

Terms and Conditions

All material supplied by “The Client” for website use must comply with current legislation including:

- The [current principles](#) and [British code of Advertising Practice](#)
- [Trade Descriptions Act](#)

1. Definitions:

- 1.1. “The Client” means the person, firm or corporate body together with any subsidiary or associated company which places an “Order” and “The Provider” agrees to provide products and/or services to.
- 1.2. asimplewebsite.co.uk is a division of “The Provider” PHS Associates Ltd
- 1.3. An “Order” is the request by the Client for products and/or services. It must be accepted by “The Provider” and its acceptance is also subject to receipt of the “Initial fee” specified in the quotation.
- 1.4. “The Agreement” means the contract between “The Provider” and “The Client”. “The Agreement” shall apply to all goods and/or services ordered by “The Client” from “The Provider”.

2. Website design:

- 2.1. An initial design template page; will placed on asimplewebsite.co.uk website, for approval by “The Client” within five days of upload. This template will be used as the basis for all of the “The Client” web pages.
 - 2.1.1. Guarantee: If “The Client” is not satisfied with the initial design template they are entitled to a full refund of fees, subject to non refundable third party charges incurred by “The Provider”.
- 2.2. Following acceptance of this template design, the design will be transferred to the website host.
- 2.3. Each webpage must be reviewed by “The Client” to ensure accuracy and legal compliance.
- 2.4. Any webpage designed by “The Provider” is subject to copyright, and must not be reproduced without written consent.

3. Payment:

- 3.1. All payments must be paid in pounds Stirling to “The Provider” on or before dates specified in the quotation, unless otherwise agreed.
- 3.2. The “Initial fee” is due with the “Order”. Standing orders are due on the 1st of each month.
- 3.3. If any payment due is outstanding, “The Provider” shall be entitled to withhold provision of any goods or services it would otherwise be obliged to provide.

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4. Liability:

- 4.1. "The Provider" hereby excludes itself, its Employees and or Agents from all and any liability for loss or damage:
 - 4.1.1. Caused by any inaccuracy; omission; delay or error.
 - 4.1.2. Material content, artwork and photos supplied by "The Client".
- 4.2. "The Client"
 - 4.2.1. In placing an "Order" guarantees that all necessary authority and permissions have been obtained in respect of content, artwork, design and photographs provided by them. This material must comply with current legislation. "The Client" indemnifies "The Provider" in respect of all costs demands and/or claims arising from any such breach.

- 5. **Termination of "The Agreement"** is by either party giving one month's written notice. This termination does not negate liability or outstanding payment responsibilities.

The placing of an "Order" will confirm acceptance of these conditions. No variation or alteration of these terms shall be valid unless approved by "The Provider" in writing.

These terms and any express terms of contract shall be governed and construed in accordance with the laws of England. Any unenforceable provision shall be replaced by a mutually acceptable enforceable provision which comes closest to the original intention.