

TERMS AND CONDITIONS OF SERVICE

Last Updated: 01/09/2025

These Terms and Conditions formalise and document Our standard operating procedures and agreements that have been in place since January 2007.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions:

- **"Agreement"** means these Terms and Conditions and any applicable Service Order
- **"Client"** or **"You"** means the individual or entity purchasing Services
- **"Services"** means website design, development, hosting, maintenance, SEO, and related services
- **"We"**, **"Us"**, or **"Our"** refers to Siobhan Preston Web Design (Siobhan Hamilton, trading as Siobhan Preston Web Design)
- **"Website"** means the website(s) created, hosted, or maintained under this Agreement
- **"Intellectual Property"** means all intellectual property rights including copyright, trademarks, and design rights

2. ACCEPTANCE OF TERMS

2.1 By engaging Our Services, You acknowledge that You have read, understood, and agree to be bound by these Terms and Conditions.

2.2 These Terms constitute the entire agreement between the parties and supersede all prior agreements, understandings, and arrangements.

3. SERVICES PROVIDED

3.1 Scope of Services

We provide the following services:

- Website design and development
- Website hosting and maintenance
- Search Engine Optimisation (SEO)

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- Domain name registration and management
 - Content updates and modifications

3.2 Service Standards

We will perform the Services with reasonable skill and care in accordance with industry standards and any agreed specifications.

4. CLIENT OBLIGATIONS

4.1 Content Provision

You agree to:

- Provide all text content in electronic format (email or Word document)
- Supply images in appropriate formats (.gif, .jpeg, .png, or .bmp)
- Provide timely feedback and approvals as required
- Supply all necessary information for project completion

4.2 Additional Charges

Additional fees will apply for:

- Content creation or copywriting services
- Image sourcing or creation
- Media format conversion
- Corrective work on supplied materials
- Third-party facility charges

5. INTELLECTUAL PROPERTY

5.1 Client Materials

You warrant and represent that:

- You own or have obtained all necessary rights, licences, and permissions for all materials provided
- Your materials do not infringe any third-party intellectual property rights

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- You will indemnify Us against any claims arising from Your breach of these warranties

5.2 Licensed Code and Design Elements

- Custom code created for Your project incorporates Our proprietary tools and pre-developed code
- Such code is licensed to You for use on a single website on a single server
- You may not distribute, modify, sublicense, or resell this code without Our express written consent
- We retain all intellectual property rights in Our proprietary code and methodologies

5.3 Portfolio Rights

We reserve the right to display Your Website in Our portfolio and marketing materials unless otherwise agreed in writing.

6. PAYMENT TERMS

6.1 Fee Structure

- Design and Development: 50% deposit required before commencement, balance due within 14 days of completion
- Hourly Rate: £50 per hour for design work and updates
- Hosting Fees: Payable annually in advance
- SEO Services: Payable monthly or annually in advance (annual contracts preferred)
- Domain Registration: Payable annually in advance

6.2 Payment Terms

- All invoices are due within 14 days unless otherwise agreed
- Late payments will incur interest at 8% per annum above the Bank of England base rate in accordance with the Late Payment of Commercial Debts (Scotland) Regulations 2002
- We reserve the right to suspend Services for overdue accounts

6.3 Non-Payment

Failure to pay fees may result in:

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- Suspension or termination of Services
 - Removal of Website from public access
 - Legal action to recover outstanding amounts

7. PROJECT TIMELINE AND DELIVERY

7.1 Timeline

- Website completion: Usually 2-6 weeks from receipt of deposit and all required materials, though this may be extended depending on current workload and project scope
- Timelines are contingent upon timely provision of required information and feedback
- Delays caused by incomplete information will not constitute grounds for non-payment

7.2 Acceptance

Website designs will be deemed accepted if no written objections are received within 7 days of delivery.

8. HOSTING AND TECHNICAL SERVICES

8.1 Server Access

You agree to provide necessary server access credentials for installation and maintenance of Your Website.

8.2 Service Availability

Whilst We endeavour to achieve maximum uptime, We do not guarantee uninterrupted service and are not liable for:

- Downtime due to scheduled maintenance (with reasonable notice)
- Service interruptions beyond Our control
- Third-party hosting provider issues

8.3 Right of Access

We retain the right to access Your Website for:

- Maintenance and updates

- Security monitoring
- Compliance verification
- Removal for breach of Agreement

9. SEARCH ENGINE OPTIMISATION (SEO)

9.1 SEO Services

When engaging Our SEO services, You understand that:

- We require full FTP access to Your web server
- Search rankings cannot be guaranteed due to algorithm changes
- Results may fluctuate based on search engine updates
- SEO services are payable in advance, either monthly or annually, depending on the agreed package (unless otherwise agreed in writing)
- Most SEO services are provided on an annual contract basis for administrative efficiency

9.2 No Guarantee

We make no guarantees regarding specific search engine rankings or traffic increases.

10. CANCELLATION AND TERMINATION

10.1 Cancellation by Client

- Design/development orders: Written cancellation required; work completed to date will be invoiced
- Hosting services: 30 days written notice required
- SEO services: 30 days written notice required
- Maintenance contracts: As specified in individual maintenance agreement
- Cancellations must be confirmed in writing via email or letter

10.2 Termination by Us

We may terminate this Agreement immediately if:

- Payment is overdue by more than 30 days

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- You breach any material term of this Agreement
 - You use the Services for illegal purposes

11. LIABILITY AND INDEMNIFICATION

11.1 Limitation of Liability

Our total liability under this Agreement shall not exceed the total fees paid by You in the 12 months preceding the claim. We exclude liability for:

- Indirect, consequential, or special damages
- Loss of profits, revenue, or anticipated savings
- Loss of business opportunity or goodwill
- Data loss or corruption

11.2 Indemnification

You agree to indemnify and hold Us harmless from any claims, damages, losses, or expenses arising from:

- Your breach of this Agreement
- Your use of the Services
- Content You provide
- Infringement of third-party rights
- Any claims relating to advice, recommendations, or professional opinions provided by Us in good faith in connection with the Services, including but not limited to SEO strategies, design recommendations, and technical guidance

11.3 Force Majeure

Neither party shall be liable for delays or failures due to circumstances beyond reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemic, strikes, or shortages of transportation, facilities, fuel, energy, labour, or materials.

12. DATA PROTECTION AND PRIVACY

12.1 Data Processing

We will process personal data in accordance with applicable data protection laws, including the UK GDPR and the Data Protection Act 2018.

12.2 Security

We implement reasonable security measures and strongly recommend SSL certificates for all hosted websites. Whilst We take security seriously and follow industry best practices, absolute security of data transmitted over the internet cannot be guaranteed.

13. POST-DELIVERY MODIFICATIONS

13.1 Third-Party Changes

We are not responsible for any alterations, modifications, or deletions made by You or third parties after Website delivery.

13.2 Maintenance Services

Ongoing maintenance and updates are available at Our standard hourly rate or through a maintenance contract. Maintenance contracts provide agreed hours at preferential rates, with specific terms provided separately.

14. WARRANTIES AND DISCLAIMERS

14.1 Service Warranty

We warrant that Services will be performed with reasonable skill and care.

14.2 Disclaimer

Services are provided "as is" without warranty of merchantability or fitness for a particular purpose. We do not warrant:

- Error-free or uninterrupted operation
- Compatibility with all systems or browsers
- Protection against viruses or security breaches

15. GOVERNING LAW AND JURISDICTION

15.1 Applicable Law

This Agreement shall be governed by and construed in accordance with Scots law.

15.2 Dispute Resolution

The parties agree to attempt to resolve any dispute through good faith negotiation. Any disputes that cannot be resolved amicably shall be subject to the exclusive jurisdiction of the Scottish courts.

15.3 Legal Proceedings

Any legal proceedings shall be raised in the Sheriff Court or Court of Session in Scotland, as appropriate to the value and complexity of the claim.

16. GENERAL PROVISIONS

16.1 Severability

If any provision is found to be unenforceable, the remaining provisions shall continue in full force.

16.2 Waiver

No waiver of any breach shall constitute a waiver of any subsequent breach.

16.3 Assignment

You may not assign Your rights or obligations without Our prior written consent.

16.4 Notices

All notices must be in writing and sent to the addresses specified in the Service Order.

16.5 Amendments

We reserve the right to update these Terms at any time. Updates will be posted on Our website and continued use of Services after changes constitutes acceptance of updated Terms.

16.6 Consumer Rights

Nothing in these Terms affects Your statutory rights as a consumer under Scottish law, where applicable.

17. CONTACT INFORMATION

Siobhan Preston Web Design
Sole Trader: Siobhan Hamilton
Website: www.siobhanpreston.com
Email: siobhan@siobhanpreston.com

For formal notices or legal correspondence, please contact Us via email for current address details.

By engaging Our Services, You acknowledge that You have read, understood, and agree to be bound by these Terms and Conditions in accordance with Scots law.