

## Terms & Conditions

**All services provided by JS Web Services T/A Malvern Websites are subject to the following terms and conditions. Please ensure that you read and understand our terms and conditions before entering into an agreement with us.**

### DEFINITIONS

The following terms and conditions document is a legal agreement between **“JS Web Services T/A Malvern Websites”** (named below as Malvern Websites) and the **“Client”** for the purposes of website design or development.

Section 6 will only apply for Clients using our Domain and Hosting Services. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

### ACCEPTANCE OF WORK

Quotations are valid for 30 days from date of issue.

The Client warrants that they are at least 18 years of age and that they possess the legal right and ability to enter into this Agreement.

An agreement form must be signed by all Clients at the time of submission of work to Malvern Websites, indicating agreement to and acceptance of these Terms and Conditions. A copy of these terms and conditions is available via our website [malvernwebsites.co.uk](http://malvernwebsites.co.uk)

Malvern Websites reserve the right to withdraw from contract at any time prior to acceptance.

## **CHARGES**

Any ad-hoc work is subject to a minimum charge of £25.00 +VAT (if you are not paying a monthly subscription).

Charges for services to be provided by Malvern Websites are defined in the project quotation that the Client receives via email. Malvern Websites reserve the right to alter the quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all website design and development services require an advance non-refundable deposit. If paying for the website monthly there will be an initial payment and then a minimum of 12 monthly payments. Charges for web design work do not cover the release of source PSD or other files associated with the project; if the Client requires these files they will be subject to a separate fee.

## **PERMISSION AND COPYRIGHT**

All pages, images, text and code on Malvern Websites website at [malvernwebsites.co.uk](http://malvernwebsites.co.uk) is copyrighted material.

Clients and any visitors to the Malvern Websites website may not use any of the pages, images, text or code on the website for use on Client's or visitor's own website or to create a website or templates without prior written permission from Malvern Websites.

Copyright of the completed web designs, images, pages, code and source files created by Malvern Websites for the project shall be with the Client upon final payment only.

The Client hereby agrees that all media and content made available to Malvern Websites for use in the project are either owned by the Client or used with full permission of the original authors, for example all graphics and photographs used.

The Client agrees that Malvern Websites may include development credits and links within any code Malvern Websites designs, builds or amends.

The Client agrees that Malvern Websites reserves the right to include any work carried out for the Client in a portfolio of work.

## **MATERIAL**

Malvern Websites reserve the right to refuse to handle:

- Any media which is unlawful or deemed to be inappropriate.
- Any media which contains a virus or hostile program
- Any media which constitutes harassment, racism, violence, obscenity, harmful intent or spamming
- Any media which constitutes a criminal offence or infringes privacy or copyright.

## **DOMAIN NAMES AND HOSTING**

Malvern Websites offers, but is not obliged to offer, domain name registration and hosting.

Until we receive confirmation of registration, we cannot guarantee that the domain name requested will be available for registration.

The domain name is registered in the Client's own name, address and contact details. The Client should be aware that a domain name is registered with a Domain Registrar and as such the Client shall agree to

fully abide by the terms and conditions set out by the Domain Registrar for such services.

The Client agrees that information submitted for registration of Domain names is then available to the general public. However, Clients that are using their website for non-trading purposes may ask for their contact information not to be included.

The Client agrees that if at any time their contact details including email address change, it is their responsibility to inform Malvern Websites and update their contact details. Note, due to charges applied by domain authorities for postal address changes, an admin fee will apply to cover costs.

The Client agrees to pay any domain and hosting fees as soon as agreement has been made (unless this is included in a monthly subscription). Failure to comply with the payment terms may result in the Client's domain name becoming available to another party and/or the website and email services becoming unavailable.

Where hosting is charged separately, Clients will be invoiced for hosting, and any other applicable charges, annually in advance.

As part of our hosting fees Malvern Websites will automatically renew the domain name at the end of the registration period. This renewal process will continue indefinitely until such time that the Client decides they no longer require the domain/our services, or they wish to transfer the domain to another host.

The Client may cancel their web hosting contract, or transfer to a different hosting supplier at any time, provided their account is fully-paid up to the end of the hosting contract.

The Client should provide 30 days written notice of their wish to cancel the hosting contract. If the hosting is cancelled at the start of a new calendar month the hosting fee for that month will still apply.

It is the responsibility of the Client to cancel any standing orders they have in place for hosting or other services. We have no control over standing order mandates and do not offer a refund for monthly payments received after cancellation of the service.

If the Client already has a domain name and hosting with another supplier the Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account which Malvern Websites requires to upload the website if required as part of a project.

Malvern Websites reserves the right without notice to cancel, reject or refuse work with domain names or hosting services without reason for such rejection or refusal.

The Client agrees to keep secure any identification, log ins, passwords and other confidential information relating to their account, if they have been supplied with such information. The Client is personally responsible for the use of their account and the secrecy of their password. The Client must also inform Malvern Websites immediately if someone steals their password or if they find someone else is using their ID. The Client agrees to co-operate with Malvern Websites and the police or other appropriate authorities concerning any legal action taken arising from the misuse of the Customer's account by anyone else.

We carry out regular monthly off site backups of all sites that are hosted with us as part of our hosting service.

Websites with a backend database and/or content management system are at risk of being hacked. Whilst it may be possible to roll back the site to a

backed-up version prior to the attack we cannot guarantee this. Therefore, we strongly recommend that all sites with a CMS also have annual maintenance in place (if not covered by a monthly subscription) so that the software can be kept up to date and any potential hacking issues can be resolved to avoid the site being hacked.

There is a charge for restoring a website that is broken as a result of client and/or third-party web developer changes.

## **PROJECTS**

Additional work requested by the Client which is not specified in the original quotation is subject to an additional quotation by Malvern Websites on receipt of specification. If the work is needed as part of an existing project, then this may affect the timescale and overall delivery time of the project.

It is important that the Client communicates their ideas to Malvern Websites clearly, concisely, and in a timely manner.

The target completion date is a mutually agreed date for completion of the website (typically within 4-6 weeks of the agreement date). It is important that the Client ensures that they devote some of their time to the project to produce initial information, review progress, and thus ensure that the project proceeds unimpeded.

During the project timeline, Malvern Websites will require the Client to provide website content i.e. text, images and where applicable movies and sound files. Text content should be proof-read and error-checked by the client.

If content is not provided within eight (8) weeks from the original email request and/or the target completion date has passed then the Client is

considered to be in default of the commission, the project may be terminated, and the Client sent a final invoice for immediate payment. Malvern Websites will agree, at their discretion, to recommence the commission provided the original fees have been paid.

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (typically via email) and that all photographs and other graphics will be provided electronically in .gif, .jpeg, or .png format. Although every reasonable attempt shall be made by Malvern Websites to return to the Client any images or material provided in hard format for use in creation of the Client's website, such return cannot be guaranteed.

All alterations for website projects are to be requested by the Client via email. After the specified alterations have been completed, Malvern Websites reserve the right to advise the Client as such and if further amendments are required, Malvern Websites will send a new quotation to the Client for such work. Malvern Websites reserves the right to request payment be received for further alterations before continuing work.

Malvern Websites will provide the Client with opportunities to review the appearance and content of the website during the design phase and once the overall website development is completed.

The Client agrees that any web page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of code by internet browser software. Malvern Websites agree to match the design as closely as is possible when building the code.

Upon completion of an agreed design the Client is asked to confirm (by email) that the design is signed off as complete and agree that any further design alterations are chargeable.

Upon completion of site development, the Client is asked to confirm (by email) that the site is signed off as complete. Any additional layout changes requested after this point will incur additional charges.

After site completion, a Client or a third party of their choosing may wish to edit their website code themselves to make updates. However, the Client agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the code themselves. If the Client or a third party of their choosing edits the website code and this results in functionality errors or the page displaying incorrectly, then Malvern Websites reserve the right to quote for work to repair the website.

In the case of logo design, once the logo has been completed and paid for in full and the files handed over to the client it is the client's responsibility to keep a backup of the files. Malvern Websites will keep a backup of logo files only for current web clients who have web hosting with us or for a period of 12 months after the logo was completed.

All communications between Malvern Websites and Client shall be by telephone or email, except where agreed at Malvern Websites' discretion.

## **WEB BROWSERS**

Malvern Websites shall make every effort to ensure sites are designed to be viewed by the majority of visitors. Sites are designed to work with the main browsers - Chrome, Edge and Mozilla Firefox latest releases. New layouts are tested with older browsers to ensure as much compatibility as possible.

Client agrees that Malvern Websites cannot guarantee correct functionality with all browser software across different operating systems.

Clients agree that after handover of files any updated software versions of the main browsers - Chrome, Edge, Internet Explorer and Mozilla Firefox thereafter may affect the functionality and display of their website. As such, Malvern Websites reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

### **SEARCH ENGINE SUBMISSIONS**

Following the publication of the website Malvern Websites will submit the website to a number of search engines including all of the major search engines such as Google. However, it can take it can take a number of weeks for a website to appear in the search results. Malvern Websites endeavours to create pages that are search engine friendly, however, Malvern Websites gives no guarantee that the Client will receive top level rankings for their website, although we will use our knowledge and experience to gain the best results possible.

If the Client is interested in further promoting their business and website Malvern Websites can offer enhanced SEO work for an additional fee.

### **PAYMENT TERMS**

All prices are subject to VAT at the standard rate of 20%.

For any new design or development projects, Malvern Websites require a 25% deposit payment or the set up of a monthly subscription in advance of the work being carried out and before handover of files, except where agreed at Malvern Websites' own discretion.

Malvern Websites offer monthly paid websites with a minimum term of 12 months.

The Client may request that Malvern Websites cancel a project. This request must be made in writing (preferably via email). The project is cancelled only if Malvern Websites confirms work has not been started on the project. If Malvern Websites has begun or completed the work and the Client no longer requires the files but has agreed to the work, the Client remains obliged to pay Malvern Websites for the work that has been carried out.

Invoices will be provided by Malvern Websites upon completion of the work for Web Design and any associated services. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. All invoices must be paid in full within 14 days of the invoice date, except where agreed at Malvern Websites' own discretion. Annual hosting invoices are normally sent approx. 30 days before the current hosting expires and they should be paid before the current hosting period ends.

Payment for monthly paid websites should be made using GoCardless (a link will be provided to set up payment). For ad-hoc services payment can be made by bank transfer (BACS).

Accounts that remain unpaid thirty (30) days after the date of the invoice will attract statutory interest' (8% plus the Bank of England base rate for business-to-business transactions) and in addition may attract a further £40 late payment fee to cover any associated costs incurred recovering the debt. This is in accordance with the current HMRC regulations.

Malvern Websites reserves the right to decline further work on a project if there are invoices outstanding with the Client.

Malvern Websites reserves the right to remove their work for the Client from the Internet if payments are not received.

## **LIABILITY AND WARRANTY DISCLAIMER**

Malvern Websites will not be liable in respect of any losses arising out of any event or events beyond our reasonable control.

Malvern Websites will not be liable in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

Malvern Websites will not be liable to in respect of any loss or corruption of any data, database or software.

Malvern Websites will not be liable to you in respect of any special, indirect or consequential loss or damage.

Malvern Websites reserve the right to carry out normal system housekeeping such as creating backups but DO NOT accept responsibility for ensuring said backups work - the Customer's data security is their own responsibility.

The Client agrees that it is their responsibility to comply with Internet and copyright law.

## **INDEMNIFICATION**

The Client hereby indemnifies Malvern Websites and undertakes to keep Malvern Websites indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by

you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, Malvern Websites may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## **VARIATION**

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version.

## **ASSIGNMENT**

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

## SEVERABILITY

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## LAW AND JURISDICTION

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of England and Wales.

**Last updated: September 2025**

**We advise you to print and keep safe a copy of these Terms and Conditions.**