

GREEN GINGER DESIGN LTD TERMS AND CONDITIONS OF BUSINESS

1 About Green Ginger and Our Services

Green Ginger provides website design and development services. We also offer our design customers website support, content updates and hosting services, and these Terms set out the basis on which these services are provided.

If you are interested in any of our services you will need to provide us with various information by way of completion of our 'Design Brief' document (see definition below). We will then send you a Quote (see definition below) for the provision of the services you have requested.

A Quote constitutes an offer by Green Ginger to provide the services set out in that Quote. We will not commence work until we have received written confirmation from you of your acceptance of our Quote and these Terms, so a prompt response from you is important if your deadlines are tight. Your confirmation will constitute acceptance of Green Ginger's offer and a binding contract will be formed at that time.

2 About these Terms

These Terms, along with any documents referred to in them, set out the basis on which Green Ginger Design Ltd provides its services. We will not provide any services to you until we have written confirmation from you that you agree to be bound by these Terms.

We reserve the right to make changes to these Terms at any time. If we do so and at that time are continuing to provide any services to you, we will notify you that our Terms have changed and provide you with a copy of the updated Terms. If you do not accept our new Terms you will need to let us know within fourteen (14) days, and if you do not do so you will be deemed to have accepted those new Terms.

We advise that you print and retain a copy of these Terms for your future reference.

In these Terms, references to "**Green Ginger**"; "**we**"; "**us**"; and "**our**" are references to Green Ginger Design Ltd, a company registered in England with company number 10597131, whose registered office is at 31 Capstan Court, 24 Wapping Wall, London E1W 3SE.

References to "**you**" are to you, a client or prospective client of Green Ginger, and the term "**your**" shall be construed accordingly.

In addition to the definitions identified above, the following terms have the following meanings:

"Acceptance" means acceptance by you of any particular stage of the Site or Logo (or both, as applicable), and "Accept" and "Accepted" will be construed accordingly.

"Charges" means the charges payable in respect of the Services and the Site, as set out in the Quote, and also includes any additional costs that we invoice to you in accordance with these Terms.

"Client Content" means all content and materials provided by you to Green Ginger for use in the performance of the Services and all Intellectual Property Rights in that content and materials. "Client Content" includes both content and materials owned by you and those you have procured from third parties.

“Confidential Information” means all information, whether technical or commercial including without limitation all specifications, drawings and designs, whether disclosed in writing, on disc, orally or by inspection of documents or during discussions between you and us, where the information is (a) identified as confidential at the time of disclosure; or (b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

“Delivery” means delivery of the completed Site to you, but may also mean delivery of a Dummy Site if we are waiting on any content from you.

“Design Brief” means the client brief document which you are required to complete in order for us to provide you with a Quote.

“Dummy Site” means a version of the final Site which uses stock imagery and text and other content rather than your own content.

“Intellectual Property Rights” means all intellectual property rights, including copyrights, trade and service marks, trade names, domain names, right in designs, moral rights, topography rights, rights in databases, patents, utility models, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations, applications for registration and rights to apply for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect anywhere in the world.

“Logo” means the logo or other branding that we design pursuant to a Quote.

“Namecheap” means Namecheap, Inc. More information about Namecheap can be found on their website at www.namecheap.com.

“Quote” means the document identified as a ‘Quote’ which we send to you and which identifies, amongst other things, the Services we are offering to provide to you and the Charges for those Services.

“Services” means the services to be provided by Green Ginger as set out in a Quote. These may consist of:

- (a) design and creation of your website or your logo (or both) (**“Design Services”**);
- (b) hosting of the Site and provision of Site support (**“Hosting and Support Services”**);
- (c) content update(**“Content Update Services”**);

or a combination of these options, and the term “Services” refers to each of these options individually and any combination of them together, as the context permits.

“Site” means the website identified in the Design Brief, subject to any changes or exclusions to that Design Brief which have been identified by us in the Quote.

“Terms” means these terms and conditions.

Any documents referred to in these Terms form part of these Terms and shall be interpreted accordingly. The clause headings in these Terms are inserted for ease of reference only and do not affect the construction or interpretation of these Terms.

In these Terms the singular shall be deemed to include the plural and the plural shall be deemed to include the singular unless the context requires otherwise.

3 Timescales and Sign-Off Process for Design Services

We structure our Quotes around our availability to provide the Design Services you have requested from us and the time we estimate it will take us to do so. For this reason our quotes are valid for a period of twenty eight (28) days from the date of the Quote. If you do not give us the go-ahead within this timeframe then we may have to revise some or all of the details in that Quote, including without limitation our charges and timeframes for provision of our Design Services, and in such cases we will send you a new Quote.

Websites:

Once you have approved our Quote, Green Ginger will provide you with an initial design proposal for the Site. This will take the form of draft pages from the website on a temporary host server, including a homepage and one or more additional pages, along with a site map. We will send this design proposal to you as quickly as we are able to, but as a guide this usually takes us somewhere between fourteen (14) and twenty eight (28) days, depending on the scale of the Site.

These pages will be available for a period of seven (7) days, and during this time you have the opportunity to provide comments and feedback to us. We understand that the nature of design services means that initial design ideas may evolve, and for this reason we allow for one major revision to the design of the Site. We are unable to keep draft sites up indefinitely so it is essential that you take this time to consider the proposed design and feed back to us promptly. If you do not provide us with feedback during this time we will consider the design proposal to have been Accepted.

If at this time you request a revision to the design, then we will revisit the draft site and will let you know once the new version is available for your review. This will be within fourteen (14) days wherever possible.

Once you have Accepted the design proposal and we have received payment for all Charges invoiced at this stage, we will proceed with completing the Site, subject to you providing us with all the Client Content and materials we need to do so. We will notify you once the Site is completed, and this will be within twenty eight (28) days wherever possible, unless we have agreed a different turnaround time with you. You will then have seven (7) days to provide us with any comments and we will make a reasonable number of tweaks at this stage. We will need written Acceptance from you of the Site before we publish the Site live.

Our aim is always to Deliver a final Site to you that contains all the correct information, materials and content and is ready to go 'live'. However, we need to work to timeframes in order to manage our time and capacity effectively and for this reason cannot put a website on hold while we wait for content to be delivered. Therefore if you do not provide us with all the Client Content and all other materials that we need to populate your Site within the twenty eight (28) day period identified in the paragraph above, we will Deliver a Dummy Site to you instead and at this point you will be liable to pay us the final instalment of our Charges. Once you provide us with the content required we will complete the final version of the Site as quickly as we are able to.

We include the words 'Designed by Green Ginger Design', with a link to our own website at the bottom of all websites designed by us. We hope that you will be happy for us to do so but if for any reason you would prefer this not to be included then please contact us.

Logos:

Once you have approved our Quote, Green Ginger will provide you with up to two (2) initial designs for your Logo. We will send these to you as quickly as we are able to, but as a guide this usually takes us somewhere between fourteen (14) and twenty eight (28) days.

You will then have the opportunity to provide comments and feedback to us. We understand that the nature of design services means that initial design ideas may evolve, and for this reason we allow for one major revision to your preferred design. We ask that you provide us with feedback within seven (7) working days unless otherwise agreed.

Following your feedback we will make changes to the design and, wherever possible, will provide you with a final version of your Logo within fourteen (14) days.

As our Design Services are bespoke, we need to work to timeframes in order to manage our time and capacity effectively. Therefore if you do not provide us with feedback on any Logo design within the timeframes set out above we reserve the right to invoice for the relevant Charges and to deem the designs we have sent you as Accepted.

All Design Services:

We understand that sometimes it is easier to talk through comments on any stage of the Site rather than putting these in writing, and we are happy to do so, but you acknowledge that we will be entitled to rely on any conversations we have with you and to rely on any approval of any stage of our design process that you give us during those conversations.

If your instructions to us in respect of your Site or Logo change beyond one major change to the initial design, or anything more than reasonable minor tweaks during or following delivery of any version of the Site or Logo (as applicable), then we will need more time to complete the Site or Logo (as applicable) and as a result may charge you for that time on our time and materials basis. We will always discuss any additional charges with you before incurring them.

4 Hosting and Support Services

If you would like us to provide you with Hosting and Support Services you will need to commit to a yearly contract with us. This contract will be formed at the time that you pay us the relevant Charges and we will not be required to provide any of these Services until we have received payment in full from you.

Our Hosting and Support Services consist of:

- (a) Hosting of your Site through Namecheap (see below for more information).
- (b) Telephone support for your website from 9am to 5pm Monday to Friday (excluding bank holidays). If you require assistance please contact us on 07774692730. This support service does not cover support for changes to the content or design of your Site and is a technical support service only.
- (c) Regular updating of WordPress and any plugins on your Site.

We do not own our own dedicated servers, and instead act as an intermediary between our clients and Namecheap, a third party hosting provider. Accordingly, our service to you is dictated by the service we receive from Namecheap. As with all servers, occasionally there will be maintenance or updates required which result in short periods of downtime. We will make every effort to inform you of these in advance, as long as we have been notified by Namecheap.

You can read more about the package we receive from Namecheap and the remedies available to you by clicking [here](#).

We recommend that you contract directly with Namecheap for hosting services if you require support for your Site beyond that offered by us.

As we work exclusively with Namecheap we do not offer any technical support for any other web site hosting company that you may choose.

If you wish to switch your Site to another hosting provider after we have set it up with Namecheap a small fee will be charged by us to cover the administration cost involved in arranging this. We will confirm this fee with you beforehand and you agree to pay this fee to us within fourteen (14) days of invoice.

5 Content Update Services

In addition to our Design Services and Hosting and Support Services, we can make regular updates to the content on your Site. Your Quote will set out the basis on which we provide this service to you, and may be by way of an agreed number of hours per month or an agreed number of changes to the content. If you request this service after we have already commenced work on your Site we will confirm the basis for this service and the costs to you.

We offer our **Content Update** Services on a quarterly basis, so you will need to commit to at least three (3) months if you wish us to provide this service to you.

For each content update we perform you will need to provide us with the relevant content and materials for us to make the necessary changes. Once we have received those materials we will make the updates to the Site within seven (7) days wherever possible.

6 Charges and Payments

In consideration for the provision of the Services, you agree to pay the Charges in accordance with these Terms.

Design Services:

Websites:

Unless specific payment terms are detailed elsewhere in these Terms or in a Quote, Green Ginger requires payment of a non-returnable deposit of two hundred and fifty pounds (£250) upon approval of a Quote. Save for any costs payable in the interim, we will invoice for fifty per cent (50%) of the remaining Charges once the design of the Site has been agreed, and the remaining fifty per cent (50%) on completion and Delivery of the Site.

If we Deliver a Dummy Site to you rather than your final Site, as a result of you delaying in providing content to us, we will invoice for the final instalment of our Charges at this point, and you agree that you will pay that invoice in accordance with our payment terms regardless of the fact that the Site is not complete.

If you ask us to obtain any third party content such as stock photography or videos, we will recharge the costs of doing so and you agree to pay those costs within fourteen (14) days of invoice, unless we have agreed otherwise. Any content that you ask us to create for you will be charged as set out in our Quote or as otherwise agreed with you.

Logos:

You will become liable to pay the Charges for the Logo upon acceptance of our Quote and commencement of work by us on your Logo. We will invoice you for the Charges set out in our Quote for providing Logo Design Services at the time we send initial design proposals to you for your Logo.

Hosting and Support Services:

Charges for Hosting and Support Services are payable in full in advance, within fourteen (14) days of invoice. We will not provide any support or enable the Site to go live unless we have received payment in full from you.

Content Update Services:

Charges for Content Update Services are payable on a quarterly basis, in advance. We will not carry out any updates until we have received payment in full for the relevant quarter.

If we are providing you with Hosting and Support Services and you ask us to make changes or updates to your Site, these will be charged at our normal time and materials rate or such other fee as we agree with you.

All Services:

You agree to pay all Charges in full without any deduction, withholding or set-off, within fourteen (14) days of invoice. Where we provide you with website Design Services, we reserve the right not to proceed with any further work on your Site until we have received payment of all outstanding invoices, so the quicker you pay us, the quicker your Site will be completed. Similarly, we reserve the right to prevent the Site from going 'live' until all Charges have been paid to us.

We will have no liability to you for any direct or indirect consequences of us suspending the Services. You agree to reimburse us for any unavoidable costs that we incur as a result of suspending the Services while we wait for you to pay us.

All our Charges are inclusive of VAT and all other taxes or duties. If we become liable to charge any taxes or duties we will contact you.

We are a small business and as such we rely on our clients paying us on time. If any sums are not paid within our payment terms of fourteen (14) days of invoice, we reserve the right to charge interest on all outstanding sums, calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

7 Green Ginger's Obligations

In consideration of and subject to payment of the Charges and your compliance with these Terms, Green Ginger agrees to provide the Services to you in accordance with these Terms, and to perform our obligations with reasonable care and skill.

We will make every effort (a) to meet any agreed deadlines, (b) to complete Site revisions and updates within seven (7) days of confirming instructions from you, wherever possible, and (c) to publish the Site as 'live' within seven (7) days after receipt of payment by you of the final instalment of our Charges.

8 Your Obligations

In consideration of Green Ginger providing the Services to you, you agree:

(a) to provide us with all Client Content, specifications, documents, data and other materials and information requested by us as quickly as possible so that we are able to work within the timescales agreed between us;

(b) to provide all content and materials to us in the formats specified by us in our 'Content Guidelines' document which we send to you at the same time as our Quote. This can also be found on our Website here. We have put together our guidelines in order to optimise the quality of the Site, so if you provide us with materials that do not meet our specifications we may need to reformat or change those materials before we can incorporate them into the Site. In such circumstances we will recharge the costs of doing so, on a time and materials basis, and you agree to pay those costs;

(c) to make every effort to meet agreed deadlines and to let us know as soon as possible where this is not achievable;

(d) to review and provide feedback on anything we provide to you promptly; and

(e) to make payment of all Charges and any additional costs recharged to you within our payment deadlines.

You are responsible for checking all Client Content prior to its provision to us. We use Client Content on an 'as-is' basis as provided by you, and unless we have agreed otherwise with you we will not check the content, spelling, grammar or any other aspect of the Client Content, and take no responsibility for any errors, inaccuracies, omissions or similar in relation to that Client Content. We will not write or create any copy or content for the Site unless you have asked us to do so.

You are responsible for compliance with all relevant e-commerce and internet statutes and regulations including, without limitation, the provisions of the E-commerce Directive, the Consumer Distance Selling Directive, the Privacy and Electronic Communications Directive and the Data Protection Act 1998.

If we are providing you with only website Design Services and not Hosting and Support Services, it will be your responsibility to keep the Site and all associated materials up to date, including running updates to WordPress and any other aspects of the Site. If you do not do so your Site may not continue to function as it should do. If you have any queries about what you need to do then please ask us at the time we deliver the final Site to you.

9 Platform and Browser Information

We use the WordPress platform exclusively as our content management system for all our websites. If your Site is to incorporate any elements such as e-commerce stores which are not WordPress based then you bear the risk that these may not be compatible with the site that we build. We will make every effort to integrate the aspects you request for your Site but we cannot guarantee that the Site will operate or function properly if we are asked to integrate any non-WordPress aspects.

Our websites are developed to work primarily across major browsers and platforms including devices such as mobile phones and tablets. However, you acknowledge and agree that we cannot guarantee complete or long term compatibility across every major browser, platform or handheld device due to updates/upgrades by their respective vendors.

10 Additional Services

In addition to the Services, we may offer you other assistance in connection with the development of your Site. Examples of our additional services include sourcing photographers, organising and attending photo shoots and providing training for use and development of completed websites.

If we agree with you to provide any additional services to you, those services will be subject to these Terms and any additional terms we provide to you. We will confirm charges and timeframes with you depending on the service being provided.

11 Domain Names

We will purchase a domain name for your Site if you ask us to do so. The costs of that purchase and registration will be recharged to you and you agree to repay those costs to us within fourteen (14) days of invoice. Registration of the relevant domain name will be made in your name and you will be responsible for renewing your registration.

12 Privacy and Data Protection

Please click [here](#) to read Green Ginger's privacy and cookies policy, which explains how we process and store data and also includes information about how our own website uses cookies.

13 Confidentiality

Both you and we agree to protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care in relation to the other party's Confidential Information as is taken to preserve and safeguard our own Confidential Information of a similar nature, being at least a reasonable degree of care.

Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.

The obligations set out in this section will not apply to Confidential Information which the receiving party can demonstrate (a) is or has become publicly known other than through breach of these confidentiality provisions; or (b) was in possession of the receiving party prior to disclosure by the other party; or (c) was received by the receiving party from an independent third party who has full right of disclosure; or (d) was required to be disclosed by law or by a governmental authority or regulatory body, and in such circumstances the party subject to the requirement to disclose agrees to give notify the other party of the requirement to disclose.

14 Intellectual Property Rights

Unless otherwise agreed with you in writing, the ownership, rights and Intellectual Property Rights in and to (a) all coding (whether source or object) and all components of it, and (b) all content and (c) anything else that comprises the Site and is not Client Content, including without limitation all literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the design elements used in the Site, and (d) all software, and (e) all content created by us whether for or by way of a Site, a Logo or otherwise, and (f) all Green Ginger's products and the results of our Services, remain the property of Green Ginger. You specifically agree not to do anything that may in any way infringe upon or

undermine our rights, title, or interest in the Site or our products and services. You fully understand that Green Ginger may reproduce, reuse, develop and use in any other way we choose, all rights owned by us including without limitation know-how, methods, techniques or procedures owned or developed by Green Ginger in the course of providing the Services.

All rights, title and interest in and to the Client Content remain exclusively with you and our use of the Client Content does not transfer any rights in that Client Content to us. You grant us a non-exclusive, worldwide, royalty-free licence to use the Client Content in order for us to provide the Services and the Site to you.

Green Ginger own all Intellectual Property Rights and all other rights in and to Green Ginger's own website at www.greengingerdesign.co.uk and all other proprietary materials.

You are responsible for obtaining any and all third party materials and Intellectual Property Rights which you wish to be incorporated into the Site, unless we agree otherwise. Green Ginger will not be liable for any delay or failure by you to do so. If we do agree to obtain any materials on your behalf, you will be liable for and you agree to pay all fees and charges associated with those materials, and you agree to be bound by any applicable terms relating to those materials.

You agree that Green Ginger is entitled to use and make reference to your business name and the products of our Services for the purposes of marketing and advertising. This includes using your Logo or pages from your Site (or both) in our online and physical portfolios. If you do not want us to do so, please let us know.

15 Termination and Cancellation

Design Services:

By their nature our Design Services are personal to you and your Site, and the time we spend working on your Site isn't time we can get back. Therefore, once we start work on your Site you are committed to paying us for any time spent by us on the Site in the event that you change your mind. We will invoice for a proportion of the total Charges reflecting the time we have spent on your Site at the time you notify us, and you agree to pay that proportion of the Charges.

Hosting and Support Services:

Unless we agree otherwise with you in writing, Hosting and Support Services are contracted on an annual basis, so these Services will automatically expire at the end of the year period unless you and we agree to extend them. We do not accept cancellation of Hosting and Support Services sooner than this yearly period.

In the event that the services being provided by Namecheap are no longer available to us we will make every effort to provide an alternative hosting solution with equivalent or higher specification as quickly as we are able to. If we are unable to do so within a reasonable period of time you will be entitled to terminate the Hosting and Support Services with us and we will refund you a proportion of the Charges that you have paid to us in respect of the remaining portion of the annual period for which we do not provide you with Hosting and Support Services.

Content Update Services:

You may terminate the Content Update Services by giving us at least thirty (30) days written notice to end these services at the end of the then-current three (3) month period.

We are entitled to terminate the Content Update Services at any time by giving you at least thirty (30) days' written notice. If we do so, we will reimburse a proportion of any Charges you have paid for the period in which we do not provide these Content Update Services to you.

All Services:

Either you or we may terminate any of the Services with immediate effect by notifying the other party in writing, in the event that the other party:

(a) commits any material breach of its obligations under these Terms and fails to remedy that breach (if capable of remedy) within thirty (30) working days of written notice to do so. Both parties agree that a failure to meet a deadline is considered a breach capable of being remedied; or

(b) has a receiver or administrator appointed over the whole or any substantial part of its business or assets, or if any order is made or a resolution is passed for its winding up (other than for the purpose of a bona fide amalgamation or reconstruction of a solvent company).

The termination of any of the Services in accordance with these Terms will not prejudice any other rights or remedies which either party may be entitled to, whether under these Terms or at law.

The provisions in these Terms in relation to Confidentiality, Privacy and Data Protection, Intellectual Property the Warranties and Limitations of Liability will continue to bind both parties even after these Terms and the Services have been terminated. In addition, in the event that these Terms are terminated, the obligations in relation to Charges and Payments will not cease to apply and you will be liable to make payment of any unpaid Charges.

16 Warranties

Subject to the limitations set out in the section entitled 'Limitation of Liability' below, and unless we agree otherwise with you, we warrant that the Site will perform in accordance with the Design Brief (subject to any changes and exclusions identified in our Quote and any other changes agreed with you) for a period of ninety (90) days from the date it is published live. However, from time to time errors may happen and if the Site does not perform as set out in the foregoing sentence during this ninety (90) day period we will, for no additional charge, make the necessary changes to enable the Site to function correctly.

The above warranty will not apply where any failure of the Site to perform is caused by the Client Content or by any breach by you of your obligations under these Terms.

These Terms set out the full extent of Green Ginger's obligations and liabilities to you in relation to the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into this agreement (whether by statute or otherwise) are expressly excluded.

You warrant that you have the right and authority to engage Green Ginger and to agree to these Terms. You also warrant that:

(a) all the Client Content and all information contained in it will be true, accurate and complete, is owned by you or you have permission from the owner to use it, and does not infringe the rights of any third party. We may request evidence of ownership or permissions for use of Client Content and you agree that you will provide that evidence promptly to us;

(b) you will comply with all applicable local and foreign laws and regulations which may govern the use of the Services and the Site; and

(c) you will use the Services and the Site only for lawful purposes and in accordance with these Terms.

You hold harmless, protect, indemnify and defend Green Ginger and our subcontractors, and will continue to do so, from any liability (including solicitors' fees and court costs), including any threatened or actual claim or suit arising from any breach by you of any of the warranties above or otherwise from our use of the Client Content.

17 Limitation of Liability

In the event that we fail to comply with any of our obligations under these Terms then you agree that we will have a reasonable opportunity to correct any errors and re-perform those obligations.

If we fail to correct or remedy our obligations within a reasonable time then, subject to the next paragraph, the total amount of Green Ginger's liability to you for all losses, damages, costs, claims and expenses, regardless of how or when they arise, from or in connection with these Terms, whether arising in contract, tort (including negligence) or otherwise, will not exceed in aggregate the amount paid to Green Ginger under these Terms in the twelve months prior to the date that the claim arose.

Nothing in these Terms seeks to restrict or limit the liability of you or us for: anything that it would be unlawful to exclude or limit, including without limitation death or personal injury resulting your or our (as applicable) negligence and for fraud or fraudulent misrepresentation.

We (including our agents and sub-contractors) will not be liable for any damage to software, damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

Whilst we work to the highest standards we are able to, unfortunately from time to time errors do happen. If they do arise and are proven to be our own errors, we will do everything we can to rectify those errors and ensure the Site functions as it is intended to. However, we will not be liable in any way to you for any third party damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation of or inability to operate the Site or any part of it.

Neither we nor our agents and sub-contractors will be liable for, and you indemnify Green Ginger in full and on demand in respect of, any costs, claims, damages or liabilities arising from (a) any claim by a third party in respect of their use of the Site; or (b) any defect in or failure of the Site which arises from or is caused by interference (including inappropriate use, maintenance, development, modification, repairs or adaptation) by you or any third party not authorised by us, and which is not in accordance with standard use of the Site or our specific instructions.

Green Ginger will not be held liable for any missed launch date or deadline if you have been late in supplying materials, have not approved or signed off any materials on time, or have failed to pay any Charges due at any stage.

If we provide you with Hosting and Support Services, we will not be responsible or liable in any way for any Site downtime or interruption arising as a result of errors or omissions or any actions by you.

In addition, you agree that your remedies in respect of any Site downtime or interruption will be limited to an extension of your service cycle, calculated by reference to the length of downtime or interruption and we will have no further liability to you. Please contact us if you would like more information about this.

If you decide to host your Site other than through us, we cannot guarantee that the Site will be compatible with other hosting providers' server operating systems. It is your responsibility to check that the Site you ask us to build will function on your desired server and we will not accept any liability for any problems that arise as a result of you choosing to host the Site elsewhere. If you have any questions or concerns about this then please raise these with us as early as possible.

Both you and we accept that the limitations and exclusions set out in these Terms are reasonable having regard to all the circumstances.

18 Use of Sub-Contractors and Agents

Green Ginger may employ any person, company or firm as its agent or sub-contractor to perform all or any of its obligations in relation to the Services. If we do so this will not relieve us of any of our obligations to you.

19 Events Out of Your or Our Control

Neither you nor we will be in breach of these Terms or liable for any delay in performing, or failure to perform, any of our respective obligations if that delay or failure results from events, circumstances or causes beyond that party's reasonable control. In such circumstances the affected party will be entitled to a reasonable extension of the time for performing the relevant obligations, unless you and we agree otherwise.

20 General

If either you or we breach any of these Terms and the other waives its rights under these Terms, that waiver will not be taken or held to be a waiver in respect of any subsequent breach.

Any changes to these terms that we agree with you will only be valid if recorded in writing and signed by you and us.

All notices, documents and other communications relating to these Terms and which you wish to send to us must be in writing and sent by registered post to the address set out at the top of these Terms, or by email to penny@greengingerdesign.co.uk. Any notices, documents and other communications relating to these Terms and which we wish to send to you will be in writing and sent either by registered post or email (or both) to the address/email address you provide in the Design Brief. All such notices will be deemed to have been served upon and received by the recipient on the expiry of 48 hours after posting or at the time of transmission in the case of email transmission, subject to the sending party having a delivery receipt.

If any of these Terms, or any part of any of these Terms, is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such a modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification or deletion of any of these Terms or any part of any of these Terms will not affect the validity and enforceability of the rest of these Terms.

If any of these Terms, or any part of any of these Terms, is invalid, illegal or unenforceable, you and we will negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.

The rights granted to you under these Terms apply to you only and do not confer any rights on any third parties.

You may not assign the benefit of all or part of these Terms without our prior written consent, which we will not unreasonably delay or withhold.

You and Green Ginger are independent contractors. Neither party is the agent or partner of the other, nor do these Terms create any joint venture between you and us.

These Terms and the documents referred to in them, including without limitation the Quote, constitute the entire Agreement between the parties. Other than where we state in these Terms anything to the contrary, for example in respect of our reliance on instructions and approvals given orally, neither party shall be under any liability for any representations made prior to or during the period that we provide the Services.

These Terms are governed by and will be construed in accordance with the laws of England and subject to the exclusive jurisdiction of the Courts of England.