



## Website Rental Contract

### Terms and Conditions

By placing an order with CandyFloss Design, you confirm that you are in agreement with and bound by the terms and conditions below  
More information on terms and conditions...

Definitions:

**The Client** : The company or individual requesting the services of CandyFloss Design.

**CandyFloss Design**: Primary designer/site owner & employees or affiliates.

### General

CandyFloss Design will carry out work only where an agreement is provided either by email, telephone or mail. CandyFloss Design will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between CandyFloss Design and the client, this includes telephone and email agreements.

When a website is in the production stages, the client will have to agree all artwork and designs before the process of building the website.

When the client has agreed the designs and artwork, any major changes to the design will incur a fee.

CandyFloss Design can not and will not guarantee any particular position on any search engine. The ranking of your site is not associated with our services and we will not monitor your position. You will however be submitted to all major search engines and your website will be designed with search engine optimisation (SEO) in mind.

### Website Design and Rental

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, CandyFloss Design cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of CandyFloss Design during and after the rental period or payment in services for website purchase are paid in full.

Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by CandyFloss Design remain the copyright of CandyFloss Design and may only be commercially reproduced or resold with the permission of CandyFloss Design.

CandyFloss Design cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

CandyFloss Design can not be made responsible for any material submitted via the CMS on the clients website. We reserve the right to remove such offensive content and refuse service on such site until the issue is resolved.

CandyFloss Design can not be held responsible for any validation errors in the page after the CMS has been used. This website will be fully W3C compliant when the website goes live, from the moment the client edits the website via the CMS we are no longer in control of the websites validation status.

CandyFloss Design can not be held responsible for changes in the CMS that result in a page failure, however will work with the client to rectify the error as soon as possible.

Any additions to briefs provided will be carried out at the discretion of CandyFloss Design and where no charge is made by CandyFloss Design for such additions, CandyFloss Design accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to CandyFloss Design all materials required to complete the site to the agreed standard and within the set deadline.

CandyFloss Design will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

CandyFloss Design will not be liable for any losses of monies, losses of information or website malfunction using the eCommerce system powered by Zen Cart, to view terms and conditions of Zen Cart please visit [http://www.zen-cart.com/index.php?main\\_page=conditions](http://www.zen-cart.com/index.php?main_page=conditions). Please ask a member of the CandyFloss design team for a copy of the Zen Cart conditions if they are for some reason unavailable to you online.

CandyFloss Design will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. eg. Any disputes re content/images that have been provided to us for inclusion on the site.

CandyFloss Design will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

A deposit of 25% for website purchase or a sign up fee of £ 150 is required with any project before any design work will be carried out. This figure may be higher for websites of an adult nature and is non-refundable.

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary.

A rental website remains the property of CandyFloss Design during and after the contracted period.

## Cancellation

If the client wishes to cancel their rental contract with CandyFloss Design, 30 days notice must be given and the total remaining contracted amount must be paid in full

## Application and Development

Where applications or sites are developed on servers not recommended by CandyFloss Design, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the clients responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by CandyFloss Design before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, CandyFloss Design will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief

## Compatibility

CandyFloss Design will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed in all major internet browsers. CandyFloss Design can offer no guarantees of correct function with all browser software.

## Website Hosting

Whilst CandyFloss Design recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service by CandyFloss Design cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

CandyFloss Design reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise.

## Payment of Accounts

A deposit or sign up fee is required from any new client before any work is carried out. It is the CandyFloss Design policy that any outstanding accounts for work carried out by CandyFloss Design or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with Candyfloss Design.

If purchasing: Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

If renting: Once the signup fee has been paid you will start your standing order payments from the first of the next month and each consecutive month thereafter on the 1st. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or CandyFloss Design have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgments (ccjs) being added to the clients credit rating.

Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

## Your Privacy

We do not share or sell any of your details with third party companies, without your express permission and we will only email you or contact you about work related matters.

## Complaints Procedure

**Informal procedure:** Anyone who experiences a problem with their web service provided by CandyFloss Design should raise the matter directly using our online contact form to do so, giving sufficient information to locate the material (such as an URL) and clearly outlining the grounds for complaint.

CandyFloss Design will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

**Formal complaints procedure:** The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to CandyFloss Design, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

## Contract Terms

The client agrees to sign with CandyFloss Design with the website rental package:

**eCommerce / Platinum / Gold / Silver / Bronze.**

For a monthly cost of:

**£44.95 / £27.50 / £19.95 / £9.95**

For a term of :

**18 months/ 24 months.**

\*After the set term of rental 30 days written notice for cancelation must be given.

The client agrees to pay a signup fee **of £150** before any work is carried out by CandyFloss design, this fee is non refundable.

The client reserves the right to cancel the contact no later than 30 days after this contract has been signed.

Client Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company / Client name: \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Email Address: \_\_\_\_\_

Present URL if any: \_\_\_\_\_

The undersigned agrees to the terms of this agreement on behalf of his or her organisation or business.

Authorised signature on behalf of the client:

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

Authorised signature on behalf of CandyFloss Design:

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_