

Jewells Web is part of the Jewells Art Company.

Glossary of Terms	
Term	Description
Client	person(s),business or organisation using any of the services provided by Jewells Web
Project	work undertaken or service provided by Jewells Web for the Client on their request and as described in the confirmation email to that Client
Content	both text and images that the Client requires on the website
Domain Name	the website address as specified by the Client
Go Live Date	the date the website is publically available on the Client's chosen Domain
Hosting	the yearly cost to keep a Clients website activated online
Hosted Client	person(s), business or organisation who currently has a website(s)hosted by Jewells Web

Jewells Web Terms &Conditions

The contract between Jewells Web and the Client will be under these conditions, to the exclusion of all other terms and conditions unless agreed in writing with Jewells Web.

1. Details of the agreed Project requirements will be as set out in the Jewells Web confirmation email. The Client is requested to review the contents of this email and is responsible for contacting Jewells Web should they wish to amend the requirements before work begins.

Communication

2. Communication will be via email. The Client is responsible for keeping Jewells Web informed of their email address so that contact details remain current. Jewells Web can not be held liable in any way relating to communication issues if not supplied a current, valid email address. Jewells Web will acknowledge all emails.
3. Jewells Web can also be contacted by telephone, all projects / project amendments must be confirmed by email.
4. The Client will need to keep in contact with Jewells Web during development of the project. If the Client fails to respond to emails from Jewells Web, up to 5 attempts to email the Client using the email address specified by the client will be made. After which and in the absence of a response the Project will be put on hold, may be terminated and the deposit will not be refunded.

Deposit

5. Jewells Web will only begin work on a Project after receipt of 50% of the quoted Project fee which is non-refundable. The final 50% payment is due on completion of the website. The completed website will be published to the Domain Name once the Clients remaining balance is paid in full.
6. The deposit paid to Jewells Web covers the cost of design work carried out as well as any admin work and communication with Jewells Web. The deposit is non-refundable.

Content

7. Jewells Web expects the Client to check and verify that their website/business will operate legally.
8. Jewells Web has no control over and is not responsibility for the content of Clients' websites. The textual or image based content of our Client's websites does not constitute Jewells Web endorsement or approval of the website or the material contained within the website. Jewells Web has not verified any of the materials, images or information contained within our Client's

websites and is not responsible for the content or performance of these websites or for the Client's transactions with them.

9. Jewells Web provides external links or references within our Client's websites at their request, Jewells Web is not responsible for maintaining the links provided or for the content of any external website.
10. Jewells Web are not liable for loss, damage or corruption to files or information stored on its servers or individual PCs relating to a Client's website. The Client is solely responsible for any information or files relating to its website.
11. If this website is accessed from outside of the United Kingdom, it is done so at the visitors own risk and the visitor is responsible for compliance with the relevant laws of the visitor's jurisdiction.

Images

12. Where images used on the website have been purchased by Jewells Web on behalf of the Client, these images are for use on the website only. Jewells Web are not liable for misuse of these images by the Client or any other person's copying, altering or distributing the images to individuals or other organisations.
13. Where images used on the website have been provided by Jewells Web, Jewells Art retains the full copyright. These images are for use on the website only and must not be used by the Client or any other person without prior written permission from Jewells Art.
14. Images provided by the Client and displayed on the website are the sole responsibility of the Client regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any images supplied by the Client, they will be the sole responsibility of the Client.

Open Source Software

15. If a website includes Open Source Software, the Client pays only for the installation time of that software. There is no charge for Open Source Software and it is not owned by Jewells Web or the Client.

Hosting

16. Jewells Web will endeavour to provide a reliable and professional hosting service to the client, but cannot guarantee that the website hosting will be available at all times, especially in the event of a technical failure beyond our control.
17. Standard hosting offered by Jewells Web is limited to 1GB of website space. If your website requires more space than this a further cost will be incurred.
18. Jewells Web cannot be held responsible for anything adversely affecting the Client's business operation, sales, or profitability that might be claimed is a result of a service offered by Jewells Web.
19. Renewal of Hosting is due on a yearly basis. The date of renewal will be annually from the date the website was ordered by the Client. Hosting (and the Domain Name) will not be renewed if Jewells Web cannot contact the Client or the Client requests Jewells Web not to continue hosting their website.
20. The Hosting renewal charge must be received at least 10 days before the Hosting expiry date. Jewells Web reserves the right to deactivate any website where the Hosting has expired and the Client has not paid the renewal charge. There will be an admin fee set by Jewells Web for reactivating the website/Hosting.
21. Should a Client wish to move Hosting away from Jewells Web or transfer a Domain Name away from Jewells Web, a £50 admin charge will be issued, which must be paid before the transfer takes place.

Search Engine

22. Jewells Web will submit the Clients website to search engines but does not guarantee any specific placement or high ranking on search engines.

Domain Name

23. A Domain Name will be registered by Jewells Web on behalf of the client once the 50% deposit has been received and will show Jewells Web contact details. Hosted Clients can request changes to the contact details if they wish.
24. The client remains the legal owner of the domain and it is the responsibility of the client to renew their domain name(s) when due. Jewells Web will contact hosted clients and inform them in good time if the domain is due for renewal. If a domain name expires, their domain name could be made available to the public for purchase and Jewells Web can not be held liable for this.
25. Previously purchased domain names which the client wishes to use must be transferred to Jewells Webs hosting company before website development can begin.

Completion Date

26. Jewells Web will provide the Client with an estimated completion date for the Project (live on the internet) if requested and will endeavour to meet any given deadline, but do not guarantee and are not bound in any way to complete the Project by this date.

Travel

27. Travel and subsistence costs to client sites for meetings or training are not included in any development or maintenance fees, if required these additional cost must be met by the client.

Privacy

28. Jewells Web is committed to protecting and respecting your privacy. As an existing client your data is stored securely in order to produce and maintain your website, contact you about your website, administer your account and maintain company records in accordance with HM Revenue and Customs. Websites are hosted by an online hosting platform, who retain the published version of your website in accordance with their privacy policy which can be viewed at: <https://www.bestwebhosting.co.uk/privacy.php>. Records of .UK domain name owners are also held by Nominet, the official registry for all .UK domain names, you can view their privacy policy at: <https://www.nominet.uk/resources/privacy-policy>. As part of their service they maintain a directory called 'WHOIS', an official listing of the full details of all .UK domain names, you can search the WHOIS database at <https://www.nominet.uk/whois>.

As a new client you will need to consent to your contact information and website data being held by Jewells Web and the associated companies detailed above.

29. The terms and conditions of this website are governed by the laws of England and Wales. Jurisdiction for any claims arising in respect of this websites content shall lie exclusively with the courts of England. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.