

Website & Hosting Terms & Conditions

It is not necessary for the client to have signed an acceptance of these terms and conditions for them to apply, if the client accepts a quotation then the client will have deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Charges and Costs

Charges for the services to be provided by The Ideas Cupboard (which is the trading name for Imagination Creation Design Ltd,) and are defined in the product quotation that the client receives in writing, this can be received by tracked post if requested at a cost to the client.

The Ideas Cupboard reserve the right to requote for works to redesign or rebuild the client website should the need arise, such as but not limited to the introduction of new technology.

The client agrees to reimburse The Ideas Cupboard for any additional expenses necessary for the completion of the project, such as but not limited to: purchase of special fonts or stock photography, with the client's prior approval.

Copyright, Content and Permissions

The client retains the copyright to data files and graphic logos provided by the client, and grants The Ideas Cupboard the rights to publish and use such materials, the client must obtain permissions and rights to use any information or files that are copyrighted by a third party, the client is responsible for granting The Ideas Cupboard permissions and rights of the same and agrees to indemnify and hold The Ideas Cupboard harmless from any and all claims resulting from the clients negligence or inability to obtain proper copyright permissions.

A contract for website design shall be regarded as a guarantee by the client to The Ideas Cupboard that all such permissions and authorities have been obtained. Evidence may be requested.

All our services may be used for lawful purposes only, the client agrees to indemnify and hold The Ideas Cupboard harmless from any and all claims resulting from your use of our services that damages you or any other party.

The Ideas Cupboard reserve the right to refuse to handle any media that is unlawful or inappropriate, any media that contains a virus or hostile program, any media that constitutes harassment, racism, violence, obscenity, harmful intent or spamming, any media that constitutes a criminal offense, or infringes privacy or copyright. The Ideas Cupboard will report any such media to the relevant authorities.

It is the responsibility of the client to ensure that websites and all printed materials adhere to current company law, we shall advise where appropriate, however, the overall responsibility is that of the client, no liability can be passed to The Ideas Cupboard in the event of failure to comply.

Failure to supply website content in a timely manner may result in the works not being completed within the timescale laid out at the beginning of the project. All text must be submitted in a Microsoft word (or similar) format, following our content submission guide, The



Ideas Cupboard will assist with problems regarding content submission for those less computer savvy.

The Ideas Cupboard will provide the client with an opportunity to review the content and appearance of the website before going live at the completion of the project, such materials will be deemed to be accepted and approved unless the client notifies The Ideas Cupboard otherwise within 7 working days of the materials being made available.

Termination/ changes of Contract and Unpaid Accounts

Termination of service by the client must be requested in writing and will be effective on confirmation of receipt of such notice, telephone requests for such service will not be entertained.

All accounts must be paid up to date before we release domains and websites on termination.

Moving domains away from our service may incur additional administrative charges.

Accounts unpaid 30 days after the date of invoice will be deemed to be in default if the client in default maintains any files or information on our web space. The Ideas Cupboard will at our discretion remove all such materials from our web space. The Ideas Cupboard is not responsible for the loss of any data or income as a result of the removal of this service, removal of such materials does not relieve the client of such obligations to pay the defaulted account.

Spam Policies and Email Marketing

The client agrees to not use the provided email mailboxes for the use of excessive advertising (ie Spam), such use will be determined by use of spam filter listings. Such activities will result in the immediate suspension of all email accounts associated with the client domains, associated websites and content may be removed from The Ideas Cupboard servers at the discretion of The Ideas Cupboard.

If the client is deemed to have intentionally sent excessive advertising a fine of £500 will be immediately added to the client account plus costs incurred in repairing the spam filter listings, after which the client account may be terminated without notice. In such circumstances, The Ideas Cupboard cannot be held responsible for the loss of any website or files stored on The Ideas Cupboard servers.

Please note that failure to adequately protect or secure office computers/devices does not revoke responsibility for spamming, external factors such as spoofing will be investigated on an individual basis.

The client agrees not to use the provided mailboxes for the purpose of archiving, use as such may result in the email accounts being suspended or removed, and The Ideas Cupboard cannot be held responsible for any loss of information or income as a result of the removal of the mailbox.

Third Parties

If the client's website is to be installed on a third party server, The Ideas Cupboard must be granted temporary read write access to the client's storage directories that must be accessible via FTP, depending on the specific nature of the project other resources may also need to be configured on the server.



The Ideas Cupboard cannot accept responsibility for any alterations caused by a third party once the website is installed, including but not limited to hacking. The Ideas Cupboard will endeavour to protect every website to the best of our ability, however, The Ideas Cupboard cannot be held accountable for any damage caused by hackers to any site. Any loss of data from such event will be at the liability of the client.

We require written permission to grant 3rd party access to your website.

Security

The Ideas Cupboard will provide advice on cyber security including a fact sheet and information about secure passwords and data storage, ultimately the responsibility lies with the client to educate staff and users to the dangers of cybercrime.

If hosted on our UK servers we ensure all backup are taken, and security of your website it at the highest priority to ensure breaches are kept to a minimum.

We will inform you within 48 hours if a breach has occurred.

We use the highest security available to us at the time.

GDPR and Data

The Ideas Cupboard will advise you on compliance on your website, but it is the sole responsibility of the business owner to ensure compliance. We have packages available to ensure policies are in place, but we will not make additions to your policies without your prior consent and instruction.

We cannot be held responsible for the loss of data held on our servers, we will ensure back ups are taken regularly but data loss may occur beyond our control.