



Please read these terms and conditions carefully before using the web site operated by RST Developments Limited trading as RSTWebBuild (“RST”, “we” or “us” Designer/site owner & employees or affiliates). By completing & signing RST Letter of Intent conditions you agree to be legally bound by these terms and conditions as they may be modified and posted on our web site from time to time.: The company or individual requesting the services of RST will be referred to as The Client

## **Website Development Plan**

- a) The client makes an enquiry about a website stating the requirements.
- b) RST confirms that the enquiry has been received and advises on suitable options, cost and when work can begin.
- c) The client agrees upon a project by confirming the requirements, paying RST a deposit along with a signed letter of intent. RST will need to be receipt of any content (i.e. text, images, photos etc) required to carry out the project before the project commences. If the client can not provide their own images RST can supply an image from a photo library at a cost £5.00 per image.
- d) RST begins work and within 7 days from the receipt of deposit, RST will upload a preliminary home page to RST's server for the client to view and comment upon. No further work will be carried out until the design is signed off.
- e) Within a 2-4 week period the website is constructed on RST's server using content (i.e. text, images, photos etc)
- f) When RST and the client are satisfied that the website meets the criteria agreed in the projecting process, RST sends an invoice to the client.
- g) When payment has been received from the client, the website is published on the client's server.
- h) If the client wishes RST to undertake maintenance of the web site, an agreement is reached about pricing.



## Website Design & Hosting Terms and Conditions

The following terms and conditions apply to all services offered by RST. By ordering services from RST you are agreeing to the following terms and conditions. RST will carry out work only where an agreement is provided either by email, telephone, mail or fax and a signed letter of Intent together with a deposit of 30% has been received.

1. We reserve the right to refuse to construct or host a web site which we may judge 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. RST will carry out work only for clients who are 18 years of age or above.
2. Responsibility for the adherence to UK law regarding disabled accessibility rests with the client and not with RST. Adhering to accessibility guidelines may involve additional expense depending on a client's requirements.
3. The acceptance of a project shall be deemed as a contractual agreement between the client and RST.
4. RST cannot always guarantee to start work immediately on a project but will arrange a date with the client as to when work can commence. Usually 7 days from receipt of deposit & signed Letter of Intent
5. Before work begins on a project, RST requires a deposit normally this will amount to 30% of the total cost of the project and a Letter Of Intent along with any content (i.e. text, images, photos etc) required to carry out the project before the project commences. If the client can not provide their own images RST can supply an image from a photo library at a cost £5.00 per image.
6. 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.
7. The copyright for all material provided by RST, such as HTML code, graphics, photographs and text, will remain the property of RST until such time as payment has been made in full whereupon they will become the property of the client.
8. RST makes every effort to design pages which display acceptably in the most popular current browsers, but cannot accept responsibility for pages which do not display acceptably in new versions of browsers released after pages have been designed. Every effort will be made to ensure that the website and any scripts or programs are free of errors; RST cannot accept responsibility for any losses incurred due to malfunction, of the website or any part of it.



9. RST does not undertake to promote a client's website as part of the design project. If a client wishes RST to promote a web site as a separate project, RST will make every reasonable effort to promote the website effectively but cannot guarantee high ranking positions in search engine results.
10. RST can accept no responsibility or liability if any search engine, online directory or search site, submitted to as part of a web site promotion project, chooses not to list a client's web site.
11. RST will initially place the client's website on RST's server in order that the client may view and comment upon the website's progress. When both RST and the client agree that the website has met the criteria agreed RST will invoice the client for the balance due for the project. On receipt of payment, RST will publish the website on the client's server. If a Content Management Site has been included then the client will receive the log in details for the Content Management Site area along with their Email passwords.
12. If at any point during the Website Development a client wishes to cancel, they may do so but will be invoiced an amount that RST judges to be proportional to the amount of work completed so far.
13. If, during the Website Development the client does not supply the content required in order to complete the project within a reasonable amount of time, RST will consider that the client wishes to cancel the project.
14. RST expects payment by cheque within 7 days of the date on the invoice.
15. RST does not undertake to maintain or update a client's website as part of the design project. If a client wishes RST to maintain or update a web site as a separate project, RST will negotiate with the client a maintenance contract appropriate to the amount of work required.
16. RST reserves the right to alter prices at any time without notice. If a client has projected any services from RST prior to a change in prices, that project will not be subject to any increase, but any subsequent project may be subject to an increase.
17. RST will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines & 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.
18. The use of our servers to send bulk email whether opt-in or otherwise, and the use of bulk email to promote a site on our network is strictly forbidden.
19. The acceptance of web hosting services shall be deemed as a contractual agreement between the client and RST. RST is not responsible for any interruption of service, and accepts no liability for any loss of services, sales or any other form of loss due to interruption of service. unavailability of the site, its servers, software or any material provided by its agents.



20. We reserve the right to refuse to serve the needs of an existing user making inappropriate or unreasonable use of RST services. Inappropriate or unreasonable includes, but is not limited to, materials whose nature and/or volume compromises the ability of RST servers to serve other users' web presence, unreasonable consumption of disk space, internet link bandwidth, CPU, and memory usage.  
Examples of inappropriate or unreasonable use include, but are not limited to, Chat/IRC, web proxy and mailing list scripts which are not allowed on our servers under any circumstances. Streaming media can be a drain on web server resources and therefore is not allowed. CGI based message forums which use flat file databases are often found to use excessive system resources, to avoid disappointment please use a PHP/ASP message forum. The use of web cam applications that maintain a constant FTP connection uploading an image at regular intervals is forbidden. If you are unsure about content you intend to place on our servers, please check with us before you do. RST reserves the right to determine what constitutes acceptable use.
21. The customer will fully indemnify RST against liability which may befall RST as a result of the customer's legal or illegal use of the services.
22. The customer will fully indemnify and hold us harmless from any claims resulting from the use of the service which damages the customer or any other party.
23. Our servers may not be the source, intermediary or destination address involved in the transmission of spam. Spam is considered to be any mass unsolicited message in the mediums of newsgroups and email.
24. We reserve the right to terminate any accounts, at any time, where the user has made inappropriate or unreasonable use of any of RST services.
25. We reserve the right to refuse to host a web site which we may judge 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. RST takes no responsibility for any information loaded to our customer's accounts or servers - nor do we have a policy of policing clients' web content but if something is brought to our attention which contravenes the above, we reserve the right to remove the offending material and terminate our contract with the offending party without recompense. Certain types of content are not permitted to be hosted on our servers. Content relating to Hacking, Cracking, Warez and IRC is not allowed. Software downloads may only be hosted if you are the writer and copyright owner of the software, all other software including freeware, shareware and trial software is forbidden. Audio and video downloads may only be hosted if you are the creator and copyright owner of the work.
26. RST 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.

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