

Terms & Conditions



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In these terms and conditions, the following definitions shall apply:

“LBD” and “LazenbyBrown Digital” means LazenbyBrown Digital Limited, a limited company registered in England and Wales with company number 10176102 and VAT registration number GB 241291824, at the registered office 15 - 19 Shambles, York, YO1 7LZ (together with its successors and assignees), which trades as LazenbyBrown Digital.

“Client” means the person or entity purchasing services from LBD.

The client, warrants that they are 18 years of age or older and capable of entering into this agreement.

LBD reserves the right to refuse to provide services to the client for any reason and with no obligation to explain those reasons to the client.

LBD may provide the services to the client from any order received by it from any authorised person (including verbal or email orders or orders received via LBD's website).

This agreement constitutes the whole and only agreement and understanding between the parties relating to its subject matter and supersedes and extinguishes any drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in connection with the subject matter of this agreement whether existing prior to or at the same time as this agreement.

The agreement will be on these conditions only, to the exclusion of any other terms and conditions (including any terms and conditions which the client purports to apply under any purchase order, confirmation of order, specification or other document).

The agreement between LBD and the client (and these terms and conditions) shall be governed by the law of England and Wales and the parties hereby submit to the jurisdiction of the courts of England and Wales.

Payments

LBD may issue an invoice for services upon completion of the project, or upon completion of each project milestone. Milestones shall be agreed upon by all parties prior to commencement of the project.

For existing services LBD may invoice up to 14 days prior to the renewal date.

For some services an additional initial payment may be required before any set-up work is carried out.

The client shall pay the price for the services as set out in the invoice.

The price and all other amounts due in accordance with the Order shall be paid by the client by the due date as specified in LBD's invoice. Payment shall only be deemed received by LBD upon receipt of cleared funds.

Payment shall be made in full without any abatement, set off, or deduction on any grounds.

LBD reserves the right to suspend the services in case of late payment.

Any exercise by LBD of its right to suspend services in the case of late payment shall be without prejudice to any other of its rights under this agreement.

Notwithstanding suspension of the services by LBD the client shall continue to pay the price for the services in accordance with the terms of this agreement.

In the instance where LBD requires some communication or response from the client to further a project, if they do not receive the required communication or response after a period of 28 days LBD reserves the right to issue an invoice for any work completed to date, and to consider the project complete.

LBD understands and will exercise its statutory right to interest and debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 if not paid according to agreed terms.

LBD reserves the right to exercise lien over the clients equipment in respect of any unpaid fees and shall be entitled to sell the equipment after the expiry date of thirty (30) days from the termination date in order to recoup any unpaid fees and interest.

LBD reserves the right to send overdue accounts to a debt collection agency. All charges involved in the collection of overdue accounts will be payable by the client.

Clients located within the EU, in accordance with EU and UK law, will be charged value added tax (VAT) at the prevailing rate in the country of residence of the client, except where the Client provides a valid European Union VAT registration number. If the VAT rate in the clients country changes between the invoice being issued and paid, the invoice will be updated to use the new rate and the new invoice total will be due. For clients located outside of the EU, no VAT will be charged. A client's location is determined by the supplied postal address for the client, the client warrants that the postal address supplied is accurate.

Where LBD has made an appointment with the Client to visit their place of business or delivery address of a service but this is cancelled with less than 24 hours' notice or LBD is unable to attend as a result of the client's actions (for example without limitation, the Client provides LBD with an incorrect address, or is unable for whatever reason to receive the visit at the agreed time and location) LBD reserves the right to impose an aborted visit charge of £200.

Minimum Term

This agreement shall come into effect immediately on order (and acceptance of these terms) by the client. The minimum term of a service shall be the same as the billing interval chosen by the client for a service. Upon conclusion of the minimum term of a service, the service will continue on the same billing cycle as described when the service was first ordered.

Termination

A service can be cancelled at any time by writing to LBD. Once notification of cancellation is received the service will be cancelled at the end of the minimum term for that service, or if the minimum term has already ended, the end of the current billing cycle. Cancellation notification must be given at least 3 days before the end of the minimum term, or the next due date (as the case may be), notification received after this time will not take effect until the conclusion of the subsequent billing cycle.

The client will continue to be bound by this agreement until cancellation occurs and will be liable for any invoices generated in regard to the service in accordance with the terms of this agreement.

Cancellation will be rejected if at the point of cancellation the account balance is not zero in which case this agreement would remain in force until cancellation is accepted.

Without prejudice to any other rights to which either LBD or the client is entitled, either LBD or the client may give notice in writing to terminate this agreement with immediate effect if;

1. The LBD or the client commits any material breach of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified of the breach.
2. An order is made or a resolution is passed for the winding up of LBD or the client (or the bankruptcy of LBD or the client).
3. An order is made for the appointment of an administrator to manage the affairs, business and property of LBD or the client or documents are filed with a court of competent jurisdiction for the appointment of an administrator of LBD or the client or notice of intention to appoint an administrator is given by LBD or the client or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act (1986).

4. A receiver is appointed of any of LBD or the clients assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of LBD or the client or if any other person takes possession of or sells LBDs or the clients assets.

5. LBD or the client makes any arrangement or composition with its creditors (including an individual or company voluntary arrangement) or makes an application to a court of competent jurisdiction for the protection of its creditors in any way.

6. There is a change of the ability to direct the affairs of LBD or the client whether by virtue of the ownership of shares, contact or otherwise of LBD or the client.

7. LBD or the client purports to assign its rights or obligations under this agreement.

In the event of LBD terminating this agreement due to breach of these conditions by the client, LBD shall be entitled to the balance of all payments which would but for such a termination have been accrued by the client up to the earliest date on which this agreement could have been ended by the client.

For the avoidance of doubt and without limitation, a breach of any of the payment provisions contained in this agreement, or a breach of the acceptable use policy is a material breach for the purpose of this agreement.

Where LBD has obtained consumables in order to provide the services detailed under the agreement and this agreement is terminated, the client is still responsible for full payment for these consumables for the entire period of validity of those consumables. This includes but is not limited to domain names, operating system licenses, SSL certificates and control panel software.

Once the services under this agreement are terminated all data and information related to these services may be permanently deleted at any time 14 days after termination, it is the responsibility of the client to ensure that a backup of any data is obtained prior to cancellation occurring.

Where LBD is in possession of client owned equipment, this equipment will be stored free of charge for 7 days following termination. If after this time the equipment has not been removed by the client LBD will charge £50 per week per item excluding cables and consumables or exercise its right to sell the equipment as detailed in the "Payments and Charges" section.

Distance Selling Regulations

Where the client is located within the UK and is not a business under The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013, the Client may have the right to cancel this agreement after the service is ordered.

It is agreed between LBD and the client that the service may commence before the end of that cancellation period, and that the client will lose the right to cancel from the date that LBD provides the client with the access details of the Services.

Refunds

Refunds will only be given at the discretion of LBD or when required by law. Where a refund is given it will be in the form of account credit, cash refunds will only be given where payment has been taken in error or where required by law. Setup costs are non-refundable, unless required by law.

Service Suspension

LBD reserves the right at its sole discretion to suspend the service (temporarily or permanently) on the occurrence of any unscheduled maintenance or any of the following:

1. notified maintenance.

2. issue by a court or any other competent authority of an order which is binding on LBD and which affects the service and which can only be dealt with properly by suspension of the service.
3. if the client fails to pay any amounts due under this agreement when they are due.
4. if any events occur which would entitle LBD to terminate this Agreement.
5. the resources used by the client in relation to the Services exceeds the agreed or reasonable level and LBD determines in its sole discretion that such suspension is necessary to prevent excessive cost to the client, or to protect against negative impact to other clients services.
6. a report is received indicating that the service is breaching the acceptable use terms of this agreement whether that breach is intentional or the result of a third party that is utilising the service without the consent of the client.
7. the software running on a service has been identified as being poorly maintained and it is the judgement of LBD that allowing the service to remain active presents a significant security risk.

For the avoidance of doubt, all charges for the services will continue during any period of suspension, unless otherwise agreed by LBD.

United Kingdom Domains

When the Client registers a UK domain name the client is entering into a contract with themselves, LBD, Freethought Internet (our domain name supplier), and Nominet (the administrative body for .uk domains). This section does not apply to .gov.uk or .ac.uk.

Nominet apply additional terms to the purchase and registration of any domain ending in .uk - the latest terms and conditions and registration rules can be found at: <https://www.nominet.uk/resources/policy/policies-rules/>

By registering and continuing to maintain by renewal a .uk domain the Client agrees to be bound by the terms of this agreement and by extension those of Nominet. Domain registrations will automatically renew unless the Client expressly disables automatic renewal.

If a domain is allowed to expire it can be immediately reactivated by paying any relevant renewal invoices for that domain or contact LBD to request it be re-invoiced and re-activated. Where a domain has expired LBD reserves the right to charge the Client additional fees to reactivate that domain where LBD itself incurs additional costs from its suppliers.

A Client may transfer a .uk domain to another registrar, this constitutes a request to terminate this agreement in accordance with the relevant terms. Where termination is accepted there shall be no charge to transfer the domain by LBD. There shall be no charge to transfer a .uk domain into Freethought Internet.

Nominet operate a domain dispute resolution service, information about this service can be found at <http://www.nominet.org.uk/disputes/drs/policy/>

Support and Maintenance

LBD will provide technical support to the client to support any aspect of the provision of the service, or the use of the service. Support does not cover the installation or use of client installed or supplied software unless the provision of the service is preventing the use or installation of that software.

All technical support is subject to a "fair use" policy and LBD reserves the right to suspend or restrict a customer's access to technical support (or to make an additional charge for such support) if a customer uses technical support in breach of this fair use policy.

LBD does not guarantee or warranty the suitability of the service for specific software supplied by the client. It is the responsibility of the client to ensure that the service meets the needs and requirements of software the client intends to use on the service.

Maintenance and support shall not include services for problems arising out of (a) tampering, modification, alteration, or addition to the hardware or software, which is undertaken by persons other than LBD or its authorised representatives or via supplied management software in the case of shared hosting, or (b) software programs or hardware supplied by the client.

The client shall document, and promptly report all errors, malfunctions of the services, to LBD. The client shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable amount of time after such procedures have been received from LBD provided the procedures specified are reasonable.

The client shall maintain a current archive copy of all software and data, and shall properly train its personnel in the use of services, hardware and software. Any problems caused by the client to the services (which include, but are not limited to, the deletion of necessary files, accidental or intentional infection by a virus or trojan) may result in extra charges to the client at the rate of £120 per 60 minutes including VAT, or part thereof.

Indemnity

Both LBD and the client agree to fully indemnify and keep its subsidiaries, affiliates, officers, partners and employees fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including but not limited to legal fees) whatsoever incurred by it or them and arising from any of the following:

1. LBD or the clients breach of this agreement or its negligence or other act, omission or default
2. The operation or break down of any equipment or software owned or used by LBD or the client but not the hardware and/or software.
3. LBD or the clients use of misuse of services
4. LBD or the client infringing (whether innocently or knowingly) third party rights (Including but not limited to intellectual property rights).

Modification of Terms

LBD reserves the right to modify this agreement at any time and without advance notice, effective upon making the modifications available on the LBD website and taking reasonable effort to advise customers of those updated terms. Continued use of the service after such changes shall constitute your consent to such changes. LBD does not and will not assume any obligation to notify you of any changes.

Matters Beyond Control of Either Party

Neither LBD nor the client will be liable for performance of obligations caused by or results from force majeure that will include, but not limited to, events which are unpredictable, unforeseeable, irresistible, and beyond either LBD or the clients control.

This will include but not be limited to; severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, outbreak of hostilities, riot, explosions, strikes, labour unrest, civil disturbance, sabotage, expropriation by government, meteorological events, falling objects from space, solar events, or any other event that is beyond the reasonable control of LBD or the client.

Disclaimer and Limitation on Liability

Nothing in the agreement shall exclude or limit the liability of LBD for death or personal injury resulting from its negligence or fraudulent misrepresentation nor affect the statutory rights of consumers.

The obligations and responsibilities of LBD under this agreement unless specifically stated otherwise are solely to the client and not to any third party, including any other user. To the extent permitted by law.

LBD's liability for the services shall be limited to the amount paid by the client for those services during the previous 12 months.

If any part of this agreement is held to be invalid then the remainder of the agreement still applies and is considered valid.

LBD shall have no liability to the client for any loss arising from any material, data or instructions supplied whether digitally or otherwise by the client or on its behalf which is incomplete, inaccurate, illegible, out of sequence or in the wrong form or arising from late arrival or non-arrival or any other fault by the client or on its behalf.

No action, claim or demand arising out of or in connection with this agreement may be brought by the client against LBD more than one year after the cause of action has occurred.

LBD is not responsible for any delay, malfunction, non performance and/or other degradation of performance of any of the services, hardware or software caused by or resulting from any alteration, modification and/or amendments due to changes and specifications requested or implemented by the client whether or not beyond those already supplied.

Neither LBD nor anyone else who has been involved in the creation, production or supply of the services, hardware or software shall be liable to the client or any other person for any loss in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof by reason of or in connection with this agreement or the services, hardware or software for any: (i) economic loss of any kind whatsoever, or (ii) loss of profit, data, business contracts, sales, revenues or anticipated savings, or (iii) damage to the client's reputation or goodwill, or (iv) loss resulting from any claim made by any third party, or (v) special, indirect or consequential loss or damage of any nature whatsoever, and the client shall indemnify LBD from and against any claim which may be made against LBD in respect thereof.

Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for consequential or incidental damages and therefore the above may not apply to the client.

Questions

Questions relating to this agreement or a possible violation of this agreement should be directed to digital@lazenbybrown.com or sent to the registered office via post.

Web Hosting

Overuse

Most services from LBD include resource usage limits of specific resources, including some or all but not limited to; power, data transfer, bandwidth, IP addresses, disk space, memory, CPU cores, pages, email accounts. The price for the service includes the amount of resources as described in the product description, if the client exceeds any resources then an additional charge may be made at the discretion of LBD.

It is the responsibility of the client to monitor resource usage to avoid such charges however LBD will endeavour to warn clients prior to such resource limits being exceeded and before charges are made. In addition, where the client exceeds any resources, such resources may be degraded or suspended either temporarily or permanently in order to ensure the stability of the network.

Upgrades and Downgrades

The client may be able to upgrade the service to a better specification, higher resource usage, or similar alternative service. Upon upgrade the client will pay the difference in price between the original service and the upgraded service for the remainder of that billing period and any future billing periods. Where an upgrade does not modify the billing period the upgrade shall not modify the minimum term and the upgrade shall apply for the remainder of the billing period.

If at the time of upgrade the client changes the billing period the minimum term shall be reset to begin at the point of upgrade at the new minimum term of the selected billing period. If the client chooses to downgrade any services to a lower specification, resource usage or alternative service, any decrease in price shall only apply to any future billing periods (and no current charges shall be refunded to the client) and if any such downgrade occurs during the minimum term of such services, any decrease in price shall only apply at the end of such minimum period.

Service Level Agreement

LBD resell web hosting services via a single third party supplier (Freethought Internet Limited). Freethought will endeavour to provide a service availability of 99.99%, excluding planned or emergency maintenance, or conditions beyond the reasonable control of Freethought. The client will be notified in advance of planned maintenance via the website, although, where the maintenance is likely to last beyond 30 minutes, the client may also be notified via email.

If during a billing period the availability of the service falls below 99.99% as determined by Freethought internal monitoring, and providing as the client has no overdue invoices and the invoice for the period in which unavailability occurred was paid on time, then the client upon request will be credited for one week of the service cost. The client shall not be entitled to more than [one] week's credit in any given billing period.

For the purpose of clarity, Freethought is not responsible for unavailability resulting from denial of service or similar style attacks against any part of the Freethought network or Freethought's suppliers.

No service level agreement is provided for the time taken to resolve technical support queries, or relating to the availability of technical support.

Acceptable Use

LBD's acceptable use policy is intended to help protect the LBD service, LBD clients and the internet community in general from irresponsible or, in some cases, illegal activities, and the client agrees to be bound by the policy.

1. The client and their end users shall not, nor shall they permit, enable or assist others, to use the services for any breach of any applicable law, or generally accepted transmission or application protocols applicable to the internet or any part of it, or to anything connected to it, or to any user of it. Such prohibited use includes but is not limited to the following:

- 1.1. Civil infringement or and/or criminal offence relating to copyright, trade marks or any other intellectual property right in jurisdiction
- 1.2. Commission of any criminal offence (including deliberate transmission of computer viruses) under the Computer Misuse Act 1990 (UK) or any similar legislation in any country.
- 1.3. Knowingly or recklessly transmitting, displaying or posting to a publicly accessible service any material which is unlawful or actionably defamatory or an invasion of privacy, breach of an intellectual property right, or breach of a right of publicity in any jurisdiction with which any publicly accessible service reasonably appears to have any connection, or from which it may reasonably be apprehended that a publicly accessible service is likely to be significantly accessible.
- 1.4. Transmitting, transferring, displaying or posting to a publicly accessible service any material in breach of any applicable UK data protection legislation or similar legislation in any other country or any material which is confidential or is a trade secret or which affects the national security of the United Kingdom or the said territory or which may expose LBD to any retribution or penalty under the laws and/or regulations and/ or decrees of the United Kingdom or any other country relating to the export or dealing with military or potentially military resource.
- 1.5. Use of the services or the internet in any manner which is a violation or infringement of any rights of any kind or nature (whether like to any of the foregoing or otherwise) of any person, firm or company. Or violates any applicable legislation in the United Kingdom or any applicable jurisdiction where the service is utilised.
- 1.6. Unauthorised access to the network management equipment of LBD or other Internet Service providers.
- 1.7. Forgery of internet addresses or other fields in IP packages by the client.
- 1.8. Any sending of unsolicited email messages or any mass mailing of unsolicited advertising material by the client.
- 1.9. Any activity that potentially could harm the Freethought network, its client networks or other networks, including but not limited to traffic flooding, malicious overflows etc.
- 1.10. Any activity that LBD decides at its absolute discretion is an unsuitable use of the services.
2. The client is responsible for:
 - 2.1. Maintaining email addresses in the forms of postmaster@client.domain and abuse@client.domain for receiving complaints of network abuse activities, as suggested by Internet Official Protocol RFC 2142. Typically, these email addresses will forward emails to the real user accounts of the responsible persons for treating the network misuse complaints.
 - 2.2. The activities of its customers or end-users and, by accepting service from LBD, is agreeing to ensure that its clients abide by this policy. If irresponsible or illegal activity continues, even after LBD tried to communicate with the client then the client may be subject to an appropriate action to stop these activities.
3. The client warrants that it will resolve any abuse complaints within 48 hours.
4. You may not initiate sites or services that provide any of the following content, access to, or links to such content. This includes but is not limited to:
 - 4.1. Pirated software (warez, cracked, nulled) or any software that is copyrighted and not freely available for distribution without cost.
 - 4.2. Hacking, phreaking, viruses, anarchy, etc.
 - 4.3. IRC Bots, Spamware
 - 4.4. Software or files related to the dissemination or control of a bot net or similar system where the intended use of that bot net or similar system could be considered criminal or the use of which would contravene any of the terms of this acceptable use agreement.
 - 4.5. Websites intended to, by deception or misdirection, obtain the login or personal information of individuals to systems other than the system being run via the service this agreement relates to, commonly referred to as "phishing".
 - 4.6. BitTorrent files and their associated technologies.
 - 4.7. Archives (copyrighted music, video or program archives) unless you are the copyright owner or have permission of the copyright owner.
 - 4.8. Sexually explicit, obscene or pornographic content (whether in text, graphic or other form), or any other provision of this agreement or where the actions of the client may expose LBD to any retribution or penalty under the laws and/or regulations and/or decrees of the United Kingdom or any other country.
 - 4.9. Sexually explicit, obscene or pornographic content (whether in text, graphic or other form) depicting minors (children) under the age of eighteen years. Or any nonpornographic content (whether in text, graphic or other form) depicting minors (children) under the age of eighteen years in a state of undress or nudity that at the discretion of LBD could be considered erotic in nature or intended as being erotic in nature.

- 4.10. Speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libellous, harassing, discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise) or that promote illegal activity.
 - 4.11. Unreasonable graphic violence.
 - 4.12. Content designed to incite or encourage extremist beliefs or behaviour (religious or otherwise) or encourage the joining or subscription to an extremist organisation. The definition of an extremist organisation is entirely at the discretion of LBD unless that organisation is specifically designated as a banned or illegal organisation by the government of the United Kingdom.
5. In relation to item 1.8 of this policy: Sending of unsolicited email, commonly known as spam is strictly against the terms of this policy. Any client held in breach of this policy under this term will have their service terminated without refund.

Response Times

We endeavour to respond to all requests within 1 working day.

Web Development

The following terms and conditions apply to all website development / design services provided by LazenbyBrown Digital Limited to the Client.

Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

Charges

Charges for services to be provided by LazenbyBrown Digital Limited are defined in the project quotation that the Client receives via email. Quotations are valid for a period of 30 days. LazenbyBrown Digital Limited reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

All estimates provided to the client are subject to change due to the nature of the work, and should not be considered fixed fees. Estimated fees are not binding on LazenbyBrown Digital Limited and shall be kept under review and in the event of scope creep or anticipated scope creep shall be adjusted on notice to the Client.

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 is supplied to the Client for review. A second charge of thirty-three (33) percent is required after the development stage, with the remaining thirty-three (33) percent of the project quotation total due upon completion of the work, prior to upload to the server or release of materials.

Payment for services is due by bank transfer. Bank details will be made available on invoices.

LazenbyBrown Digital Limited will provide the Client with an opportunity to review the appearance 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 LazenbyBrown Digital Limited otherwise within ten (10) days of the date the materials are made available to the Client.

Payment

Invoices will be provided by LazenbyBrown Digital Limited upon completion but before publishing the live website. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due.

For some projects we may ask for multiple payments to be made covering the total cost of the project; typically one before commencement of the work and one upon completion (as above) although depending on the project and client the payment arrangements may change.

Additional Expenses

The Client agrees to reimburse LazenbyBrown Digital Limited for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

In the case where LazenbyBrown Digital Limited agrees to enter into a maintenance agreement for a site that it did not build, the Client will be responsible for the purchase of any subscription or licence that is required to keep the website running and up to date. Examples would be plugins, themes etc.

Web Browsers

LazenbyBrown Digital Limited 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. Client agrees that LazenbyBrown Digital Limited cannot guarantee correct functionality with all browser software across different operating systems.

LazenbyBrown Digital Limited 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, LazenbyBrown Digital Limited 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.

Default

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 LazenbyBrown Digital Limited's Web space, LazenbyBrown Digital Limited will, at its discretion, remove all such material from its web space. LazenbyBrown Digital Limited 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. Clients with accounts in default agree to pay LazenbyBrown Digital Limited reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by LazenbyBrown Digital Limited in enforcing these Terms and Conditions.

Termination

Termination of services by the Client must be requested in a written notice and will be effective upon receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants LazenbyBrown Digital Limited the rights to publish and use such material. 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 LazenbyBrown Digital Limited permission and rights for use of the same and agrees to indemnify and hold harmless LazenbyBrown Digital Limited from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to LazenbyBrown Digital Limited that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

Any material created by LazenbyBrown Digital remains the intellectual property of LazenbyBrown Digital and is subject to UK copyright law.

Copyrights handed over to the client do not include rights to re-use the code for another website or re-sell the programming codes for any commercial or non-commercial purposes.

Stock Photography & Font Licencing

It is ultimately the clients' responsibility to ensure they have the appropriate licences for all assets they use, including stock imagery, fonts, plugins, and any other licenced assets. It is the clients responsibility to understand these requirements and their legal obligations surrounding licenced assets.

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 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 LazenbyBrown Digital Limited 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.

Design Credit

A link to LazenbyBrown Digital Limited may 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 also agrees that the website developed for the Client may be presented in LazenbyBrown Digital Limited's portfolio.

Access Requirements

If the Client's website is to be installed on a third-party server, LazenbyBrown Digital Limited 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.

Post-Placement Alterations

LazenbyBrown Digital Limited cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

Domain Names

LazenbyBrown Digital Limited may purchase domain names on behalf of the Client. These domain names may be registered to LazenbyBrown Digital Limited in some cases. Should this be the case and the Client would like to change the ownership of a domain or transfer it elsewhere we will arrange this.

Privacy Policies & Legal Statements

LazenbyBrown Digital Limited may assist the Client in the creation of privacy policies and other legal statements (e.g. in relation to the GDPR) on their websites however the Client accepts that LazenbyBrown Digital are not legal experts and accept no responsibility for the

suitability of these statements. It is the Client's responsibility to ensure the correct and appropriate privacy policies and legal statements are displayed on their website.

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 invalid, illegal or unenforceable