



Page 1 Tel: 0776 6335848 Address: 11 St Hermans road, hayling Island, Hampshire. PO11 9NA Email: Paul@paulwatt.info Issue 1

All Users of web design, programming and construction services provided by Paul Watt designs, by use of such services, accept the terms of business set out in the form of service agreement which follows, irrespective of the mode or manner of ordering employed by the User when ordering the services.

This Agreement is made between Paul Watt designs. Office: 33 Oakroyd Avenue, Great Dunmow, Essex. CM6 1HG ("we" and also "Paul Watt") and the user

_____ (name)
of

_____ ("you" and also "the
Customer").

The date of this Agreement is

_____ 20_____
_____ (signed)

The following constitute the terms and conditions under which Paul Watt designs trades and supplies its web design, programming and construction services and related products. These conditions, in conjunction with the details as shown on the Paul Watt designs Order Form (where completed) and "Paul Watt designs Terms Of Business – Hosting Terms and Conditions" represent the totality of the agreement and form the Contract between Paul Watt designs and the User.

Any agreed variation or alteration to part of these terms and conditions as annexed to this Contract will not invalidate the remainder or the whole. Any alteration or addition to the supplies instructed on the order will require to be the subject of a new order. Paul Watt designs is entitled to suspend services if the User does not adhere to any or several conditions of this Contract.

Page 2 Tel: 0776 6335848 Address: 11 St Hermans road, hayling Island, Hampshire. PO11 9NA Email: Paul@paulwatt.info

1. Paul Watt's Quote, Agreement Letter/Email and attachments can not be varied without the signature of a Paul Watt Designated Partner. The Agreement Letter with the terms form the entire agreement between Paul Watt and the client.
2. Paul Watt will require a non-refundable deposit payment from the client before any work commences. The deposit shall be 50% of the total contract value subject to a minimum of £200. Client will pay all sums due to Paul Watt within 14 days unless a shorter period is specified and time is of the essence in respect of payment of sums to Paul Watt by the client.
3. Paul Watt Internet reserves the right to cancel any agreement prior to cleared funds in settlement of the deposit being in their bank account.
4. Paul Watt may require interim payments if the contract is of such size that the project duration covers a number of months and these will be included within the agreed schedule or contract agreement letter/email. If such payments are required work on the project will cease if such payments become overdue. Any such additional payments will also be non-refundable.
9. Paul Watt will not be liable for any loss suffered by the client caused by the actions of any third party or for any loss suffered by the client caused by events not in Paul Watt's reasonable control. Save in respect of death or personal injury caused by Paul Watt's negligence, Paul Watt's liability to the client arising out of Paul Watt's breach of contract or negligence will be limited to the cost of the project as set out in Paul Watt's Agreement Letter/email.
10. Paul Watt shall use such images and text as are provided by the client on the assumption that the client has all necessary legal permissions to use them. If this is not the case Paul Watt shall in

no way be liable and the client will indemnify Paul Watt against any claims and the costs involved in dealing with any claim.

11. If the client is unable to provide text copy in a digital format acceptable to Paul Watt, Paul Watt retain the right to make charges in addition to the contract value for copywriting services. Paul Watt will advise the client before commissioning such services and the client shall have the opportunity to provide the text copy in a format acceptable to Paul Watt.

12. Paul Watt may at their discretion publish draft versions of the web site or other design material to a sub section of any of their their web domains in order for the client to review the project. At this stage all designs are the property of Paul Watt and any copying, distribution, etc. is expressly forbidden without the prior written consent of Paul Watt, such consent to be signed by a Designated Partner of Paul Watt.

13. Upon completion of the site the client shall be required to sign a satisfaction statement. A final invoice will then be issued and will be due for payment within fourteen days from the date of the invoice.

14. Any custom programming/source code or programming for source code utilised in or developed for the production of deliverables for the client shall remain the property of Paul Watt and may be used for other Paul Watt projects or sold to other parties at Paul Watt's discretion. Once the satisfaction letter has been signed and fullpayment has been received and cleared through Paul Watt's bank account the front-end project deliverables as provided in Paul Watt's Agreement Letter/Email will become the property of the client. The client shall have a nonexclusive non-transferable licence to use custom programming/source code or programming for source code utilised in or for such deliverables but only in respect of operation/modification or development of the web-site or other deliverables and not for any other purpose including without limitation assignment of such licence or sublicensing.

If the project is Internet based then it will be transferred to the client's domain name and web space. If the project is of some other type then it will be handed over to the client.

15. Once the satisfaction letter has been signed Paul Watt shall not be liable for any claims made upon the client as a result of the web site or other material produced by Paul Watt, its agents or subcontractors. The client shall not be able to make any claims on Paul Watt once the satisfaction letter has been signed.

16. If payment is not received by the due date set in Paul Watt's invoice(s) Paul Watt reserve the right to charge interest

at 5% above the base rate of Barclays Bank Plc.

Page 3 Tel: 0776 6335848 Address: 11 St Hermans road, hayling Island,Hampshire. PO11

9NAEmail: Paul@paulwatt.info

17. Paul Watt may withdraw any service or published web site if payment is not received by the due date.

18. The ongoing maintenance or updating of the web site is excluded from this agreement. If Paul Watt are required to maintain or update the web site then this will be covered by a supplemental agreement at an agreed rate.

19. Any hypertext pages produced by Paul Watt Internet will be copyrighted to the contracting company and will also include a small hyperlinked acknowledgement to Paul Watt Internet at the foot of each page.

20. Paul Watt may actively promote or publicise any project that they produce for their own marketing or sales activities.

21. All prices/rates will be subject to the addition of VAT at the currently prevailing rate.

22. Any reference to dates for delivery/completion are estimates only and failure by Paul Watt to meet any dates will not create any liability.

23. Indemnity

You shall indemnify Paul Watt and keep Paul Watt indemnified and hold Paul Watt harmless from and against any breach by you of these terms of business and any claim brought against Paul Watt by a third party resulting from the provision of websites, the website content and associated website components by Paul Watt to you including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by Paul Watt in consequences of your breach or nonobservance

of this Agreement.

24. This agreement shall be governed by English law and the client agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales.