

# TERMS & CONDITIONS

## 1. Introduction

These website Terms and Conditions incorporated by Our associated policies govern the access and the use of by You (“You, Your, User, Visitor”) in relation to the website <https://www.websitedoctors.co.uk> owned by The Website Doctors (“Our, We, Us”).

By using, visiting or browsing Our website, You are deemed to accept all the Terms and conditions mentioned below. If You do not agree to these Terms and Conditions, then please do not use Our website. Continued use will be interpreted as acceptance of these Terms and Conditions.

## 2. Order of Precedence

If there is a conflict between these Terms and Conditions, precedence will be;

- a) Marketing Agreement (for customer orders);
- b) Incorporated associated policies;
- c) These web site Terms and Conditions.

For the avoidance of doubt the parties agree that any purchase order or other terms shall reference this precedence and prevail over any purchase order terms.

## 3. Accessing and using Our website

You shall use and access Our website in a responsible way.

(a) You will not publish, submit, post, unlawful, harmful, foul language, controversial, abusive, racial, hateful, nudity, pornographic, threatening, defamatory, libellous, obscene content, disparaging remarks, breaking copyright, illegal activity, fraud, breach of confidence, on Our website.

(b) You will not introduce or distribute viruses, trojans, worms, spam, hack, pish, spider, crawl, scrape, damage, spam, robot for search engine indexing, corrupt data and denial of service attacks. Breaching this provision may see You being reported to the relevant law enforcement authorities.

(c) We will not be liable for any loss or damage arising from denial of service attacks, viruses, content etc infecting Your computer equipment either from use or downloading.

(d) Any linking of Our website on Your website must be pre-approved in writing by Us. The link shall not damage Our brand or reputation in event of this We reserve the right to withdraw Your permission immediately without notice. You shall remove such reference immediately from Your website.

e) The content displayed on Our Website is provided without any guarantees, conditions or warranties as to its accuracy without any liability whatsoever.

(f) Access to Our website may not be uninterrupted and is provided “ASIS” and is not 100% error free. You down loading the any material from Our Website is at Your sole discretion and risk without any liability to Us.

(g) The content on Our website is presented in good faith as general information to put into place good business marketing practice. Any decisions You make, and the consequences of such decisions are borne by You.

#### **4. Payments**

For any products and service ordered through Us or Our website any charges shall be in accordance with Our Marketing Agreement.

#### **5. Data protection**

We manage Your Personal Data in accordance with data privacy laws including the GDPR.

(a) The definitions of Data Subject, Data Controller, Data Processor and Personal Data are in accordance with the Data Protection Act and the GDPR.

(b) Our Privacy policy incorporated by these Terms and Conditions and available on Our website - which includes but is not limited to the purpose, Data Controller and Data Processor roles, the Personal Data which We collect, third party, outside international transfers, cookies, marketing, Your rights and subject access requests.

(c) Our data breach policy includes a process for Us dealing with data breaches, investigation of such breach, breach notification commitments within 72 hours for Data Controllers or notify reasons for delay.

(d) In relation to retention period Our retention policy facilitates the retention of records or specified retention times and associated exceptions. As the Data controllers We reserve the right to set the any retention period of Personal Data related to services.

(e) The Data Processor shall continue to provide Us reasonable support with subject access requests and data breaches within the agreed notification

timeframes. The suppliers or third parties shall use appropriate organisational and technical measures to prevent unauthorised access or loss of Personal Data.

## **6. Intellectual Property and licenses**

All marketing, website, photographs, images and design material for business customers shall be incorporated by the Marketing Agreement.

The website marketing, websites, photographs, images and design content for Our website remains as Our exclusive property.

Any copying, publishing, storing and reproduction of the Our website content and material is licensed to You for the use or display for personal use and shall not be used for commercial purposes except where rights are given under the Marketing Agreement for commercial use.

## **7. Indemnity**

You agree to indemnify, defend and hold harmless Us and its directors, officers, employees, agents, associates, and affiliates, from any and all third party claims or demands, in relation to liability, copyright, intellectual property, damages and/or costs (including, but not limited to, reasonable legal fees) arising from Your use of this Website, Your breach of these Terms and conditions, any content submitted by You or any rights of another. Provided that We are given notice of such claim or demand and the authority to defend such claim.

## **8. Limitation of liability**

In no event will We be liable for:-

- (a) Any loss of profits, income, revenue, use, business or commercial opportunities, goodwill, reputation, cost of replacement.
- (b) Any direct, indirect, special, consequential, punitive or incidental damages.
- (c) Any loss or corruption of any data, database or software.
- (d) Any loss to the customers uptime, access, availability, loss, interruption due to circumstances beyond Our reasonable control.

Nothing in this Agreement will limit liability for personal injury, death, fraud or any other liability which cannot be excluded by law.

## **9. Links to external or other websites**

For further information on links to external or other websites incorporated by these Terms and Conditions please visit Our privacy policy.

## **10. General**

(a) If any part of the Term and Conditions is unenforceable (including any provision in which We exclude Our liability to You) the enforceability of any other part of the Term and Conditions will not be affected all other clauses remaining in full force and effect.

(b) We reserve the right to modify and update the Terms and Conditions from time to time without any further notice, please check for updates.

(c) We operate a dispute handling procedure which We will try to resolve disputes with You when they first arise, please let us know by email.

(d) Any case studies, press release or references featuring Us shall be preapproved in writing from Us.

(e) Any notices should be sent to Our registered address and copy by email.

(f) The above Terms and Conditions, along with the order of precedence in Clause 2 above, constitute an entire agreement between the parties and supersede any and all preceding agreements.

## **11. Jurisdiction**

These Terms and Conditions are exclusively governed by the Laws of the England and Wales and the courts of England shall have exclusive jurisdiction.

## **12. Late Payments**

Please note that upon requesting to use the services of The Website Doctors and agreeing for work to start, payment is due within 14 working days of the invoice being submitted. Any payments due over 30 days may be subject to a late payment fee of 8.5%.

## **13. Making amendments to projects after briefs are signed off**

The Website Doctors allows for up to 3 reasonable sets of amendments (as deemed reasonable by The Website Doctors) without incurring additional charges. Once three amendments have been made following the signed off brief, The Website Doctors reserve the right to charge an hourly rate for further changes.