

Definitions

“We”, “Us”, “Our”: Beachshore Design Limited, of St Augustine's Business Centre, 125 Canterbury Road, Westgate-on-Sea, Kent CT8 8NL.

“You”, “Your”, “Holder of the Account”: The company or individual who has contracted Beachshore Design Limited to provide a service or services.

“Services”, “Service”: The service or services to which you have contracted us. These include, but are not limited to, website design, website development, database application development and maintenance, website and email hosting and support, domain name registration and hosting, search engine optimisation, website audits and photography.

“Account”, “Accounts”: The Services may comprise one or more Accounts, whether these are unique Accounts for accessing your website, database or email hosting Services.

“Computer equipment”: The computer equipment used to connect to our hosting or email service, including but not limited to PC computers, mobile phones or tablet devices.

By placing an order with us you confirm that you are in agreement with and bound by the terms and conditions below. These terms are subject to change without prior notice. While we will deliver notice of changes or updates to these policies, it is the Client's responsibility to check our website for any updates or changes. Refusal to accept these Terms and Conditions will result in no Services from our website being able to be ordered. Our Data Processing Agreement under the UK General Data Protection Regulation (UK GDPR) forms part of these terms and conditions.

1. Quotations

1.1 Quotations made are valid for a period of 60 days and are based on our understanding of the scope of work agreed with you. The quotation is subject to amendment at any stage if you request later alterations or additions to the scope of the work.

2. Website Development

2.1 For new customers, unless otherwise stated, a deposit of 30% of the agreed development price is due at commencement of the project, with the balance due in accordance with the payment terms detailed with the quotation.

2.2 Website design proposals are submitted to you for approval prior to any development work taking place. Your approval of the design proposals, whether verbal or written are taken as acceptance of the design and any changes to the design layout after the website development has commenced may be subject to further fees from us to reflect the additional work.

2.3 Website functionality will be delivered to you as agreed within the quotation. Any changes in this functionality or requests from you for additional functionality may be subject to an additional development fee.

2.6 Whilst we endeavour to ensure that the website scripts or programs are free of errors, we cannot accept responsibility for any losses incurred due to malfunction of the website or any part of it.

2.7 You are fully responsible for the content of the website and we will not be liable for any costs incurred, compensation or loss of earnings due to disputes over content.

2.8 We retain ownership of all scripts, database and program design within the website until the website has been paid for in full, at which time we pass the ownership and copyright to you.

2.9 You retain all intellectual property rights in the website, and grant us a worldwide, non-exclusive, royalty free licence to use, store and maintain the material on our servers, and those of our suppliers and publish it on the Internet for the purpose of providing a hosting service to you.

3. Domain Names

3.1 We will endeavour to manage and renew any domain name purchased on your behalf. The domain name is considered your property, for the duration of its registration, and will be transferred to you for no charge upon request, unless any fees for the domain are outstanding, at which point we reserve the right to withhold the domain name from future transfers or renewals until all outstanding fees are paid.

3.2 It is your responsibility to ensure that any domain names managed by you are renewed and controlled appropriately. We accept no liability for any losses incurred due to mismanagement or failure to renew a domain name. We reserve the right to charge an administration fee to resolve any issues caused as a result of failure on your part to manage the domain name correctly.

3.3 We will not be liable in the event that the relevant domain name registry refuses to register the domain name you request, or subsequently suspends or revokes any registration for that domain name.

3.4 The registration of the domain name you request, and its ongoing use, is subject to the relevant domain name registry's terms and conditions of use.

4. Hosting and Support

4.1 We host all websites on secure managed servers, in accordance with our data processing agreement. However, we will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or email.

4.2 Where we have undertaken work on a server not hosted by us, no liability is accepted for losses incurred due to changes or actions taken by either you or a third party which results in loss of the website or service either in full or in part.

4.3 Where fixed price hosting and support packages are defined to include minor website updates, we will complete these requested updates for no additional charge up to the time defined in the hosting and support package. We reserve the right to charge supplementary fees where the website maintenance and updates work exceeds the time defined in the hosting and support package.

5. Search Engine Optimisation

5.1 We will develop and maintain your website to be indexable by Google and the other major search engines where design requirements allow and in accordance with the design decisions made with you.

5.2 Your website's ranking in any search engine for any search term is entirely outside of our control. We will offer advice on potential improvements to your website position, but we accept no liability for any losses incurred due to your website position falling or disappearing from any search engine.

5.3 Where we are supplying an additional paid search engine optimisation service, we will undertake the work agreed to improve your search engine position. As search engine positions (rankings) constantly fluctuate, we accept no liability for any losses incurred due to your website's position falling in the rankings but we will work to review and improve your website's position, for the contracted search terms, for the duration of the period of our search engine optimisation service agreement with you.

5.4 Where we are supplying a search engine optimisation service to you, we will agree a selection of keywords and phrases with you to act as a benchmark for your website in agreed search engines. We will not monitor your website's ranking for any other keywords or phrases outside the agreed selection.

6. Invoicing and Payment

6.1 Payments are due on the date the invoice is issued by us unless other payment terms are detailed on the invoice.

6.2 We reserve the right to withdraw all or part of your Services with us, if, after period of 30 days from invoice date, payment has not been made in full.

6.3 Hosting fees are due as laid out in our payment terms, and are as agreed with you, paid monthly, quarterly or annually in advance. We reserve the right to withhold any support or service in accordance with the payment terms.

6.4 Domain name registrations and renewals will be suspended where payment has not been received within the payment terms of 30 days from the date of invoice. If, by the date of the domain name's renewal, payment has not been received, we will cancel the renewal and accept no responsibility for the loss of the domain name.

6.5 We will send invoices and reminders via email to you unless specifically agreed otherwise. These emails will be considered delivered and therefore read by you the date they are sent.

6.6 We reserve the right to charge a one-off reinstatement fee for any Services suspended or terminated through non-payment. This fee of £150 + VAT will be due in addition to all outstanding charges prior to the Services being reinstated.

6.7 Standard notice period for cancellation of our maintenance contracts is minimum 90 days prior to the expiration date (30 days for contracts paid monthly via standing order, recurring card payment or Direct Debit).

6.8 Our minimum contract term is 12 months, unless otherwise stated for a specific Service.

6.9 We will not issue any refunds for part-used services.

7. Acceptable Use and Responsibilities

- 7.1 We adopt a zero-tolerance policy against the sending of unsolicited email, bulk emailing and spam from email Accounts supplied by us. We may suspend or terminate the mail Account of any user who sends out spam or bulk emailing, with or without notice. Any email Account which results in our IP space being blacklisted will be immediately suspended and/or terminated.
- 7.2 You may not use our Services to knowingly transmit any data containing viruses, spyware or any other harmful computer code designed to adversely affect the operation of computer software or hardware.
- 7.3 We reserve the right to charge the Holder of the Account used to send any unsolicited email, bulk emailing or spam, a clean-up fee or any charges incurred for blacklist removal at our sole discretion.
- 7.4 It is your responsibility to ensure that Computer Equipment used to connect to our hosting or email service is free from computer viruses, spyware, keystroke loggers or any other computer code designed to adversely affect the operation of computer software or hardware, and software running on your Computer Equipment is kept up to date, with the latest security updates applied.
- 7.5 We reserve the right to suspend or terminate any Account which adversely impacts our Service to you or any other customer using a Service.
- 7.6 It is your responsibility to keep secure and not share any access credentials, usernames or passwords supplied by us in order to access your Service. If you suspect any such access credential, username or password to have been compromised, you must notify us immediately. Failure to notify us of any such breach of security will result in the suspension or termination of the Account or Accounts in question.
- 7.7 Unless contracted as a Service, we accept no responsibility to offer support for any issues you encounter with your Computer Equipment. If you request any such support from us, we will charge a fee for the time required to complete this support request.

8. Our Liability

- 8.1 We do not monitor and will not have any liability for your material or any other communication you transmit by virtue of the Services we provide.
- 8.2 Due to the public nature of the Internet, we shall not be liable for the protection of the privacy of electronic mail or any other information transferred through the Internet or via any network provider
- 8.3 No guarantee or representation is given that the Services will be free from security incidents or unauthorised users.
- 8.4 All conditions, terms, representations and warranties that are not expressly set out in these terms and conditions (or the documents referred to in them) are hereby expressly excluded.
- 8.5 We will not be responsible for the following types of losses (in each case whether direct, indirect or consequential) and whether they are caused by our negligence or otherwise:
- 8.6.1 loss of income or revenue.
 - 8.6.2 loss of business.
 - 8.6.3 loss of profits or contracts.
 - 8.6.4 loss of anticipated savings.
 - 8.6.5 loss of goodwill.
 - 8.6.6 loss of software or data.
 - 8.6.7 wasted expenditure (such as pay per click advertising costs).
 - 8.6.8 wasted management or office time.
- 8.6 Subject to these terms and conditions, our maximum aggregate liability under or in connection with the performance or contemplated performance of the Contract, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed 100% of the price you have paid to us for the Services during the 12 months preceding the event giving rise to the liability in question.
- 8.7 You are advised to acquire business interruption insurance, or other appropriate insurance, to protect you and your business in the event of interruption of the services (in particular the hosting service).

9. Deletion of your data

9.1 If you cancel your Services with us, any data held or hosted by us, in relation to those Services, will be immediately and permanently deleted from our systems. This includes, but not restricted to, emails, website content, database content, blogs, images, website statistics and analytics data.

9.2 Accordingly, it is your responsibility to arrange for appropriate copies of such data prior to the cancellation of your Services.

10. Revisions

10.1 We may revise these terms and conditions at any time by amending this document. You are expected to check this document from time to time to take notice of any changes we make, as they are legally binding on you.