CompleteWeb

Everything you need to succeed online



Terms of Business (General)

Our terms and conditions of business

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Fresher & Prosper Ltd (company number 08414269) trading as CompleteWeb.

Registered address: Staffordshire House, Beechdale Road, Nottingham, England, NG8 3FH

Correspondence address: 112 Charnwood Lane, Arnold, Nottingham, England, NG5 6PG

The following terms and conditions apply to all services, including website development and design services, (the **Services**) provided by CompleteWeb to the Client, in conjunction with any relevant quotation provided to the Client by CompleteWeb, unless otherwise agreed in writing.

Acceptance of a quote, purchase and/or use of the Services shall be considered acceptance of the Terms.

1. Charges

Charges for the Services are defined in the project quotation that the Client receives from CompleteWeb via email or in writing. Quotations are valid for a period of 30 days. CompleteWeb reserves the right to alter a quotation or decline to provide the relevant Services after expiry of the 30 days.

Unless agreed otherwise with the Client, all website design services require an advance payment of a minimum of thirty three (33) percent of the project quotation total before the work commences. A second payment of thirty three (33) percent is required after the client review and design sign off stage, with the remaining percentage of the project quotation total due upon completion of the work, prior to upload to the server or release of materials.

The Client agrees to reimburse CompleteWeb for any additional expenses necessary for the completion of the work. Expenses may include (but are not limited to) purchase of domain names, special fonts and stock photography.

We do not charge VAT at this time.

2. Invoicing and payment

CompleteWeb shall submit invoices in line with the timescales above. Invoices are normally sent via email, but hard copy invoices are available on request. Payment is due on receipt of the invoice by the Client.

Payment for services is due by cheque or bank transfer. Cheques should be made payable to Fresher and Prosper Ltd and sent to CompleteWeb, 112 Charnwood Lane, Arnold, Nottingham, England, NG5 6PG. Bank details will be made available on invoices.

If the Client fails to make any payment due to CompleteWeb by the due date for payment, then, without limiting CompleteWeb’s remedies under or in connection with these terms and conditions, the Client shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England’s base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on CompleteWeb's web space, CompleteWeb will, at its discretion, remove all such material from its web space. CompleteWeb is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay CompleteWeb reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by CompleteWeb in enforcing these Terms.

3. Client Review

CompleteWeb will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted

and approved unless the Client notifies CompleteWeb otherwise within ten (10) days of the date the materials are made available to the Client.

4. Turnaround Time and Content Control

CompleteWeb will install and publicly post or supply the Client's website by the date specified in the project proposal, or at the date agreed with Client upon CompleteWeb receiving initial payment, unless a delay is specifically requested by the Client and agreed by CompleteWeb.

In return, the Client agrees to provide CompleteWeb promptly with all necessary co-operation, information, materials and data, access to staff and timely decision-making which may be reasonably required by CompleteWeb for the performance of the Services. This shall include the Client delegating a single individual as a primary contact to aid CompleteWeb with progressing the commission in a satisfactory and expedient manner.

During the project, CompleteWeb will require the Client to provide website content; text, images, movies and sound files, along with any relevant background information.

5. Failure to provide required website content

CompleteWeb is a small business, and to remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that the Client provides all the required information in advance. On any occasion where progress cannot be made with the Client’s website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25% of the Charges. If the Services involve Search Engine Optimisation we need the text content for the Client’s site in advance so that the SEO can be planned and completed efficiently.

If the Client agrees to provide us with the required information and subsequently fail to do within one week of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, do not give us the go ahead to start until you are ready to do so.

NOTE: Text content must be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages must have the same titles as the agreed website pages. Contact us if you need clarification on this.

Using our content management system the Client is able to keep your content up to date itself.

6. Web Browsers

CompleteWeb makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Google Chrome, Microsoft Edge etc.). The Client agrees that CompleteWeb cannot guarantee correct functionality with all browser software across different operating systems.

CompleteWeb cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website has been designed and handed over to the Client. As such, CompleteWeb 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.

7. Termination

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. Email or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for work completed (including any expenses incurred, as outlined in clause 1) to the date of first notice of cancellation for payment in full within thirty (30) days.

8. Indemnity

All CompleteWeb services may be used for lawful purposes only. The Client agrees to indemnify and hold harmless CompleteWeb against all damages, losses and expenses arising as a result of any and all actions or claims resulting from the Client's use of CompleteWeb's service.

9. Intellectual property

Background IP means any IP Rights, other than Foreground IP, that is used in connection with these Terms.

Foreground IP means any IP Rights that arise or are obtained or developed by, or by a contractor on behalf of, either party in respect of the services and deliverables under or in connection with these Terms.

IP Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

All Background IP, including but not limited to any IP Rights in data, files and graphic logos provided to CompleteWeb by the Client, is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom its right to use the Background IP has derived).

The Client hereby grants to CompleteWeb a non-exclusive licence to publish and use such material, which may be sub-licensed to any contractor acting on behalf of CompleteWeb. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting CompleteWeb permission and rights for use of the same. A contract for website design and/or placement shall be regarded as a guarantee by the Client to CompleteWeb that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested. The Client shall indemnify and hold harmless CompleteWeb against all damages, losses and expenses arising as a result of any and all actions or claims that any materials provided to CompleteWeb by or on behalf of the Client infringe the IP Rights of a third party.

All Foreground IP shall vest in and be owned absolutely by the party creating or developing it. CompleteWeb hereby grants the Client a non-exclusive licence of such Foreground IP for the purpose of operating the website.

10. Confidentiality

Each party (the **Receiving Party**) shall use its reasonable endeavours to keep confidential all information and documentation disclosed by the other party (the **Disclosing Party**), before or after the date of these Terms, to the Receiving Party or of which the Receiving Party becomes aware which in each case relates to any software, operations, products, processes, dealings, trade secrets or the business of the Disclosing Party (including without limitation all associated software, specifications, designs and graphics) or which is identified by the Disclosing Party as confidential (the **Confidential Information**) and will not use any Confidential Information for any purpose other than the performance of its obligations under these Terms. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party. This clause shall survive the termination of these Terms for whatever cause.

During the term of these Terms the Receiving Party may disclose the Confidential Information to its employees and sub-contractors (any such person being referred to as the **Recipient**) to the extent that it is reasonably necessary for the purposes of these Terms. The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under these Terms as if the Recipient was a party to these Terms.

The obligations in this clause 10 shall not apply to any Confidential Information which is:

- at the date of these Terms already in, or at any time after the date of these Terms comes into, the public domain other than through breach of these Terms by the Receiving Party or any Recipient;

- furnished to the Receiving Party or any Recipient without restriction by a third party having a bona fide right to do so; or
- required to be disclosed by the Receiving Party by law or regulatory requirements, provided that the Receiving Party shall give the Disclosing Party as much notice as reasonably practicable of the requirement for such disclosure.

All tangible forms of Confidential Information, including, without limitation, all summaries, copies, excerpts of any Confidential Information whether prepared by the Disclosing Party or not, shall be the sole property of the Disclosing Party, and shall be immediately delivered by the Receiving Party to the Disclosing Party upon the Disclosing Party's request or the termination of these Terms (whichever is earlier). The Receiving Party shall not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.

11. Data protection

For the purposes of this clause, Data Protection Law means the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018, any other data protection and/or privacy laws applicable to CompleteWeb, and any applicable laws replacing, amending, extending, re-enacting or consolidating the above from time to time.

Both parties will comply with all applicable requirements of Data Protection Law. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Law.

The Client will comply with Data Protection Law in connection with the collection, storage and processing of personal data (which shall include you providing all the required fair processing information to, and obtaining all necessary consent from, data subjects), and the exercise and performance of your respective rights and obligations under these terms and conditions, including all instructions given by the Client to CompleteWeb and maintaining all relevant regulatory registrations and notifications as required under Data Protection Law.

The parties acknowledge that if CompleteWeb processes any personal data on the Client's behalf when performing its obligations under this agreement, the Client is the controller and CompleteWeb is the processor for the purposes of Data Protection Law.

The scope, nature and purpose of processing by CompleteWeb, the duration of the processing and the types of personal data and categories of data subject are set out in our Privacy Notice and the project quotation.

In relation to the processing of personal data under these terms and conditions, CompleteWeb shall:

- process personal data on the Client's behalf only on and in accordance with the Client's documented instructions as set out in this clause 11 (as updated from time to time by agreement between the parties), unless required to do so by applicable law; in such a case, we shall inform you of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- ensure that persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- implement and maintain appropriate technical and organisational measures in relation to the processing of personal data; you hereby acknowledge that you are satisfied that our processing operations and technical and organisational measures are suitable for the purposes for which you propose to use our services and engage us to process the personal data;
- promptly refer all data subject requests we receive to you and, taking into account the nature of the processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- assist you in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to us and only in the event that you cannot reasonably be expected to comply with the requirements of Articles 32 to 36 without our information and/or assistance (e.g. you do not possess or otherwise have access to the information requested). We may charge our reasonable costs on a time and materials basis in providing you with such assistance;
- retain personal data in accordance with the retention periods set out in our Privacy Notice;
- make available to you all information necessary to demonstrate compliance with the obligations laid down in Article 28(3) and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you provided: (i) you give us at least 7 days prior notice of an audit or inspection being required; (ii) you give us a reasonable period of time to comply with any information request; (iii) ensuring that all information obtained or generated by you or your auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential; (iv) ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to our business; (v) no more than one audit and one information

request is permitted per calendar year; and (vi) paying our reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits;
- take reasonable steps to ensure the reliability of anyone who we allow to have access to personal data, ensuring that in each case access is limited to those individuals who need to know or access the relevant personal data, as necessary for the purposes of the Terms; and
- notify the Client without delay (and if possible within 24 hours) upon us or any sub-processor becoming aware of a personal data breach affecting personal data processed on the Client's behalf, providing the Client with sufficient information to allow you to meet any obligations to report or inform data subjects of the personal data breach.

The Client hereby gives CompleteWeb consent to engage sub-processors for processing of personal data on your behalf. We shall inform the Client before transferring any personal data processed on your behalf to a new sub-processor. Following receipt of such information you shall notify us if you object to the new sub-processor. If you do not object to the sub-processor within seven calendar days of receiving the information, you shall be deemed to have accepted the sub-processor. If you have raised a reasonable objection to the new sub-processor, and the parties have failed to agree on a solution within reasonable time, the Client shall have the right to terminate these Terms with a notice period determined by the Client, without prejudice to any other remedies available under law or contract. During the notice period, we shall not transfer any personal data processed on the Client's behalf to the sub-processor.

CompleteWeb shall enter into appropriate written agreements with all of its sub-processors on terms substantially similar to these Terms. We shall remain primarily liable to the Client for the performance or non-performance of the sub-processors' obligations. Upon your request, we are obliged to provide information regarding any sub-processor, including name, address and the processing carried out by the sub-processor.

We will not transfer personal data processed on your behalf to a country outside the United Kingdom which is not recognised by the European Commission to have an adequate level of protection in accordance with Data Protection Law unless the transfer is effected by such legally enforceable mechanism(s) for transfers of personal data as may be permitted under Data Protection Laws from time to time.

12. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (Word or Google Docs delivered via USB drive, e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by CompleteWeb to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

13. Design Credit and Marketing

A link to CompleteWeb will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied. When total development charges are less than £5000, a fixed fee of £500 will be applied.

The Client agrees that the website developed for the Client may be presented in CompleteWeb's portfolio, and hereby grants CompleteWeb a worldwide, perpetual, non-exclusive licence to use its name, logo and branding for advertising, marketing and promotional activities.

14. Third Party Servers

CompleteWeb designs and tests websites to work on its own servers, and cannot guarantee correct functionality if the Client wishes to use a third-party server. In the event that the Client is using a third-party server, it is the responsibility of the Client and any third party host to ensure that the server is compatible with the website. CompleteWeb will assist the Client to configure the server if this is required. However, this may be subject to additional charges.

If the Client's website is to be installed on a third-party server, CompleteWeb must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also

need to be configured on the server.

15. Post-Placement Alterations

In the event that the Client wishes to make alterations to the website once installed, the Client agrees to give CompleteWeb the opportunity to quote to provide such alterations. There is no obligation on the Client to accept the quote provided by CompleteWeb.

CompleteWeb cannot accept responsibility for any alterations caused by the Client or a third party occurring to the website once installed. Such alterations include, but are not limited to additions, modifications or deletions.

16. Domain Names

CompleteWeb may purchase domain names on behalf of the Client. Payment in relation to, and renewal of, those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of CompleteWeb. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

17. Third Party Products

Any third party software which CompleteWeb agrees to provide shall be supplied in accordance with the relevant licensor's standard terms. The one-off licence fee for such third party software is included in the Charges payable pursuant to clause 1.

18. General

These Terms constitute the entire agreement between the parties and supersedes all previous representations, promises, assurances, warranties, understandings and agreements between them, whether written or oral, relating to their subject matter.

A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

These Terms do not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of these Terms.

No variation of these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

A notice given to a party under or in connection with these Terms shall be in writing and in English, by email or next working day delivery service. Notices to the Client shall be sent to the email address or address last notified to CompleteWeb. Notices to CompleteWeb shall be sent by email to service@completeweb.co.uk, or by post to 53 Bedale Road, Sherwood, Nottingham, NG5 3GN.

19. Digital Marketing

CompleteWeb will honour the components of your chosen digital marketing scope of work, providing an agreement to a minimum 3 months contract is served and monthly payments are received in advance. In the event that payment is not received on time, we regret that further work will be halted until this is rectified.

20. Liability

Nothing in these Terms shall operate to exclude or limit either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud; or (c) any other liability which cannot be excluded or limited under applicable law.

CompleteWeb shall not be liable under or in connection with these Terms or any collateral contract for any: (a) loss of revenue; (b) loss of actual or anticipated profits; (c) loss of contracts; (d) loss of business; (e) loss of opportunity; (f) loss of goodwill or reputation; (g) loss of,

damage to or corruption of data; (h) any indirect or consequential loss; (i) loss or damage caused by any inaccuracy, omission, delay or error, whether as a result of negligence or other cause in the production of the website; or (j) loss or damage to the Client's artwork/photos supplied for the website, whether as a result of negligence or otherwise.

The entire liability of CompleteWeb to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

21. Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the original provision.

22. Governing Law and Jurisdiction

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.