

## GullSoft Web Design and Web Hosting Services Terms and Conditions

1. Once the scope of work has been agreed and client approval has been given this will constitute a contract between GullSoft and the client and will assume that the client has read and agrees with these terms and conditions. Note that a down payment of 50% of the total cost of the work will be required before work can commence.
2. Intellectual copyright for all work done will remain the property of GullSoft until such time as the work has been completed, accepted and paid for in full by the client at which time all intellectual copyright will transfer to the client.
3. It will be the clients responsibility to ensure that all material supplied by the client whatever form it may take (text, pictures etc.) does not infringe any copyright of any third party. GullSoft will accept no responsibility for any such infringement.
4. The client will be responsible for any costs or charges incurred from the registration of any domain names required for the work. The domain names will where possible be registered in the clients' name. Where this is not possible GullSoft will register the names and will transfer them to the client upon request.
5. Although every effort will be made to get the best possible web site rankings and placement for the clients web site these rankings and placements are outside of the control of GullSoft and no guarantees as to web site placement and rankings can be made or will be entered into.
6. If the client wishes to cancel whilst the work is in progress the client will be liable for any costs up until the point of cancellation.
7. If the client wishes to alter the scope of work at any time during the contract then any additional charges will have to be agreed before any changes can be made.
8. GullSoft will not be responsible for any ongoing development of the client's web site after completion unless a separate contract has been agreed to cover this.
9. GullSoft will not be responsible for any future problems with the web site unless they can be attributed to a problem arising from the clients separate web hosting contract with GullSoft
10. Work will completed as soon as possible within the agreed timescales with the customer. GullSoft will not be held responsible for any delay due to circumstances outside of the control of GullSoft or due to relevant information or materials not being supplied by the customer in a timely fashion.
11. Web hosting and email services are provided on a best efforts basis. Although we will make every effort to ensure the availability of these services at all times we

cannot be held responsible for outages caused by failures outside of our control. The customer will be given at least 24 hours notice of any planned outages.

12. Ongoing support for Web sites will be charged for on an annual basis and will be due at each anniversary of the contract.
13. Web hosting fees will be charged for on an annual basis and will be due at each anniversary of the contract.
14. GullSoft reserves the right to terminate a client's web hosting contract at any time if we deem that the client's web site has become too large for us to host satisfactorily. We will endeavour to advise the client as to an alternative solution in these circumstances.

By agreeing to these terms and conditions your statutory rights will not be affected

GullSoft reserves the right to alter these terms and conditions at any time.

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