

1. **Definitions:**

Acceptance: the acceptance or deemed acceptance of the Website by the Client.

Acceptance Tests: the tests to be carried out on the Website in accordance with clause 5.

Bespoke Software: means software programs developed by Rhys Welsh Ltd specifically for the Client under this agreement.

Rhys Welsh Ltd: Primary designer and their employees, affiliates and subcontractors.

Rhys Welsh Software: means

- 1) Those software programs proprietary to Rhys Welsh Ltd provided to The Client without modification;
- 2) Any third party software used by Rhys Welsh Limited that is proprietary to those third parties and is provided to the Client without modification;
- 3) Open-source software.

The Client: The company or individual requesting the services of Rhys Welsh Ltd.

The Client Materials: means the content provided by The Client to Rhys Welsh Ltd from time to time for incorporation in the Website.

Services: means the design and development services, and any other services that may be agreed in writing, to be provided by Rhys Welsh Ltd to The Client.

Specification: means the specification for the Website as agreed in writing by Rhys Welsh Ltd and The Client.

Vulnerabilities: means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability.

Website: means the website to be designed and developed by Rhys Welsh Ltd.

2. **General:**

2.1. Rhys Welsh Ltd will use reasonable endeavours to carry out the design and development work only after Rhys Welsh Ltd have accepted an order in writing from The Client and a formal agreement is entered into.

2.2. Rhys Welsh Ltd will carry out work only for clients who are 18 years of age or above.

3. Website Design and Development:

- 3.1. Rhys Welsh Ltd will use reasonable endeavours to design, development and deliver the Website in accordance with the Specification.
- 3.2. Whilst every endeavour will be made to ensure that the Website and any scripts or programs are free of errors, Rhys Welsh Ltd does not warrant that:
 - 3.2.1. The Clients use of the Website and the Services will be uninterrupted or error-free; or
 - 3.2.2. the Website and the Services will be free from Vulnerabilities,

and as such we cannot accept responsibility for any losses incurred due to malfunction, the Website or any part of it.
- 3.3. The Client acknowledges and agrees that website developments are often subject to interpretation, testing, reworking, conflicts with existing platforms and technology or scripting, compatibility issues and other factors that can dramatically effect timeframes during implementation. As such, Rhys Welsh Ltd will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet any agreed deadlines. Any and all timeframes provided and agreed are estimates only and time shall not be of the essence.
- 3.4. Any request by The Client to change or alter the Specification will be at the discretion of Rhys Welsh Ltd. Rhys Welsh Ltd reserves the right to charge additional fees and extend any agreed timeframe in order to accommodate such request, but is under no obligation to agree to the same.
- 3.5. For the avoidance of doubt, if a project brief or Specification is amended by The Client after the date of project commencement, the addition of any extra functionality to the project brief will render any previously estimated timeframes void. Rhys Welsh Ltd will not accept any responsibility for failure to meet project deadlines, as a result of an extended client brief.

4. Client Obligations

- 4.1. The Client acknowledges that Rhys Welsh Ltd's to provide the Services is dependent upon the full and timely co-operation of The Client (which The Client agrees to provide), as well as the accuracy and completeness of any brief, design specifications, Specifications, information and data The Client provides to Rhys Welsh Ltd.
- 4.2. The Client shall provide Rhys Welsh Ltd with access to, and use of, all information, data and documentation reasonably required by Rhys Welsh for the performance by Rhys Welsh Ltd of its obligations under this agreement.

4.3. The Client will promptly make available to Rhys Welsh Ltd all Client Materials required to carry out the Services or otherwise agreed within a set deadline.

5. Acceptance of Site

5.1. Once Rhys Welsh Ltd has completed the design and development of the Website in accordance with the Specification and/or brief of the Project Plan, the Supplier shall run the Acceptance Tests.

5.2. The Acceptance Tests shall test compliance of the Website with the Specification.

5.3. Acceptance of the Website shall occur when the Website has passed the Acceptance Tests. Rhys Welsh Ltd shall notify The Client when the tests have been passed and provide the results of the Acceptance Tests to The Client.

5.4. If any failure to pass the Acceptance Tests results from a defect which is caused by an act or omission of The Client, or by one of The Client's sub-contractors or agents for whom Rhys Welsh Ltd has no responsibility (**Non-RWL Defect**), the Website shall be deemed to have passed the Acceptance Tests notwithstanding such Non-RWL Defect. Rhys Welsh Ltd shall provide assistance reasonably requested by The Client in remedying any Non-RWL Defect by supplying additional services or products. The Client shall pay Rhys Welsh Ltd in full for all such additional services and products at Rhys Welsh Ltd then current fees and prices.

5.5. Acceptance of the Website shall be deemed to have taken place upon the occurrence of any of the following events:

5.5.1. The Client uses any part of the Website for any revenue-earning purposes or to provide any services to third parties other than for test purposes; or

5.5.2. The Client unreasonably delays the start of the relevant Acceptance Tests or any retests for a period of seven working days from the date on which Rhys Welsh Ltd is ready to commence running such Acceptance Tests or retests.

6. Warranty

- 6.1. Rhys Welsh Ltd warrants that the Website will perform substantially in accordance with the Specification for a period of 30 days from Acceptance. If the Website does not so perform, Rhys Welsh Ltd shall, for no additional charge, carry out any work necessary in order to ensure that the Website substantially complies with the Specification.
- 6.2. The warranty set out in clause 6.1 shall not apply to the extent that any failure of the Website to perform substantially in accordance with the Specification is caused by any Client Materials.
- 6.3. This agreement sets out the full extent of Rhys Welsh Ltd's obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into this agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

7. Intellectual Property Rights

- 7.1. Upon full payment of all outstanding costs and fees, Rhys Welsh Ltd will transfer ownership of the Website to The Client, subject to clause 7.2.
- 7.2. The parties agree that, except as expressly provided to the contrary, this agreement does not transfer ownership of, or create any licenses (implied or otherwise) in any intellectual property rights in the Rhys Welsh Software.
- 7.3. The intellectual property in the Bespoke Software shall, upon full payment of all outstanding costs and fees, vest in the Client.
- 7.4. Rhys Welsh Ltd grants the Client a non-exclusive license to use the Rhys Welsh Software for the purpose of The Client using and operating the Website in the ordinary course of business.
- 7.5. Rhys Welsh Ltd cannot take responsibility for any copyright infringements caused by the Client Materials submitted by The Client. The Client shall indemnify Rhys Welsh Ltd against all damages, losses and expenses arising as a result of any action or claim that The Client Materials infringe the Intellectual Property Rights of a third party.
- 7.6. For the avoidance of doubt, Rhys Welsh Ltd reserve the right to refuse any Client Material of a copyrighted nature unless adequate proof is given of permission to use such material.

8. Website and Content

- 8.1. Rhys Welsh Ltd reserves the rights to use images of the Website and graphic design in any online/offline portfolio, and place the 'Rhys Welsh logo/text' and a hyperlink back to <http://www.rhyswelsh.com> on any design work carried out - Unless otherwise agreed prior to the project commencing.
- 8.2. The Client shall ensure that the Client Materials and any materials uploaded to the Website do not infringe any applicable laws, regulations or third party rights (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party intellectual property rights) (**Inappropriate Content**).
- 8.3. The Client acknowledges that Rhys Welsh Ltd has no control over any content placed on the Website by any website visitors and does not purport to monitor the content of the Website. Rhys Welsh Ltd reserves the right to remove content from the Website where it reasonably suspects such content is Inappropriate Content.
- 8.4. The Client shall indemnify Rhys Welsh Limited against all damages, losses and expenses arising as a result of any action or claim that the Client Materials or any other material uploaded to the Website constitute Inappropriate Content.
- 8.5. Rhys Welsh Ltd may include the statement "Designed and developed by Rhys Welsh Ltd" on the home page of the Website in a form to be agreed.

9. Database, Application and E-Commerce Development:

- 9.1. Except where otherwise set out in this agreement Rhys Welsh Ltd cannot take responsibility for any losses incurred by the use of the Website created for The Client. Whilst every care has been taken to ensure the Website is problem free and accurate, the ultimate responsibility lies with The Client in ensuring that the Website is functioning correctly before use.
- 9.2. The Client is expected to test fully any application or programming relating to the Website developed by Rhys Welsh Ltd before being made generally available for use. Where "bugs", errors or other issues are found after the Website is live, if this falls within the warranty period set out in clause 0 then Rhys Welsh Ltd will use reasonable endeavours to correct these issues to meet the standards of function outlined in the Specification. Any bugs should be included in The Clients detailed "Final Snag List", which should be submitted to Rhys Welsh Ltd by the client, prior to Acceptance.

10. Compatibility:

Rhys Welsh Ltd will use reasonable endeavours to ensure that any Website will function correctly on the server it is initially installed in accordance with the

warranty period. Rhys Welsh Ltd can offer no guarantees of correct function with all browser software and if The Client requires a specific browser, then this should be identified by The Client in the initial instructions and Specification.

11. Website Hosting:

- 11.1. Website Hosting and/or security is an annual service and automatically renewed to maintain uptime and avoid business disruption. At any point If you wish to cancel the service or no longer continue please notify us by email. We will then confirm by email that this service has stopped.
- 11.2. Any hosting services offered by Rhys Welsh Ltd incur an additional charge and are not covered in the fees relating to design and development of the Website.
- 11.3. Whilst Rhys Welsh Ltd recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service by Rhys Welsh Ltd and as such Rhys Welsh Ltd cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.
- 11.4. Rhys Welsh Ltd reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the free hosting service should the necessity arise.
- 11.5. Where applications or sites are developed on servers not recommended by Rhys Welsh Ltd, The Client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is The Clients responsibility to provide a suitable testing environment which is identical to the final production environment.

12. Website Optimization:

- 12.1. Due to external factors, such as changes to the way search engines rank websites, we cannot offer any guarantees regarding the position we will achieve for the Website. The process of optimizing websites itself will bring in more traffic and hits and you'll see visits increase to your site naturally. We cannot accept liability for any change in rankings, or drop off in the position of your Website due to changes in the algorithms of the search engines or the factors that they use to rank websites.
- 12.2. We use 'white hat techniques' when optimizing websites and always aim to achieve a top ten ranking for your Website within six months of undertaking the optimization process. Due to the work involved payment is generally

required in advance and we are unable to offer a refund of any monies to clients in relation to this type of work.

- 12.3. Rhys Welsh Ltd reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial.

13. Confidentiality

- 13.1. Each party undertakes that it shall not at any time during this agreement and for a period of 2 (two) years after termination, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2

- 13.2. Each party may disclose the other party's confidential information:

13.2.1.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13.2; and

- 13.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 13.3. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

14. Payment of Accounts:

- 14.1. Unless otherwise agreed in writing, Rhys Welsh Ltd requires a non-refundable deposit of 50% is required with all of our projects before any design work will be carried out (unless stated otherwise). The final 50% will be due upon completion of the Website but prior to any request "go-live date".

- 14.2. It is the Rhys Welsh Ltd policy that any outstanding accounts for work carried out by Rhys Welsh Ltd or its affiliates are required to be paid in full, no later than 7 days from the date of the invoice unless by prior arrangement with Rhys Welsh Ltd.

14.3 Once a Website has been designed and completed the final balance of payment is then due in accordance with our payment terms.

14.4. Once a deposit is paid and work completed, The Client is obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

14.5. If accounts are not settled or Rhys Welsh Ltd have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we may then take legal action to recover our unpaid invoices as well as our legal fees incurred in the process.

15. Consultancy Services

Rhys Welsh Ltd provides website and SEO consultancy services to clients with limited website knowledge and experience at a rate of £95+vat Per Hour, or part thereof. All new website design clients are provided with up to 1hr consultancy free of charge. Rhys Welsh Ltd reserves the right to include the cost of any additional consultancy or advice provided to the final project cost, whether verbal or in written communication.

16. Your Privacy:

We do not share or sell any of your details with third party companies, without your express permission and we will only email you or contact you about work related matters.

17. Entire agreement

17.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

18. Force Majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

19. Limitation of Liability

- 19.1. Nothing in this agreement shall operate to exclude or limit Rhys Welsh's liability for any liability that cannot be excluded or limited under applicable law.
- 19.2. Rhys Welsh Ltd will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner.
- 19.3. Rhys Welsh Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of The Client or any of the clients appointed agents.
- 19.4. Subject to clause 19.1, Rhys Welsh Ltd will not be liable for and wholly exclude the following:
- 19.4.1. loss of profits;
 - 19.4.2. loss of sales or business;
 - 19.4.3. loss of agreements or contracts;
 - 19.4.4. loss of anticipated savings;
 - 19.4.5. loss of use or corruption of software, data or information;
 - 19.4.6. loss of or damage to goodwill; and
 - 19.4.7. indirect or consequential loss.
- 19.5. Subject to clause 19.1, Rhys Welsh Ltd's total liability to The Client shall not exceed the total amount of fees paid by The Client to Rhys Welsh Ltd under this agreement.

20. Termination

- 20.1. Without affecting any other right or remedy available to it, Rhys Welsh Limited may terminate the agreement by giving The Client 14 days written notice.
- 20.2. Without affecting any other right or remedy available to it, either party may terminate the agreement with immediate effect by giving written notice to the other party if:
- 20.2.1. the other party commits a material breach of any term of the agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - 20.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.

- 20.3. Without affecting any other right or remedy available to it, Rhys Welsh Ltd may suspend the supply of Services under the agreement or any other contract between Rhys Welsh Limited and The Client if The Client fails to pay any amount due under the agreement on the due date for payment.
- 20.4 On termination or expiry of the agreement The Client shall immediately pay to Rhys Welsh Ltd all of the outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Rhys Welsh Ltd shall submit an invoice, which shall be payable by The Client immediately on receipt.

21. Complaints Procedure:

- 21.1. A formal complaint should be made in writing to Rhys Welsh Ltd, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.
- 21.2. An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

22. Governing law

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

23. Jurisdiction

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 this agreement or its subject matter or formation