

TERMS & CONDITIONS GOVERNING THE SUPPLY OF WEBSITE DESIGN SERVICES JM WEB DESIGN

JM Web Design, ("JM Web Design"), has expertise in the field of website design ("the Services"), which the Customer wishes to engage.

The supply of the Services shall be subject to the terms and conditions set out in this document which shall constitute the entire agreement between the parties for such supply. The Customer expressly agrees that they shall supersede all prior representations or agreements. The Customer acknowledges that it has read and understood the terms of this document and shall have no remedy in respect of any statement, warranty, understanding or representation (whether negligently or innocently made) which are not expressly set forth in it.

1. JM Web Design shall use all reasonable endeavours to supply the Services as more particularly agreed in appendix to this agreement.
2. In consideration of the provision of the Services, the Customer hereby agrees to make the payment(s) as agreed between the two parties. JM Web Design shall issue invoice(s) upon the completion of the Services. Payment shall be due within 30 days of receipt of invoice(s) from JM Web Design. In the event of the Customer failing to make timeous payment, JM Web Design may at its option choose to withhold certain Services, and/or at its option, treat the Customer as being in material breach of these terms and conditions.
3. Both parties shall be obliged to keep strictly confidential and not to make use of howsoever or to disclose to any third party any information relating to the affairs of the other or the existence or content of these terms and conditions or otherwise arising out of the provision of the Services which may reasonably be regarded as or which it ought to regard as confidential without the prior written consent of the other. Information shall not be considered to be confidential if: (a) it is and can be shown to be already known to the Customer and/or JM Web Design; (b) it subsequently becomes lawfully available to the Customer and/or JM Web Design; (c) it is published in a patent specification or is otherwise in the public domain other than through default of the receiving party; or, (d) it is required to be disclosed by a court of competent jurisdiction or otherwise by operation of law.
4. For the avoidance of doubt, it is provided that all background information and Intellectual Property Rights existing before the commencement of the Services shall remain the property of the party introducing such background information and Intellectual Property Rights. All Intellectual Property Rights relating to any deliverables due as part of the Services supplied to the Customer shall become and be viewed as the sole property of the Customer (but expressly excluding the know-how of JM Web design used in carrying out the Services).
5. JM Web Design makes no representation or warranty that advice and/or any Services under this agreement is accurate, conform to contract or free from defects, latent or patent; nor does it warrant that the use of any information provided in connection with the Services will provide the desired objective or not result in infringement of third party rights and JM Web Design does not accept any responsibility whatsoever for infringement of such rights. The Customer shall indemnify and keep indemnified JM Web Design against all claims, actions, losses, damages, costs and expenses which may be brought against or incurred or suffered by JM Web Design, in connection with the Services which arise as a result of or are due to (i) the use of any deliverables by the Customer or others for whom it is responsible or (ii) the negligence of the Customer, or which arise directly from materials or data supplied by the Customer its servants or agents or others for whom it is responsible.
6. To the extent permitted by law, the maximum limit of the JM Web Design's liability under this Agreement, whether in contract, tort/delict, negligence, breach of statutory duty or otherwise shall be no more than twice the amount received by JM Web Design under the Services. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other party to this Agreement in contract, tort/delict, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Customer of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
7. Either party shall have the right to terminate the provision of Services forthwith in the event of any material or persistent breach by the other party of any of its duties or obligations hereunder or in the event of failure by the other party to remedy to the reasonable satisfaction of the party serving.

8. Upon completion of the services, ownership of the completed website vests completely in the Customer. JM Web Design is only responsible for designing (and maintaining) the site as per agreed by both parties.
9. These terms and conditions shall be interpreted and applied in accordance with the Law of Scotland and the parties hereby submit to the non-exclusive jurisdiction of the Scottish Courts.

SIGNED FOR AND ON BEHALF OF THE CUSTOMER

Name of Customer:

Signed:

Address of Customer:

Date:

Description of the Services and Payment: