



TERMS AND CONDITONS OF SERVICE

These Terms and Conditions govern the relationship between WiserWeb Ltd (referred to as 'the Company', 'we' or 'us' and any entity that contracts goods or services from us (the 'Customer' or 'you'). Please ensure that you read these Conditions prior to our instruction and the provision of any service(s). The terms detailed contain important information and are legally binding on both parties.

Within these conditions and at all material times, 'WiserWeb Ltd' 'the company' is registered on Companies House under the address for service namely: Watton Road Farm Watton Road, Hingham, Norwich, Norfolk, NR9 4NN.

Scope

1. These Conditions shall apply to all commercial dealings between the Company and the Customer, and all quotations given, orders accepted, and subsequent contracts shall be subject to them. No other terms, conditions or services whatsoever shall form part of the contract and you accept that this document constitutes the entire agreement between you and us. Any variation to these Conditions shall be valid only if expressly agreed in writing by a Director of the Company.

Purchase of Products and Services

2. You shall be provided with a proposal after an initial consultation, which shall detail amongst other things, all elements of any project we might undertake, costs, dates and timescales.
3. Orders shall be submitted to us by electronic confirmation (preferably email) of the proposal unless agreed otherwise by us. Once we have received your instruction, we will contact you to discuss and confirm key requirements, following which we will prepare and submit to you an 'Order Confirmation', setting out the requirements of your order including the price.
4. The Order Confirmation shall constitute an offer to purchase products and services from us which is open for acceptance by you, and which may be accepted electronically or in writing. Under no circumstances shall the company accept a verbal agreement or arrangement outside the scope of either the proposed terms or Order Confirmation. The offer set out in the Order Confirmation shall be open for you to accept for a period of 30 days from the date in which the Order Confirmation is issued to you, after which time all unaccepted proposals and quotations shall expire (unless we have expressly agreed an alternative process with you in writing).

5. It is your responsibility to ensure that the information detailed within the proposal and in the Order Confirmation are correct before acceptance. Once you have accepted an Order Confirmation you will have entered a legally binding contract with us based on these Conditions.
6. The Company reserves the right to withdraw an offer at any time prior to receiving acceptance from you by giving you written or verbal notice. Further, should the business demands dictate that we are unable to fulfil an order, the company reserves the right to cancel the order with immediate effect, notification of which shall be provided to you in writing.

Pricing and Payment for Services

7. The price for products and services shall be set out in the initial Proposal and then further verified within the Order Confirmation. The proposal shall manifest as a quotation and is valid for a period of 30 days. We reserve the right to alter or subsequently decline further quotations after such period has elapsed.
8. Unless expressly agreed in writing, all website design services require an advance payment of a minimum of 33% percent of the total cost of the project, prior to the commencement of work. An invoice shall be supplied alongside the Order Confirmation. A second charge of 33% percent is required after the development stage. Should the project be delayed by you for any reason, the second stage payment shall be become payable at 90 days after the date of the initial invoice.
9. The outstanding balance thereafter is due upon completion of the work, prior to any upload to our servers or release of materials to you. Should the project be delayed by you for any reason, the final stage payment will be become payable at 180 days from the date of the initial invoice. Once the project has commenced, should it be hindered at any stage by you not producing the required materials upon request, failure to effectively correspond or not providing the requested approval at each stage as needed, as a consequence, payment in full will become due at 90 days from the date of the initial invoice.
10. Acceptable payment methods are by card, bank transfer or PayPal. A link to make card payments shall be attached to your invoice, sent via email. Our Bank details are as follows:

Account Name: Wiser Web Limited

Sort Code: 60-24-52

Account number: 15885607

11. All prices quoted are exclusive of VAT and any other statutory taxes which might apply. These will be added to your invoice at the rate applicable at the time.

12. We reserve the right to amend the price of products or services provided on any accepted Order Confirmation to reflect any actual increases in our direct costs arising as a result of any factors outside our control including, but not limited to, the global Cost of Living Crisis, any increase in the cost of electronic software, materials used in the construction of our products and any other direct or indirect costs including third party services used within our company processes. Any such increase will be added to the price quoted and your invoice adjusted to reflect the increase.
13. If there are any additional expenses accrued during the provision of our services, you shall be notified in writing of the increase. Payment for those additional expenses is to be expressly agreed by both parties prior to the accrual of those expenses. Payment for additional expenses is due immediately and we reserve the right to place any project or service on hold until the balance has been satisfied. Failure to make payments on agreed additional expenses within 7 working days may lead to project termination and the full balance becoming due immediately.
14. We shall provide you with opportunity to review the appearance and content of the website and/or other products during the design phase. An initial design proof is provided as a PDF, JPEG file on an online link to the visuals. Comments and feedback are welcome at this stage and all design changes shall be implemented to that effect, subject to express agreement of the parties in writing. Once the final design is accepted, the website shall be subject to coding.
15. Any changes made after the fact shall be subject to additional charges alongside a revised proposal and order confirmation. The charges will be subjective and dependant on the status of the project and its progression.
16. We shall invoice you for our products at any time following acceptance of the Order Confirmation.
17. Unless clause 18 applies, you must pay all invoices in full, and the funds must be cleared prior to the delivery of the products.
18. In certain cases, we may (at our sole discretion) allow for you to pay for goods at incremental stages or at certain milestones detailed within projects or other provision of services we choose to undertake. Where this is the case, we will agree a payment due date in writing, alongside a schedule of payments in accordance with Proposal and Order Confirmation.
19. The period of time between the construction of the services provided and the payment due date shall be referred to as the 'Credit Period.' The Credit Period shall immediately cease to apply, and all sums shall be payable immediately if you:
 - (1) fail to pay any amount due by the payment date (including in relation to other contracts between you and us) or
 - (2) Become insolvent.

20. You must pay all sums owed to us in full and without any set-off, counterclaim, deduction or withholding of any kind.
21. If you fail to make payment to us at the time when such payment is due and payable in accordance with these terms and conditions, we reserve the right to terminate the contract in accordance with clause 35 and suspend all current and further projects, pertinent to the provision of our services.

Delivery

22. The delivery of our products and services shall differ from project to project and we shall be explicit in our timescales within the initial Proposal and subsequent Order Confirmation. We are realistic with our timeframes and projected project completion dates. You shall not vary the dates or timeframes unless express written permission is granted by us.
23. Depending on the complexity of a product, service, or project, we may have to extend the project completion date or timescale. We shall notify you immediately in writing of any changes. We shall not be liable for any circumstances that have arisen outside of our control or loss sustained by you as a consequence.
24. We reserve the right to impose reasonable additional charges where special arrangements are required in order to successfully complete a project or elements of that project that have taken us outside the remit of the prescribed terms but are necessary to ensure project completion. You shall be notified in advance of any additional charges.
25. You are required to take delivery of any project on the specified day agreed between the parties. If we are forced to retain our products outside of the prescribed dates, we shall invoke a further charge £250.00 per day until custody of the project is undertaken by you. These charges may vary, depending on project requirements and complexity.

Force Majeure

26. The Company shall not be responsible for any loss, damage, cost, detriment or expense whatsoever, however arising if the design and delivery of our products are delayed or hindered by an act of God, governmental intervention or restriction, hostilities, civil commotion, fire, flood, accident, machinery breakdown, strike, lockout, non-delivery of products by the Company's suppliers or third party affiliates, or any other cause or circumstance whatsoever beyond the reasonable control of the Company. On the occurrence of any of these events, we reserve the right to cancel the contract or suspend delivery of our products and services to you.

Risk and Title

27. Except as otherwise set out in these Conditions, all risk in the products and services provided by us shall pass to you upon delivery.
28. If the goods are delivered to you in a manner other than by our own systems or affiliates, the risk shall pass to you at the time our products are dispatched from our systems and/or servers, regardless of whether the alternative delivery was arranged by you or us.
29. Until you pay all outstanding debts that you owe to us, all title to the goods which we have supplied to you shall remain our property. Until you take ownership of your products, you must (1) store them so that they are clearly identifiable and accessible as our property, including passwords and relevant firewall encryption(s) and (2) insure the product against the risks for which a prudent owner would insure such product(s) against namely, holding the products on trust.
30. Notwithstanding clause 29, you shall have the right to use our products and services and thus, use them within the ordinary course of your business where we have agreed a 'Credit Period' with you in writing in accordance with clause 19. This right shall end immediately if you fail to make payment to us by the due date or if you become insolvent, and you must inform us immediately in writing if you otherwise suffer any insolvency event.
31. Where your right to use the goods ends in accordance with clause 30, we shall be entitled to remove electronic software from your servers or business, and you grant us (including any third-party that we appoint to act on our behalf) permission to enter any server or portal where our products and services may be stored:
 - (1) at any time, to inspect the product or services; and
 - (2) after your right to use the goods has ended, to remove our products and services from your servers or applicable operating systems.
32. We further reserve the right to take legal action against you to recover the price of the services supplied where you fail to make payment to us by the relevant due date.

Cancellation

33. Any confirmed order and subsequent payments made, cannot be cancelled unless we have expressly agreed the cancellation in writing.
34. In the event that an order is cancelled in accordance with clause 33 above, you agree to make payment to us for all costs and expenses incurred by us at the time of cancellation in connection with fulfilling your order.

Termination

35. We reserve the right to terminate the contract between the parties and any other relevant contract in whole or in part with immediate effect by giving you written notice where you:
- (1) You have committed a material breach of these conditions and the breach is so severe that it cannot be remedied, or the breach is not remedied within 21 days of receiving notice of the breach.
 - (2) Have failed to pay any amount due by the due date; or
 - (3) Have been subject but not limited to insolvency or bankruptcy proceedings, including the appointment of administrators tasked with undertaking all or any of your assets or income, winding up orders or the inability to pay your debts.
 - (4) Have used our services and by design, manipulated or used our products and services in the course of criminal activity including digital crime, fraud, fraudulent misrepresentation or other associated criminal enterprise.
36. If you wish to terminate the agreement you must expressly do so in writing. Notice provided by other means namely email and telephone shall not be accepted. In the event you terminate the agreement, you shall be invoiced for the work completed including expenses and costs accrued from the date of the initial undertaking. For monthly/rolling contracts, one full month's notice is required in writing. For the avoidance of doubt, where the month has already started, that month, plus one full remaining month must be paid. A month period is deemed to be from the date of first payment, to renewal the following month.
37. In the event that you terminate the agreement, we reserve the right to enforce an additional 15% early termination fee of the total invoice amount, payable immediately.

Severability

38. If any provision or part-provision of these terms and conditions becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

Warranty and Claims

39. There is no warranty given or implied for the production or development of any website including any third-party plug ins, code, custom code, program or any other software used (collectively termed digital resources) in the development, to the extent permitted by the applicable law. Except when expressly stated in writing, WiserWeb, its employees and/or Agents/other parties provide the digital resources at face value

without warranty of any kind, either express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

40. The entire risk as to the quality, performance, suitability, and security of the digital resources lies with the proprietor of the website. Should the digital resources prove defective, you shall assume the cost of all necessary servicing, repair, or correction.
41. We warrant that the good and services provided shall be free from defects upon delivery or at such times you are in receipt and retain custody therein. Given the nature of the industry, occasionally, elements of our work might develop technical difficulties including 'bugs' and other ailments which prevent aspects of our work operating at full and effective capacity.
42. You shall have no claim for shortages or defects unless you notify us within 72 hours upon receipt of delivery and send a written complaint to the company's registered office within 5 working days thereafter. Further, you shall have no claim in respect of any defect which was not abundantly apparent upon receipt of delivery unless you inform us in writing of these defects within 72 hours, save for the provisions detailed within clause 41.
43. If we are notified in accordance with clause 42, you agree to afford us a reasonable opportunity to examine the product or service and thus, carry out a prompt and effective investigation into the complaint. We shall endeavour to respond to the complaint within 7 working days. If we encounter further issues or cannot respond within that timeframe, we shall notify you accordingly.
44. We do not accept liability for any defects arising where there has been third-party interference post-delivery, including developers, software engineers or third-party add-ons, affiliated software, improper storage of our products, installation or a failure to adhere to our instructions pertinent to delivery, use and maintenance.
45. Upon the conclusion of our investigation and should be make findings that our product(s) were defective, we shall at our sole discretion either:
 - (1) Carry out appropriate repairs and/or replace elements of the product found to be defective.
 - (2) Refund the cost of the element that became defective.
46. Our products and services are often bespoke, and we are therefore reliant upon the information you provide to be an accurate reflection of your business requirements. Therefore, we do not accept any liability that in the event the products supplied do not meet the specifications required because you provided incorrect information or simply changed your mind. The literature provided to you in the proposal are working examples for demonstration purposes only and form no part of this contract.

Limitation of Liability

47. We shall not be liable to you for any indirect, consequential loss, damage(s), or further loss arising for any other loss of profits or damage to property, intellectual or otherwise.
48. We shall not be liable for any loss incurred by any client or third party in connection with our development services or in connection with the use, inability to use, or that results from the use of our development services, including third party plug-ins, custom coding, updates, our maintenance services, or any websites linked to it, materials and/or literature posted on it.
49. Our total liability to you shall not exceed the price in which you have paid for our services.
50. For the avoidance of doubt, these Terms and Conditions do not seek to restrict or limit liability for:
 - (1) Loss or damage caused by negligence.
 - (2) Fraud or fraudulent misrepresentation.
 - (3) Other losses which cannot be omitted by the law in England and Wales.

Indemnity and Insurance

51. You shall indemnify us from and against any losses, damages, liability, costs (including legal fees) and expenses which we may suffer or incur directly or indirectly from your breach of any of your obligation(s) set out in these Conditions.
52. You shall have in place contracts of insurance with reputable insurers to cover your obligations under these Conditions. On request, you shall supply (so far as is reasonable) evidence of the maintenance of the relevant insurance and its terms from time to time as applicable.

Failure to Provide Essential Information

53. Prior to the commencement of the project, the Proposal shall detail all the pre-requisite information required to complete the project. Often and throughout the course of a project, we shall require information essential to progression which may include but are not limited to: third-party account information, usernames, passwords and security answers. In addition, and often at a later stage, we may encounter elements of a project which require the aforementioned information.
54. Failure to provide that information at any stage shall lead to an immediate hold of the project. Should you fail to provide such information within 5 working days from the date of request and without reasonable excuse, we reserve the right to terminate the project with the total balance becoming due immediately.

Viruses, hacking, and other offences:

55. You shall not misuse our hosting services by knowingly introducing any of the following: viruses, trojans, worms, logic bombs or other material which would be categorised as malicious or harmful. You must not attempt to gain unauthorised

access to our hosting services, the server on which your site is stored, or any server, computer or database connected to our hosting services or used in the provision of our services. This includes orchestrating access to our site via a denial-of-service or a distributed denial-of-service.

56. If you are found to be in breach of clause 55, you shall be committing a criminal offence pursuant to the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them, the submission of evidence and further information to secure a successful prosecution. In the event of such a breach, your right to use our site shall cease with immediate effect and we reserve the right to take robust, proportionate, and proactive action in tow.
57. We will not be liable for any loss or damage caused by any denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our hosting services or to your downloading of any material posted on it, or on any website linked to it.

Access Requirements

58. If your website is installed on a third-party server, we must be granted temporary read/write access to your storage directories which must be accessible via FTP (File Transfer Protocol) or other means as requested. Depending on the specific nature of the project, other resources might also need to be configured on the server, or on third-party platforms as necessary for the project build and subsequent bug testing. Access must be freely available on request. During testing, we expressly reserve the right to use third-party affiliate programmes and software to ensure reliability and to safeguard against bugs and other software ailments. You shall be notified in advance of the products used for testing and you must notify us immediately if you do not wish to proceed. We shall not be liable for any loss resulting in the use of such software.

Standard Media Delivery

59. Unless specifically detailed within the project proposal, any text you provide shall be in electronic format (via e-mail or upload to a cloud platform). Photographs and other graphics shall be provided electronically in .GIF, .JPEG, .PNG or .TIFF format.

Web Browsers

60. We shall make every effort to reasonably ensure that our websites are designed to be viewed by everybody. Our websites are designed to work with the most popular and current browsers (Firefox, Google Chrome etc). For the avoidance of doubt, we no longer support Internet Explorer. You therefore agree that we cannot guarantee functionality with all browser software across different operating systems.
61. We cannot accept liability for web pages which do not display in the correct format, in newer versions of browsers released after the website has been designed and returned to you. As such, we reserve the right to re-evaluate our quotation for any

work involved in changing the website design or code for it to work with updated browser software. You shall be notified immediately of any changes and/or charges.

Copyright

62. All drawings, designs, images, and use of our intellectual property supplied by us to you are supplied with the strict understanding that copyright shall remain vested in the company and that the contents of that material are confidential. You further agree that express written consent is required for such information to be disclosed or distributed to any third party or affiliate.
63. In the event that you provide sensitive or copyright information to us such as files and graphic logos, you shall retain the copyright to that literature at all times. By providing that information, you hereby grant express permission for us to publish and use such material within the remit of the prescribed terms and contract between the parties.
64. You must obtain permission and rights to use any information or files that are copyrighted by a third party. You are further responsible for granting us permission and rights for the use of the same and you agree to indemnify us from any and all claims resulting from your negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by you to us that all such permissions and authorities have been obtained. Evidence of such permission may be requested.

General

65. Our contract with you shall be governed in accordance with the law in England and Wales. Therefore, any disputes arising out of contract or otherwise, shall be subject to the jurisdiction of the Courts of England and Wales.
66. We take data protection and privacy seriously. To find out how we use and share your information, please see our privacy policy.

WiserWeb Ltd
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