

## Terms and Conditions

### 1. Definition

|            |                                                                                                                                                                                                   |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agreement  | the electronic Order Form and these terms and conditions for the supply of the Product and/or provision of the Services                                                                           |
| Customer   | the person, firm or limited company shown on the electronic Order Form                                                                                                                            |
| Order Form | the electronic order form authorised by or on behalf of the Customer contains these Terms and Conditions                                                                                          |
| Price      | the price for the Product and/or the Services set out in the Order Form as Set-up Fee, and the monthly subscription fee including Value Added Tax and any interest thereon but excluding delivery |
| Product    | the products set out on the electronic Order Form to be supplied by NurseryWeb to the Customer                                                                                                    |
| Services   | the services set out on the electronic Order Form to be provided by NurseryWeb to the Customer                                                                                                    |

### 2. Terms and Conditions

No other terms and conditions govern this Agreement and no variation of these terms and conditions shall be valid unless confirmed in writing by both parties. If any part of the terms and conditions shall be held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall remain unaffected thereby.

It is not necessary for the Customer to have signed an acceptance of these terms and conditions for them to apply. If the Customer accepts and makes payment of a quotation, then the Customer will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

### 3. Payment

The Customer is required to make full payment of the Website Design fee before the commencement of design services. Payment can be made via electronic fund transfer, cheque or credit card payment with the payment instructions provided by NurseryWeb. Once the design process has commenced following approval by the Customer, the Website Design fee is non-refundable.

A Monthly Web Hosting and Maintenance Fee will be paid as per the agreed term, or per standing order mandate. The Monthly Web Hosting and Maintenance Fee will start on the day your website goes live or one month from the commencement of the design process as agreed by the Customer, depending on which comes first.

NurseryWeb recommends our customers to have their website launch in a month's time. The Customer has the right to on hold their website's launch date by 3 months in which no monthly fees will be charged. Once the 3 months expires, the Customer's website will be launch. If the Customer is still not ready to launch the website, another 3 months of on hold period is allowed. A total of 6 months is the maximum period in which the Customer is allowed to on hold their website's launch date.

If there are no feedback or response from the Customer after the on-hold period, it will be considered as a termination. There will be no refunds for the website design fee. If the Customer would like to return in the future, a reactivation fee of £250 +VAT is required.

### 4. NurseryWeb Obligations

NurseryWeb shall use reasonable endeavours to make our servers available to customers. NurseryWeb does not warrant that the access to the server will be uninterrupted or error free, but NurseryWeb shall use reasonable endeavours to keep downtime to a minimum.

All NurseryWeb website hosting services comes with unlimited web space allowance, and an unlimited bandwidth allowance, provided that:

- a) The Customer's Material is linked into web pages
- b) The Customer does not use the hosting service as a backup of, or repository for, the Customer's Material
- c) The Customer undertakes good housekeeping to maintain the Customer's Material
- d) The Customer makes payment as per the agreed term, or per standing order mandate

In the event the Customer fails to comply with any of the three conditions listed above, NurseryWeb reserves the right to suspend or terminate service to the Customer.

## 5. Content

NurseryWeb requires for the Customer to provide website content, including all text, images, and video. NurseryWeb can license stock photos to the Customer if necessary, however the Customer shall not use these images outside of the website setting. NurseryWeb requires content to be provided by the Customer in a timely manner. On any occasion where progress cannot be made with the website because NurseryWeb have not been given the required content and/or information, NurseryWeb will nevertheless proceed to charge with the Monthly Web Hosting and Maintenance Fee.

## 6. Services

If the Customer encounters a problem with regard to the Services, then the Customer can access support through NurseryWeb support email address, [support@nurseryweb.co.uk](mailto:support@nurseryweb.co.uk).

## 7. Cancellation

The Customer has the right to cancel the Monthly Web Hosting and Maintenance Fee, given the provision of 1-month written notice. Notices provided verbally over the telephone will not be honoured, unless followed with a written notice. The Website domain and email will be transferred only after clearance of all previous and existing outstanding balance with NurseryWeb.

## 8. Property

NurseryWeb retains ownership of the Product until full payment is made. Until such time as the Price is paid in full the Customer shall retain the Products on a fiduciary basis on behalf of NurseryWeb and will be stored by the Customer separately from its own products or those of any Third Party and identifiable. NurseryWeb retains the right to recover the Product if the Price is unpaid and the Customer hereby irrevocable authorises NurseryWeb to enter any premises controlled by the Customer to repossess the Product.

The Customer have full ownership of the domain name. The domain name has to be hosted by NurseryWeb for a minimum period of 12-months unless stated otherwise. A written 1-month notice is required if the Customer decides to transfer the domain away, provided the Monthly Web Hosting and Maintenance Fee has been paid for at least 12-months.

## 9. Copyright

The Customer acknowledges that all website design including graphics, theme element, features, functionality, layout, software material and any other information supplied to the Customer by NurseryWeb are subject to copyright and no such information shall be used without the prior written consent of NurseryWeb. All content provided by NurseryWeb shall be the absolute of NurseryWeb or its agents or the person identified within the content, and is licensed to be used on the website by the Customer only. Contents provided by the Customer on request to modify, amend, or revise is considered to be the property of the Customer unless stated otherwise.

Any licensed material provided by NurseryWeb are subject to termination if the Customer decides to terminate the agreement with NurseryWeb. Any large scale copying of the website design including graphics, theme element, features, functionality, layout, software material and any other information supplied to the Customer previously by NurseryWeb can be considered as copyright infringement.

## 10. Confidentiality

NurseryWeb will endeavour to treat all information supplied by the Customer as confidential. However, should it be served with an appropriate Court Order, NurseryWeb will be legally advised to co-operate with all law enforcement agencies in disclosing whatever information may be required about the Customer. NurseryWeb will endeavour to keep any Material which relates to children confidential. NurseryWeb warrants that all members of its staff are CRB checked. Unless permitted pursuant to this Agreement the parties agree to keep confidential all information relating to the business affairs of the other disclosed to it by the other party. The obligation of confidentiality shall not apply to information which is in the public domain.

## 11. Data

NurseryWeb do not share information about the Customer with third parties. NurseryWeb do not share data the Customer holds in our systems and software with third parties. Ownership of the data is with the Customer. NurseryWeb adheres to the principles of the Data Protection Act of 1998 and best practices for managing information.

## 12. Liability

NurseryWeb shall not incur nor accept any liability concerning any representation made by NurseryWeb (or made on NurseryWeb 's behalf) to the Customer (or any person acting on behalf of the Customer) prior to the making of this Agreement where such representation was made or given in relation to the Conditions. NurseryWeb shall not accept any liability to the Customer concerning any express term or provision of this Agreement where such representation was made or given in relation to the Conditions. NurseryWeb shall not be liable to the Customer for any losses or damages sustained by the Customer as a result the negligence or default of the Customer. NurseryWeb shall not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

NurseryWeb do not monitor and will not have any liability for the Customer's Material or any other communication transmitted, or allowed to be transmitted as part of the Services. NurseryWeb shall not be liable for the protection of the privacy of electronic mail or any other information transferred through the Internet or via any network provider and no guarantee or representation is given that the Services will be free from hackers or unauthorised users. The Customer shall be liable for the content of any emails transmitted by virtue of the Services, for any Material uploaded to NurseryWeb servers and for ensuring compliance at all times with all relevant legislation (including, but not limited to the Data Protection Act 1998 and all other privacy laws, regulations and guidance notes made or issued thereunder). All conditions, terms, representations and warranties that are not expressly set out in these terms and conditions (or the documents referred to in them) are hereby expressly excluded.

## 13. Force Majeure

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either party may terminate this Agreement by written notice to the other party.

## 14. Assignment

Neither party may assign, delegate, sub-contract, mortgage charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other party.

## 15. Entire Agreement

This Agreement contains the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them.

## 16. Notices

Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by facsimile or e-mail to the address of the relevant party set out at the head of this Agreement.

## 17. Third Parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is no intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

## 18. Law and Jurisdiction

This Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties submit.