

## General Terms and Conditions

### 1.1 Definitions:

“**Consumer**” shall have the meaning ascribed in section 12 of the Unfair contract Terms Act 1977.

“**General Terms and Conditions**” refer to these terms and conditions in this document.

“**we**”, “**us**”, “**our**” or “**ourselves**” refers to the organisation whose name is identified to you on the Website. Please note that because these General Terms and Conditions apply to more than one Web Site, references to “**We**” or “**Us**” in there General Terms and Conditions means the company, partnership, or other organisation that is identified on the home page of the Web Site you were browsing when you were referred to these General Terms and Conditions.

The “**Client**” is the person, company, firm or individual with whom the contract is made.

The “**Company**” is Leyhay Limited or one of its subsidiary companies, managed solely by Leyhay Limited.

The “**visitor**” is the person visiting our website.

An “**external Website**” refers to a website not owned or managed by Leyhay Limited.

The “**Contract**” means the agreement between the Client and Company for services and/or the sale of services. All written and oral statements or representations are superseded by the contract, unless inclusions or exclusions of these terms are specifically altered in writing by the Company.

“**Services**” relate to, but not limited to, Website Design and IT related services.

For further details on this or any other queries, including viewing our company group, contact ourselves by visiting our website. Website : [www.leyhay.com](http://www.leyhay.com)

Leyhay Limited, Company Reg : 09277717.

**Contract (Website Design Services):** Having received a verbal or written brief from the Client, RB Websites will produce a quotation detailing the work to be carried out, which will become the basis of the Contract. The Contract shall not become binding until such a time as the Client returns a signed confirmation. RB Websites will only carry out the work where a signed Contract has been received. RB Websites reserves the right to amend the Contract and the original quotation if the Client changes the content and specifications contained in the original Contract. The Client agrees to be bound by these alterations to the Contract and revised quote. RB Websites will not carry out work for any client who is under 18 years of age. By signing the Contract, the Client accepts and agrees to be bound by the terms contained therein. RB Websites, A Leyhay Limited Company.

**Contract (Following a link from our website(s) to an external website:** Once the visitor has clicked on a link that takes the visitor to an external website, not owned by Leyhay Limited or Subsidiaries, our General Terms and Conditions are no longer valid and the visitor should refer to the Terms and Conditions displayed on the external website.

**Copyright & Content:** The Client must own copyright, or have Rights of Usage, of all artwork, trade names, photographs and other materials supplied to us. The Client shall

indemnify us against any costs whatsoever in connection with the ownership of copyright, Rights of Usage or content. The Client shall have full liability for any consequences appertaining to the content of the site as long as the site reflects the Client's instructions to us. The Client is liable for any reasonable legal costs incurred by us caused by the content supplied by the Client and agrees to indemnify us for any awards made in a court of law. We will not at any time be responsible for any of the material supplied by the Client in regard to copyright, errors or omission's faults or subsequent damages. This also includes material supplied by software, discs or electronic transfers if supplied by the Client to us for publishing on the web. All materials supplied to us for inclusion in the website remain the copyright of the Client. All design, graphics and programming produced by us will remain the property of Leyhay Limited for the duration of the web sites existence and shall not be modified or reused by any third party or associated business, unless otherwise agreed or express permission from us has been given. If any infringement of copyright occurs with the knowledge of the Client, then the Client must inform us immediately upon becoming aware of the breach. We reserves the right not to publish on the web any content which it deems as being indecent, obscene or offensive towards others.

**The Website Design Process:** The design process includes website design, website redesign, logo design and rebranding. We commit to make work available on the internet at all times during the design process. The Client agrees to use this to review the work in process. Copyright for all content supplied or created by us remains the property of Leyhay Limited at all times. When the Client has agreed the design proof then any alterations will be considered to an amendment to the Contract and the original quotation may be changed. All design modifications must be confirmed in writing by the Client. On completion of the Client's site, the Client must accept completion by email to the same email address that quoted for the work. An invoice will be issued with payment terms of 30 days from date of invoice unless previously agreed differently. We will upload the Client's web site to the domain location and transfer the site's ownership and title to the Client. The Client agrees to make available all materials required to complete the site to the agreed specifications within 30 days of the design proof being approved. The time between design proof approval and receiving these materials will be added onto the deadline for the project. We will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines. We will not be liable for costs incurred, compensation or loss of earnings due to the work carried out on behalf of the Client or any of the Clients' appointed agents. After completion of the web site, the Client will then be responsible for the updating and maintenance of their site until a Web Site Management agreement has been signed.

**Payment:** Payment will be payable to Leyhay Limited via bank transfer unless previous agreed otherwise. Payment details can be found on the invoice. All payments will be required once the Client approves the design proof in writing. This amount will be stipulated in the quotation. A pre design deposit payment may be requested, which will be mentioned on the quotation. Payment of the remaining money is due when the Completion acceptance is received. On receiving the remaining balance we will then upload the Client's site to the

domain location. All payments should be made within 30 days of the invoice date, unless different terms have been previously agreed. Any invoices remaining outstanding for periods in excess of 30 days will attract interest at the rate of 2% per day. Once we have received written design proof approval then a cancellation fee of 50% of the remaining cost will apply if the Contract is terminated through no fault of ourselves. If the Web Site content has not been received by us within 30 days of design proof approval, then the Client will be invoiced for 50% of the remaining balance. All quotations given are valid for 60 days, after which we reserve the right to change them. Hosting and/or Domains will be invoiced separately at some time between design proof approval and completion. Hosting will not be arranged until payment for this service has been received. We will undertake requested updates to the Clients web site at a reduced chargeable rate. These updates shall be charged at either a fixed rate or hourly rate dependent upon work quantity. All payments should be made within 30 days of the invoice date.

**Domain Name & Hosting:** We purchase domain names and hosting services from a third party provider on behalf of the Client. The domain names and hosting packages will remain in the name of ourselves and remain leased by ourselves via the hosting/domain company. We use the Terms and Conditions relating to these services from the third party service provider. These terms and conditions can be supplied if requested. We have no input in to the running of the third party hosting company and therefore will accept all risks in regard to solvency and performance of these third parties and take no responsibility with their outcome. The third party is solely responsible for the services. We purchase the Client's domain name and hosting services in good faith and will not be responsible for any claims, damages, penalties and expenses arising from third party allegations that the registered domain name infringes any rights owned by such third parties. Whilst we endeavour to optimise the Client's site for search engine inclusion and ranking, it cannot be held responsible for poor ranking or non-appearance as this is at the sole discretion of the third party search engine provider. If the client would like to manage their own services, we will provide assistance in the purchasing procedure.

**Third Party:** Any website owned by Leyhay Limited or any of Leyhay Limited subsidiary companies, which contain hyperlinks to web sites operated by parties other than us. Such hyperlinks are provided for reference and convenience only. We do not control such Web sites and are not responsible for their content. We do not necessarily endorse any of the material on such Web sites, or have any association with their operators.

All offers and promotions referenced on the Site were correct and valid at time of publication but may be subject, without notice, to change and/or cancel at the discretion of the individual operators and promoters.

Users further acknowledge that use of any Web site controlled, owned or operated by third parties is governed by the terms and conditions of use for those Web sites and not by Leyhay Limited General Terms and Conditions. Users access these third-party sites at their own risk. All trademarks appearing on this site are the property of their respective owners.

We have full permissions from all third party companies to promote using their content and creatives, such as logo, advertising banners and outgoing links.

In no event will we or any person or entity involved in creating, producing or distributing the site, be liable for any damages including, without limitation, indirect or consequential damages, or any damages whatsoever arising from use or loss of use, data, or profits, whether in action of contract, negligence or other tortious action, arising out of or in connection with the use of the site. Nothing in these Terms shall limit our liability for death or personal injury caused by our negligence or the negligence of our employees or agents. If any of these Terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and the remaining Terms shall survive, remain in full force and effect and continue to be binding and enforceable. These Terms shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England and Wales.

**General:** We reserve the right to waive any of these terms on an individual basis. This does not, however, affect the validity of the remaining clauses or mean that we have to waive the same clause in the future. This contract should be construed in all aspects as an English contract and in conformity with the English Law.

**Cookies:** Cookies are small data files that are stored locally on your computer and which enable us to tailor your experience in using the Website. Accounts and password information may be stored in cookies. The Website uses cookies, and you are deemed to consent to the use of cookies by using the Website. You can turn off the use of cookies in your Web browser. Please consult the help files for your browser for more information. We will never share any information collected with any third party.

### **Terms and Conditions Liability Waiver**

We make on-going good faith efforts to obtain the most accurate and timely information available, including information about the Internet, the World Wide Web, and about search engines, all of which is subject to frequent and rapid change.

Accordingly, we cannot and do not guarantee the accuracy, timeliness, reliability, or completeness of any of the information found on, downloaded from, or accessed from this website.

The performance of this website and all information contained on, downloaded from, or accessed from this website are provided to you on an "as is" basis, without warranties of any kind whatsoever, including any implied warranties or warranties of merchantability, fitness for a particular purpose or non-infringement of the rights of third parties.

As a visitor to our website, you acknowledge and agree that any reliance on or use by you of

any information available on this website shall be entirely at your own risk. In no event shall we be liable for any direct, indirect, consequential or exemplary damages arising from the use or the performance of this website.

We reserve the right, at its sole discretion, to modify, disable access to, or discontinue, temporarily or permanently, any part or this entire website or any information contained thereon without liability or notice to you.

**Contact:** For further information;

Richard Bateman, Owner, [richard.bateman@leyhay.com](mailto:richard.bateman@leyhay.com)