

Brobuild Terms & Conditions

Website Design & Web Solutions

Brobuild Web design Terms and conditions

1. The contract between Brobuild and the client (you or your company) will be on these conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing, and will be based on a 12 month period with rolling contract for SEO and hosting costs on Direct Debit.

2. The works to be carried out shall be as set out within the Brobuild order form or on the Brobuild website & any extra work to be charged at the current hourly rate.

3. Brobuild will only commence work in a project after receipt of a non refundable deposit based on a percentage of the quoted project fee from the client. Brobuild will also require full and final payment on the completion of the project. However the client may pay for the project and services by a monthly Direct Debit or credit/debit card payments. This will remain in effect for 8 to 12 months & is at the discretion of Brobuild. It is your responsibility to make sure all payments are made .If you do not make these payments or instalments under this agreement or any other contract with Brobuild we will keep all sums paid and you will have to pay all outstanding monies immediately. We may also immediately terminate agreement or other orders with you.

4. The deposit paid to Brobuild covers the initial design work carried out as well as any administrative work and communication with Brobuild. The deposit is non refundable.

4.1 We will take further payment by direct debit or card, should this fail there will be an admin fee of £10.00 per failed transaction.

4.2. It is the responsibility of the Client to arrange alternative payment to bring the account to date failure to do so within 14 days will incur a further charge of £25.00 and seven days to settle the amount failure to do so will result in Brobuild revoking the clients right to pay by monthly instalments and the full amount will be due immediately.

4.3 Should the standing order or Direct Debit be cancelled then all other payments become due immediately. Brobuild reserve the right if payment is not made, to either suspend or remove the site files from the servers so rendering the site inactive there will be a reconnection fee of £25.00 should this need to be done.

5. By signing the order with Brobuild you not only accept that after the first full year from the order date your site and account will be added to managed package which includes maintaining the site, and emails supply of awestats, webaliser and stats, access to your control panel & remote access to your emails via the login page on www.brobuild.co.uk. This also includes changes to your content & remote assistance. By signing the order you agree to continue with the monthly payments required (Hosting for management or other agreed rate whichever is greater plus annual hosting fee or continuation of whatever package you are on e.g. SEO Management etc) if you only want web & Domain hosting after completion then you need to inform us in writing 45 days before the end of term Likewise if you wish to cancel any of our services we need this to be emailed to us here accounts@brobuild.co.uk 45 day before the renewal date. The fee for the hosting is £10.00 per month or £100.00 per year plus VAT. You can cancel the management but we will require the same time period and also in writing for this to take place.

If you cancel after the 45 day period or after we have acquired domains etc you will be liable for the additional outstanding amount plus the following 60 days charges.

5.1 We will build your home page and then contact you. If we cannot get hold of you we will try on three occasions and if we still cannot make contact we will carry on and build your site using the information we have, we will put the site live and you will still be liable for outstanding payments. We will then contact you again to say the site is live and you will have 14 days to make any changes required, after such time additional changes will be chargeable unless you are on a management package.

6. Where images used on the website have been purchased or supplied by Brobuild on behalf of the client, these images are strictly for use on the website only. Brobuild are not liable for misuse of these images by the client or any persons copying, altering or distributing the images to individuals or other organisations any pictures or images supplied by the client for use by Brobuild must have permission of the copy write holder in place and the client accepts all responsibility for this.

7. Where asked to provide search engine optimisation (SEO) for a client, Brobuild will provide all available resources to give the site the highest ranking possible but do not guarantee any specific placement or page ranking on search engines. A minimum contract period of 6 month is required for all SEO services, This in because it can take a while for the work we carry out to show n search engines. Brobuild will auto renew all SEO orders on the signup anniversary unless a cancellation request has been submitted. Should you wish to cancel this service we require a minimum of 3 months notice after the initial 6 month period, you can do this by emailing info@brobuild.co.uk or ringing us Monday to Friday 9am to 5 pm on 01452 729 953.

8 If the site Brobuild has been instructed to work on is a site that has been hosted or built by a different company Brobuild will require the user name a password to access the site. It is the client's responsibility to provide Brobuild with this information as soon as the order is placed.

9. Brobuild will provide the client with an expected completion date for the project (live on the internet) if requested. Brobuild 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. The expected completion date provided by any employee of Brobuild is purely an estimate.

10. Brobuild owns all design and code of the website until final payment has been received in full. Once final payment is received, the client will then own the design and code of the website.

11. All images displayed on the client's website will only be used after authorisation by the client, and are the sole responsibility of the client regarding usage and copyright. Should and legal issues or claims arise from the content or copyright of any images supplied by the client.

12. Domain names will be registered by Brobuild web design this will in most cases be in the clients name and address given on some occasions they may have to be registered to the Brobuild Web design & at our current address. Although these domain names are registered to Brobuild, the client is the legal owner of the domain once paid for in full and if the client request to have details changed or the domain name transferred elsewhere, Brobuild will do this within a reasonable timeframe. There will be an administration charge for transfers out to cover the costs incurred by Brobuild Ltd.

13. A domain name will be registered by Brobuild on behalf of the client once we have received 30% deposit. We can also transfer an existing name the client has to our control there can be a short delay with this process and if your emails are through the domain they could go down for this time We would need either you or your old provider to change the IPS TAG to ours which is PDR-IN you can if you chose leave the domain with your current supplier and only need you to point it at our name servers which are ns1.broservice.net & ns2.broservice.net but you must be aware that you will need to keep renewing you domain hosting with them or they can suspend

your service which will then shut your site down this will be totally out of our control. If you have email accounts with the domain we will endeavour to set these up this end but we will not be responsible for loss of old emails prior to the transfer, We will need a full list of account names to enable us to set up the accounts on Brobuild Ltd servers.

14. Brobuild has no control of, or responsibility for, the content of client's websites. In no way does the textual or image based content of our clients websites constitute Brobuild's endorsements, or approval of the website or the material contained within the website. Brobuild has not verified any of the materials, images or information contained within our clients web sites and is not responsible for the content or performance of these sites or for the client's transactions with them. Brobuild provides links or references to our client's websites solely for the convenience of prospective customers and intends that the link it provides current and accurate, but does not guarantee or warrant that such links will point to the intended client site at all times. Cookie policy, Terms & conditions, Privacy policy & the use of SSL certificates is the responsibility of the Client Brobuild Ltd can carry these things out but need the customer's instructions

15. Brobuild is not liable for loss, damage or corruption to files or information stored on its servers or individual pcs relating to a client's website or cms system. The client is solely responsible for any information or files relating to its website and Brobuild recommend that you backup all files on a regular basis .

15.1 All measures are taken to reduce minimal effect or disruptions, Brobuild do not guarantee that no disruptions will take place. All reasonable steps are taken when carrying out administrative work on websites Brobuild Ltd hereby excludes itself, its Employees and or Agents from all and any liability from: Loss or damage caused by any inaccuracy, Loss or damage of website revenues, Loss or damage caused by omission, Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site, Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

16. Brobuild can take a 1.9 % service charge payment on any payments received using a credit or debit card .If this is not acceptable to the client, we also accept BACS and cheque as an alternative payment method or can set up A Direct debit.

17. Brobuild web design makes no claims that the contents of this website may be lawfully viewed or downloaded outside England and Wales. Access to this website may not be legal by certain persons or in certain countries. If this website is accessed from outside of the United Kingdom, it is done at own risk and the visitor is responsible for compliance with the relevant laws of the visitors jurisdiction. The terms and conditions of this website are governed by the laws 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 effect.

18. Terms and conditions and Payment option this debit instruction on your credit card agreement will remain in force on a year on year basis until such time as it is cancelled. Any changes to you annual fee will apply to all purchases after the date on which the fee comes into force.

Under this agreement you are legally obliged to pay the full cost of your site purchased by direct debit Non-receipt of any instalment due on your account will result in suspension of your site by signing this agreement you accept that the payments are due and correct and any additional work require via either email, written request or phone conversation is also classed as an order and as such a contract and any work carried out which is not part of a paid package or maintenance contract will be charged at our standard hourly rate of £55.00 plus vat.

In the event of changing your credit card account number, please inform your brobuild office immediately on 01452 729 953 or by email to accounts@brobuild.co.uk in order to prevent failure of a post payment request.

The site fee may be paid by an annual debit or by instalments. Please tick the box to indicate the frequency of the direct debiting that you require, annually, bi-annually, quarterly or monthly.

Where a direct debit mandate is being set up in respect of a renewal, the existing expiry date of the site will remain unchanged and any arrears due to the date of the set up will be collected in the first instalment.

Any logo and branding designs hold an additional charge. You the client may use this material for other media only with the written agreement of Brobuild, and as such the copy write of these designs stay with Brobuild unless paid for. Should you leave Brobuild and have had a logo designed by us but not paid for the Design fee will become due.

19. Brobuild take customer care and security seriously and so we keep your data secure we also reserve the right to record and monitor all phone calls to and from the Brobuild offices this is for security and training purposes.

Domain Transfers

At Brobuild, we appreciate that your domain is a valuable commodity to your business and can be very important in the day to day running of your business. We therefore ask you to note that prior to initiating the transfer of any domain to or from Brobuild, you inform your account manager of the intended transfer.

We ask this to ensure that your website and email continue to function as normal. Also, when bringing in a domain to Brobuild, please ensure you have specified your requirements for www and email along with any other sub-domains you may wish to have set up. We have provided a document specifically for this as part of these instructions.

Various aspects of domain transfers can be beyond Brobuild's control and may cause transfer delays. To help avoid these delays, please ensure when bringing your domain to Brobuild that you have informed all those concerned of your intentions, e.g. the current ISP/registrar and the current listed administration contact for all domains you are transferring. Failure to do so may delay the transfers.

Where required, please also ensure that your domain is in a state for transfer i.e. the domain is unlocked We would need you Domain secret or epp code and or the IPS TAG change to ours which is PDR-IN..

Transfer in to Brobuild

Foreign domains e.g. those that end in .au, .fr etc should have their DNS set to ours as follows:

- ns1.broserve.net – 176.74.183.107
- ns2.broserve.net – 176.74.183.108

We do not take over all control for these domains (billing, technical, administration), as it can be very complicated conforming to domain registry demands of other countries.

It is the customers' responsibility to ensure all hosting associated to the transferred domain name is cancelled. If this is not done you may receive invoices from your old hosting company, as domain hosting is different to web hosting we will not be held responsible for any external fees you have

We don't charge customers a transfer in fee which can be very time consuming, this is recouped should clients wish to move out and is included in the transfer out fee.

Nominet domains (all .xx.uk domains with the exception of .gov.uk and .ac.uk) - The current ISP the domain is tagged to must request that Nominet changes the 'IPS TAG' for the domain to BROBUILD ISP TAG PDR-IN. Nominet will then advise us once the change has been made.

Please note that there is no charge for the transfer of Nominet domains unless you have lost your Nominet details in which case there will be a fee from Nominet. Pricing for the registration of new Nominet domains is available on request from sales@brobuild.co.uk

Any complaints relating to our domain registration and transfer services should be forwarded to info@brobuild.co.uk

Top level domains** (com - net - org - biz - info - us - eu) - You must obtain and supply the 'Auth' or 'EPP' code for us to be able to initiate any transfer in domains of this type. Once in possession of the Auth/EPP code, we will initiate the transfer of your chosen domain/s. However, the current host and the current listed administration contact will need to agree the transfer once they receive an email notification from our registrar. Brobuild uses Network Solutions for the transfers of this type of domain. All transfers to Brobuild's Network Solutions account include a one-year extension to the current expiry date of the domain unless the current registrar is also Network Solutions. In this case, the domain will be renewed in the normal manner. Alternatively, it is possible to change all contacts and name servers for a domain. This must be done via the domain management console of the current registrar/ISP your domain is currently held with.

**The domain must be unlocked/active and have been registered more than 60 days ago. It should not have been previously transferred within the last 60 days either. The administrative email address listed on the domain must be one that is accessible to either you or your current hosting provider. The transfer process will involve confirmatory emails being sent to this address to which a reply must be received within a limited period in order for the transfer to succeed.

Janet domains (.gov.uk & .ac.uk) - We submit a domain transfer request via our Janet partner portal which, if approved, transfers the domain in.

CentralNic domains (.ltd.com, .uk.com etc) - We submit a domain transfer request via CentralNic partner portal which, if approved, transfers the domain in.

CentralNic transfer request

Transfer out from Brobuild

Transfer of any domain will only take place if the account is fully paid up, There will also be a transfer out fee to pay prior to the transfer this is £100.00 and covers both the cost of the registrar, admin & technical costs to transfer the domain both in and out (we don't charge customers a transfer in fee which can be very time consuming, this is recouped should clients wish to move out and is included in the £100.00). We will send you a transfer out form which will need completing. Nominet domains (all .xx.uk domains with the exception of .gov.uk and .ac.uk) - We will request that Nominet changes the 'IPS TAG' for the domain to that of your new ISP. Please note you must supply us with this before your domain can be transferred out. Nominet will then advise your new ISP once the change has been made.

Pricing for the registration of new Nominet domains is available on request from sales@brobuild.co.uk

Any complaints relating to our domain registration and transfer services should be forwarded to info@brobuild.co.uk Top level domains (com - net - org - biz - info - us - eu) - Your new ISP must initiate the transfer of these domains. However, Brobuild and the current listed administration contact need to acknowledge the transfer once they receive an email notification from the new or current registrar. You will first need to request that we unlock any domain and provide you with the auth/EPP code assigned by the registry for each domain you wish to transfer. Once you have this code you will then need to ask your new ISP to start the transfer process for you, quoting the auth/EPP code.

Janet domains (.gov.uk & .ac.uk) - Your new ISP must submit a domain transfer request via their JA.NET (www.ja.net) partner portal which, if approved, transfers the domain over to them.

CentralNic domains (.ltd.com, .uk.com etc) - Your new ISP submits a domain transfer request via their CentralNic partner portal which, if approved, transfers the domain over to them.

Please note: When transferring a domain away from Brobuild, we will automatically remove the domain from our name servers three working days after the transfer has completed unless otherwise advised by you. It is advised that you inform your new domain host/ISP of your requirements with regard to the domain prior to the transfer to ensure an uninterrupted service.

Definitions

Auth' or 'EPP' code

The auth/EPP code is a six to 16-character code assigned by the registry at the time of domain name registration. Its purpose is to aid in the identification of a domain registrant for a particular domain name and is required to transfer your domain. Auth/EPP codes are case sensitive and can be obtained from your current registrar.

IPS TAG

Each Nominet member ISP has its own unique IPS TAG, normally viewable in the WHOIS output for your domain name (TAG = *****). Brobuild's IPS TAG is PDR-IN