company's terms and conditions, a link to which can be provided by the Company upon request.
- 9.4 The Customer accepts full responsibility for all materials supplied and absolves and indemnifies the Company of any liability in the use of the material used to create the website. The Customer shall assume full responsibility for any violations and/or legal action which may arise at any time in the future.
10. Use of Images
- 10.1 Images supplied or produced by the Company or a third party shall be obtained from licensed sources, or sourced as free from copyright restrictions.
- 10.2 The use of the images supplied by the Company is strictly website use only.
- 10.3 Should the Customer wish to use an image for any other purpose, including but not limited to publicity, brochures, posters, advertising or any sort of printed publication, the Company should be consulted to ensure that the images are permitted for such use. The Customer accepts full responsibility should they use images for any purpose other than the website, and absolve and indemnify the Company of liability in the event of legal action which may arise at any time in the future.
11. Liabilities
- 11.1 The Company cannot be held liable for any costs incurred or loss of earnings whilst the Contract is in progress.
- 11.2 The Company cannot be held liable for the costs for or arising from any subsequent work undertaken on the website by a third party or agent on behalf of the Customer.
- 11.3 The Company cannot be held liable, nor involved in any dispute between a third party agent and the Customer or website owner.
12. Contingency Plan
- 12.1 In the event of an emergency seriously affecting the operation of the Company, the Company has a contingency plan in place to ensure that the Customer continues to receive full on-going technical support as set out in these Terms. An up-to-date copy of the contingency plan is available upon request, and may be subject to change at any time.
- 12.2 The Company cannot be held responsible for any reasonable interruption to business should the contingency plan be invoked.

13. Succession

- 13.1 Should the Customer wish to sell or give away their website at any point in the future, the Customer shall be liable to pay the Company the sum of £250 to cover the technical and administrative costs associated with the transferral to the new owner/s. The payment shall cover the cost of a 2 hour CMS training session for the new owner/s (taken in one session), the issuing of new passwords and the supply of a revised configuration document. Access to the CMS and revised configuration document will not be provided until payment has been received and cleared by the Company's bank.
- 13.2 Any additional training and/or adjustments to the website requested by the Customer or new owner shall be chargeable at the Company's standard hourly rate, details of which are available upon request.
- 13.3 The Company shall not be available in any consultative role with regards to the sale and/or operation of the business or website, save for the rights and responsibilities set out in these Terms.
- 13.4 Upon transferral of the business a new owner, the new owner shall assume all rights and responsibilities for the website, as set out in these Terms.