

1. **Wicked Websites** – Wicked.Websites is owned and operated by Wicked Websites Limited, a company registered in England and Wales (registered number 6463966) whose registered office is at 4 Market Place, East Dereham, Norfolk, NR19 2AW (“Wicked.Websites”).
2. **Price variation** – Price estimates are based on Wicked.Websites current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance, where such amendment is required in order to meet any rise or fall in such costs
3. **Tax / VAT** – Wicked.Websites reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.
4. **Preliminary work** – All work carried out, whether experimentally or otherwise, at customer’s request shall be chargeable.
5. **Copy** – Where any additional work of whatever nature is necessary as a result of anything, including any copy supplied by a customer not being clear and/or legible, Wicked.Websites shall be entitled to make additional charges on a time and materials basis to cover such additional work.
6. **Proofs** – Mock ups or proofs of all work may be submitted for customer’s approval and Wicked.Websites shall incur no liability for any errors not corrected by the customer in the mock ups or proofs so submitted. Additional charges shall be made for any additional mock ups or proofs that are required as a result of alterations required by the customer. When style, type or layout is left to Wicked.Websites discretion, any subsequent changes to such style, type or layout required by the customer shall be subject to additional charges on a time and materials basis.
7. **Copyright** –
 - (a) Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork and illustrations and anything else whatsoever (including any code text and/or content) prepared, developed or created by Wicked.Websites including in connection with any website created by Wicked.Websites (“a Website”) shall vest in and belong to Wicked.Websites. Wicked.Websites may use any artwork or printing or website produced by itself for the purposes of promoting itself. The customer shall be responsible for obtaining all necessary authorities and consents to reproduce pictures, artwork, photographs, copyright text and/or any other reproducible materials (“Materials”) prior to instructing Wicked.Websites to reproduce the same. The customer shall indemnify and hold Wicked.Websites and all of their agents and representatives harmless against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of any claim (including but not limited to the defense of such claim) that the use and/or reproduction of the Materials by Wicked.Websites infringes the intellectual property or other rights of any third party or misuses the confidential information of a third party.
 - (b) All design, text, illustrations, graphics, photographs, diagrams, drawings, logos and the selection and arrangement thereof, and all source code and all other material content of any Website owned, controlled or operated by Wicked.Websites are the intellectual property of Wicked.Websites or its content providers and as between Wicked.Websites and the customer all intellectual property rights (including all copyright) arising out of or connected with such content shall belong to Wicked.Websites. No reproduction of any part is allowed without written permission.
8. **Company Logo** – Anything created by or on behalf of Wicked.Websites for or on behalf of the customer may carry the Wicked.Websites logo and / or text linked to any Website owned or operated by or on behalf of Wicked.Websites which will be positioned at Wicked.Websites discretion.
9. **Delivery and payment** – Delivery shall occur on the completion of the creation by Wicked.Websites of the number of web pages as set out in the order form at which point Wicked.Websites shall be entitled to payment in full. The customer acknowledges and agrees that whilst Wicked.Websites in question will agree with the customer an estimated date by which the Website will be “on-line” such a date is only an estimate and time is not of the essence as regards the Website coming on-line and accordingly, Wicked.Websites shall have no liability to the customer if the Website isn’t on-line by such estimated date. The customer will still be obliged to pay in full for the order in respect of which delivery was late. In addition:
 - (a) These services rely on the customer not delaying the progress of the order in any way (which delays include but are not limited to the customer not approving proofs or mock ups or failing to provide copy or content by the time specified by Wicked.Websites or failing to make payment by the time such payment is due) (a “Customer Delay”).
 - (b) Should work be suspended at the request of or delayed through any default of the customer including a Customer Delay for a period of 28 days or more Wicked.Websites shall then be entitled to payment in full for the work and/or services ordered.
 - (c) Wicked.Websites shall be entitled to payment in full before the Website will be on-line.
10. **Claims** – The Website will consist of those elements detailed on the Order Form and Wicked.Websites shall be under no obligation whatsoever to provide anything more (including any extra functionality) howsoever in respect of the Website (including any network access) other than that detailed in the Order Form. Any claim that the elements detailed in the Order Form have not been provided must be made in writing to Wicked.Websites within 28 days of delivery. Wicked.Websites or any of its agent or representative shall not be liable in respect of any claim if the claim in question is notified outside the aforementioned timescale.
11. **Liability** – Wicked.Websites gives no warranties or guarantees or makes any representations as to the merchantability or fitness for a particular purpose of any completed work (including any Website) the subject of a customer’s order and all other warranties, conditions, guarantees or representations, whether express or implied, oral or in writing, except as expressly stated in these terms and conditions are hereby excluded. Further, Wicked.Websites shall not be liable for any indirect, special or consequential damages, loss of profits, economic loss, loss of goodwill or loss of anticipated savings or loss of data including any data stored on or accessible through a Website. The total aggregate liability of Wicked.Websites in respect of any and all causes of action arising out of or in connection with the customer’s order and Wicked.Websites performance of services pursuant to such order (whether for breach of contract, strict liability, tort (including, without limitation, negligence), misrepresentation or otherwise) shall (subject to the provisions of paragraph 10) be limited to the sums paid to Wicked.Websites by the customer in respect of the order pursuant to which liability has arisen. Nothing in these terms and conditions shall be construed so as to limit or exclude liability which cannot, pursuant to English Law, be excluded or limited including for death or personal injury or liability in respect of fraud or fraudulent misrepresentation.
12. **Customer’s property** – The customer’s property and all property supplied to Wicked.Websites by or on behalf of the customer shall while it is in the possession of Wicked.Websites or in transit to or from the customer be deemed to be at customer’s risk unless otherwise agreed and the customer should insure such property accordingly.

13. **Credit terms and payment** – For invoices not settled within the agreed credit terms or for payments returned unpaid (such as cheques, credit cards or similar), Wicked.Websites reserves the right to charge interest at the statutory rate from time to time in force and an administration fee to cover its debt recovery costs and any other costs relating to the collection of payment.
- The Customer acknowledges and agrees to pay all monthly fees on the 1st day of each month pro rata by subscription credit card payment to Wicked.Websites. In the case of monthly accounts and invoices, the Customer acknowledges that Wicked.Websites reserve the right to automatically suspend the Customer's account, website and all associated services on the 14th day of the month should the monthly payment not be made.
 - The Customer acknowledges and agrees to pay all invoices on the 14th day after the invoice date. In the case of a non-monthly invoice then the customer acknowledges that Wicked.Websites reserves the right to suspend the Customer's account, website and all associated services on the 21st day after the invoice date.
 - The Customers acknowledges the Website will be taken Offline on the day specified in 13(a) or 13(b) and a £25 fee will be incurred to make the Website active again.
14. **Insolvency** – If the customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against it, Wicked.Websites without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to Wicked.Websites, and (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in Wicked.Websites possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as Wicked.Websites thinks fit and to apply the proceeds towards such debts.
15. **Illegal matter** –
- Wicked.Websites shall not be required to produce all or any part of a Website (including any text and/or graphics appearing on a Website) which in its opinion is or may be of an illegal, libelous, immoral, blasphemous, morally offensive, politically extreme, obscene or fraudulent nature or an infringement of the intellectual property or other rights or any third party ("Offending Matter").
 - The customer shall indemnify and hold Wicked.Websites and all their agents and representatives harmless against all claims, demands, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of the work it is required to produce pursuant to a customer order being or becoming Offending Matter.
 - Without prejudice to any other right or remedy Wicked.Websites may have under these terms and conditions or at law, in the event that Wicked.Websites in question reasonably believes that any Website contains Offending Matter or if required by any court or other competent authority to take the Website down then it may without liability to the customer and without giving any prior notice to the customer, take the Website in question down.
16. **Data Protection** – By placing an order with Wicked.Websites, the customer consents to its details being passed on to Wicked.Websites for accounting and marketing purposes. The details will be kept by Wicked Websites even after the customer's trading relationship with Wicked Websites has terminated. Wicked.Websites may use the customer's personal data to let customers know about goods and services similar to the goods or services provided to the customer previously and any others matters that Wicked.Websites considers may be of interest to customers.
17. **Force majeure** – Wicked.Websites shall be under no liability (and shall not be obliged to refund all or part of any fees paid by the customer) if it shall be unable to perform any obligation which is owed by it to the customer for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials or services required for the performance of the contract, any loss of access to any network (including the internet) or any act or omission of any ISP or similar which arises other than as consequence of Wicked.Websites being in breach of any agreement with the ISP or Website host (or similar) in question. During the continuance of such a contingency the customer may by written notice to Wicked.Websites elect to terminate the contract and pay for work done and materials used with 30 days notice, but subject thereto shall otherwise accept delivery when available.
18. **Variation to Terms and Conditions** – These terms and conditions may be amended by Wicked.Websites from time to time (but not for the avoidance of doubt by any customers). The latest version of these terms and conditions may be accessed via Wicked.Websites Website at www.wicked-websites.co.uk/termsandconditions.pdf
19. **Websites and Website Services**
20. The customer acknowledges and agrees that any code, software, content, graphics, visuals and the look and feel of any Website shall, as between the customer and Wicked.Websites, belong to Wicked.Websites. Further, save as expressly granted under the contract with a Wicked Websites, the customer shall have no right or licence whatsoever in or to the Wicked.Websites Control Centre.
- The customer acknowledges and agrees that whilst Wicked.Websites will use its reasonable endeavours to ensure that the Website is, otherwise than for maintenance (whether routine, planned or emergency) accessible at all times, it gives no warranty whatsoever that the Website will be accessible either in whole or in part or otherwise "on line" for any period of time or that access will be uninterrupted or secure.
 - The customer will have access to certain of Wicked.Websites proprietary software ("WWCMS") that allows the customer to update the content of the Website. However, Wicked.Websites reserves the right to, without incurring any liability whatsoever to the customer, deny such access and/or otherwise and without giving any reason therefore to cease making WWCMS available.
 - The customer agrees that in respect of the Website it will not:
 - do any illegal act including without limitation, drug dealing, violation of national export restrictions, harassment, fraud, trafficking in obscene material, distributing viruses, trojan horses or any other similar harmful or deleterious programming routines;
 - do any act which either WW or Wicked.Websites in question has reasonably requested the customer not to do;
 - do or attempt to do any act which violates any system or network security which, without limitation, shall include
 - unauthorised access and/or probing or scanning of the system security and/or hacking;
 - involve itself in spamming, mail bombing, system flooding or anything similar;
 - provide any false or misleading information to Wicked.Websites or over the Website;
 - use the Website for chat pages, contests or any other high volume activities without the express written permission of Wicked.Websites;

- (viii) permit anything to appear on the Website that is or could reasonably be considered to be defamatory, politically extreme, immoral, obscene, blasphemous or which could otherwise reasonably be held to offend public decency.
- (d) The customer acknowledges and agrees that if Wicked.Websites in question reasonably considers that the Website is being used for any purpose that Wicked.Websites in question reasonably considers to be in breach of any of the above provisions or otherwise, in the common sense of the word, improper then it may, without prior notice, take down the Website in question without incurring any liability whatsoever to the customer.
 - (e) The customer acknowledges and agrees that it is not envisaged that any Website will exceed such bandwidth as Wicked.Websites acting (having regard to the size of the customer and the intended purpose of the Website and the fact that it is envisaged that only low volumes of traffic will be driven through the Website) reasonably considers appropriate, to the extent that such bandwidth is materially exceeded and/or is regularly exceeded Wicked.Websites may, without prior notice take down the Website in question, without incurring any liability whatsoever to the customer.
 - (f) The customer acknowledges and agrees that in respect of WWCMS, it will be provided with a password and it must keep that password confidential to ensure that no unauthorised person accesses WWCMS. In this regard, the customer shall indemnify and hold Wicked.Websites and all their agents and representatives harmless against all claims, demands, actions, costs, expenses (including, but not limited to, legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of any unauthorised access to WWCMS.
 - (g) The customer acknowledges and agrees that Wicked.Websites in question will have no liability for any element of the Website that was not created by it or on its behalf or which was supplied by the customer and further, the customer acknowledges and agrees that the Wicked.Websites reseller shall only be liable in respect of any inaccuracy of any element of the Website that has been created by it or on its behalf if having been notified of such inaccuracy, which notification must be within 28 days of delivery, Wicked.Websites has, after having been supplied with everything it reasonably requests from the customer, failed to rectify the inaccuracy within seven days of being so notified and then the extent of the Wicked.Websites reseller's liability in respect of such liability shall be governed by these terms and conditions.
 - (h) As regards the provision of the Website and any related services by Wicked.Websites, any words and phrases which have a customarily accepted meaning within the IT industry shall have that meaning unless stated otherwise.
21. **Severability** – If any provision of these terms and conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
22. **Invalidity of other terms** – Unless expressly agreed to in writing, no other terms (including those contained on any purchase order supplied by a customer) nor any representation will form part of any contract between Wicked.Websites and the customer and these terms and conditions will, in absence of any written agreement between Wicked.Websites and the customer stating otherwise, represent the entirety of the terms of such contract.
23. **Notice** – Any notice to be required to be served under any contract between Wicked.Websites and the customer shall be in writing and delivered personally or sent by first class prepaid post to: Wicked Websites Limited, 4 Market Place, East Dereham, Norfolk, NR19 2AW. In the case of the customer, to the address of the customer detailed in the order form. Any such notice shall be deemed properly served, in the case of personal delivery on delivery and in the case of posting two working days after the date of posting.
24. **Law** – These terms and conditions and all other express terms of the contract with customers shall be governed and construed in accordance with English law. English Courts shall have jurisdiction in relation to any matters arising in connection with any contract between Wicked.Websites and the customer into which these terms are incorporated.