

Spectrum Web Products

Terms and Conditions of Business

1. Spectrum Web Products, a trading style of Harwil Associates Limited ("Spectrum") undertake to design a website and/or provide related services ("Service") to the client's specification ("Client") within the designated framework and according to the agreed pricing.
2. Following completion of the initial specification, the Client agrees to confirm delivery of the Service within one month. Upon acceptance by the Client, the Service will be activated by Spectrum, again within one month.
3. The date upon which the Service is activated ("Live Date") will form the basis of agreed instalment plans, renewal dates and cancellation timescales.
4. The Client may be required to pay an initial payment ("Initial Payment") at the specification stage of the Service. Some or all of the Initial Payment may be offset against instalments which fall due. The specification will not be drawn up until the Initial Payment has been received by Spectrum. The Initial Payment is non-refundable.
5. If an instalment plan is agreed, the Client agrees to make instalment payments promptly and in full.
6. Should any payment remain overdue for 30 days or more Spectrum reserve the right to withdraw the Service for which payment remains due.
7. Spectrum reserve the right to refuse to construct or host a web site which is judged as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws.
8. All material, both text and images supplied by the Client and used in the construction of the Client's web site, will remain the Client's property. All such material will be assumed to be the property of the Client and free to use without fear of breach of copyright laws.
9. The copyright for all material provided by Spectrum, such as HTML code, graphics, photographs and text, will remain the property of Spectrum unless agreed otherwise. Such agreement may be subject to commercial terms and/or an administration fee.
10. The Service will be subject to an initial minimum term of 12 months from the Live Date and thereafter a notice period of 30 days will apply for either party to cancel. If the Service is terminated for whatever reason before expiry of the initial minimum term, the balance of payments due will become immediately payable.
11. All Spectrum websites are designed to display acceptably in the most popular current browsers, but cannot be guaranteed to display acceptably in new versions of browsers released after websites have been designed.
12. Spectrum will make every reasonable effort to provide effective Search Engine Optimisation but cannot guarantee high placing in search engine results. Furthermore, Spectrum accepts no responsibility if any search engine, online directory or search site chooses not to list a Client's web site.
13. Spectrum does not undertake to maintain or update a Client's website as part of the Service unless otherwise stipulated during the specification process.
14. Spectrum will adhere to Data Protection legislation in dealing with all data supplied by the Client. The Client will remain responsible for their own Data Protection requirements.
15. Spectrum will not be liable for any non availability of the Service for any reason not under its direct control. This includes, but is not limited to, service interruptions relating to the website and/or email hosting facility, and/or the non-availability of the internet.
16. Unless otherwise agreed, ownership of the website domain name relating to the Service will remain with Spectrum. Any request from the Client to transfer ownership of the domain name will not be unreasonably refused but may be subject to commercial terms and/or an administration fee.