

Beachshore Design Limited	t: 01843 310123
St Augustine's Business Centre	t: 0207 127 9232
125 Canterbury Road,	e: office@beachshore.co.uk
Westgate-on-Sea	www: beachshore.co.uk
Kent CT8 8NL	vat: GB 858 3245 02

Definitions

The Client: The company or individual requesting the services of Beachshore Design Limited.

Beachshore: Beachshore Design Limited

By placing an order with the Beachshore 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 Beachshore's website for any updates or changes.

1. Quotations

1.1 Quotations made are valid for a period of 60 days and are based on Beachshore's understanding of the scope of work agreed with the Client. The quotation is subject to amendment at any stage if the Client requests 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 the Client for approval prior to any development work taking place. The Client's 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 Beachshore to reflect the additional work.

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

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

2.7 The Client is 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 Beachshore retains 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 the Client.

3. Domain Names

3.1 Beachshore will endeavour to manage and renew any domain name purchased on the Client's behalf. The domain name is considered the Client's property, and will be transferred to the Client for no charge upon request, unless any fees for the domain are outstanding, at which point Beachshore reserves the right to withhold domain names from future transfers or renewals until all outstanding fees are paid.

3.2 It is the Client's responsibility to ensure that any domain names managed by the Client are renewed and controlled appropriately. Beachshore accepts no liability for any losses incurred due to mismanagement or failure to renew a domain name. Beachshore reserves the right to charge an administration fee to resolve any issues caused as a result of failure of the Client to manage the domain name correctly.

4. Hosting And Support

4.1 Beachshore hosts all websites on secure managed servers. However Beachshore is not 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 Beachshore has undertaken work on a server not hosted by Beachshore, no liability is accepted for losses incurred due to changes or actions taken by either the Client or a third party which results in loss of the website or service either in full or in part.

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4.3 Where fixed price hosting and support packages are defined to include minor website updates, Beachshore will complete these requested updates for no additional charge up to the time defined in the hosting and support package. Beachshore reserves 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 Beachshore will develop and maintain the Client's website to be fully readable in Google and the major search engines where design requirements allow.

5.2 The client's website position in any search engine is entirely outside the control of Beachshore. Beachshore will offer advice on potential improvements in the Client's website position but Beachshore accepts no liability for any losses incurred due to the Client's website position falling or disappearing from any search engine.

5.3 Where Beachshore is supplying an additional paid search engine optimisation service, Beachshore will undertake the work agreed to improve the Client's search engine position. As search engine positions constantly fluctuate Beachshore accepts no liability for any losses incurred due to the Client's website failing to remain at the agreed level but will endeavour to remedy the Client's website position while the additional paid search engine optimisation service is still being supplied.

5.4 Where Beachshore is supplying an additional paid search engine optimisation service, Beachshore will agree a selection of keywords and phrases with the Client to act as a benchmark for the Client's website in agreed search engines. Beachshore are not responsible for the website's ranking for any other keywords or phrases outside the agreed selection.

6. Invoicing and Payment

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

6.2 Beachshore reserves the right to withdraw all or part of the Client's website and or services if, after period of 30 days from invoice date payment has not been made in full. Beachshore will attempt to give notice of this action to the client via email or telephone.

6.3 Hosting fees are due as laid out in Beachshore's payment terms, and are as agreed with the Client, paid monthly, quarterly or annually in advance. Beachshore reserves 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, Beachshore will cancel the renewal and accepts no responsibility for the loss of the domain name.

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

6.6 Beachshore reserves the right to charge a one-off reinstatement fee for any services suspended or terminated through non-payment. This fee of £75 + VAT will be due in addition to all outstanding charges prior to the website services are reinstated.

6.7 Standard notice period for cancellation of maintenance contracts is minimum 90 days prior to the expiration date (30 days for monthly standing order contracts). Minimum contract term is 12 months.

6.8 Beachshore will not issue any refunds for part-used services.