

Website Design Services Terms and Conditions

Version 1.0 Dated 3rd Feb 2024

1. Introduction

1.1 These terms and conditions (the "Agreement") govern the provision of website design and maintenance services (the "Services") by Melgab Media Ltd ("Melgab Media") to the client (the "Client"). By engaging Melgab Media for the Services, the Client agrees to be bound by the terms and conditions outlined herein.

2. Scope of Services

2.1 Melgab Media agrees to provide the Client with website design services, including but not limited to the initial website setup, design, development, hosting, SSL site security, and ongoing maintenance.

2.2 The initial set up fee and the monthly fee for hosting, SSL site security, and site maintenance are outlined in the proposal provided by Melgab Media and accepted by the Client.

3. Payments and Fee Changes

3.1 The Client agrees to pay the agreed initial set up fee as outlined in the proposal before the commencement of the website design project.

3.2 The Client agrees to pay the agreed monthly fee by direct debit through our providers 'goCardless'. Your monthly fee covers

- Domain name hosting and renewal
- Installation and renewal of SSL security certificate
- Site hosting
- Site set up with Installation of appropriate plug-ins required to provide the client with the agreed site functions. These can include, but are not limited to, e-commerce facilities and image galleries
- Routine site maintenance (see section 5)

3.2.6 If a payment cannot be collected, a second attempt will be made. Successive failed payments may result in the clients website being taken offline or re-directed to our own driving school directory site until payment is brought up to date.

3.2.7 Should new functionality be required that will affect the monthly fee, this will be agreed with the client prior to installation and on agreement by the client, the direct debit adjusted by Melgab Media accordingly.

3.3 Each year, the monthly fee will be increased by the RPI (rate of inflation) announced in February. This will be changed automatically and will effect payments from the following April onwards.

4. Hosting and Security

4.1 Melgab Media will provide hosting services for the Client's website facilitated by the hosting company 'Names Co'. The hosting services include regular backups and server maintenance

4.2 Melgab Media will install an SSL site security certificate for secure transmission of data between the website and its users.

4.3 The client is responsible for ensure they use a unique and secure password when accessing the site editing facility.

4.4 Client access to the panel is prohibited to one login per client.

4.5 Access to the admin panel is strictly for directors and employees of Melgab Media

5. Site Maintenance

5.1 The monthly fee includes routine maintenance of the website, including updates to plugins, themes, and other necessary components to ensure optimal performance and security.

5.2 Any additional features, content updates, or modifications requested by the Client beyond the scope of routine maintenance may be subject to additional charges, to be agreed upon by both parties.

5.3 The client will be given access to edit general site content including text, prices and images.

5.4 Any requests for changes the client is unable to make themselves or any other official communications by the client **must** be made through the support control panel. Melgab Media will accept no responsibility for requests being missed or un-actioned if sent via any other means

5.5 Any content added by the client is entirely their responsibility. Any copyright or issues caused by inappropriate or illegal content may result in the website being taken offline.

5.6 Melgab Media cannot accept responsibility for the performance or malfunction of any third party plug-ins or apps used on the site. Should any app or plug-in stop working for any reason including but not exclusive to incompatibility with updates or upgrades to our hosting server, the app or plug-in being removed from use by the original suppliers. In this situation, Melgab Media will try and find a suitable replacement. There will normally be no charge for this but any additional fees that may be necessary will be agreed with the client before progressing.

6. Site access

6.1 The client is responsible for the security of their login information and should use a unique password for their access to the editing panel

6.2 **Under no circumstances** will FTP access be granted to the client or any third party not employed or otherwise authorised by Melgab Media

7. Term and Termination

7.1 This Agreement shall commence on the date of acceptance for a minimum of 12 months after which time it will continue on a month-to-month basis until terminated by either party with a 30-day written notice.

7.2 Melgab Media reserves the right to terminate the agreement immediately if the Client breaches any material term or condition outlined herein.

7.3 On termination of service, there will be a domain transfer fee of £25. The domain will be then be moved to a new account with the hosts (Names Co) where the client will then have sole access to manage the domain as required.

7.4 After the 30 day notice period, all content on the site will be deleted. The client is responsible for ensuring they have a copy of any content they may want to keep before this time. After this period, once content has been deleted it cannot be retrieved.

7.5 Any content including, but not exclusive to Logos, graphics and photos, created or added by Melgab Media while providing the service, remains their property and cannot be transferred or used on any other website or social media platform once the service has been terminated.

8. Confidentiality

8.1 Both parties agree to maintain the confidentiality of any proprietary or sensitive information shared during the course of the project.

9. Governing Law

9.1 This Agreement shall be governed by and construed in accordance with UK law.

10. Amendments

10.1 Melgab Media reserves the right to amend these terms and conditions with written notice to the Client. Continued use of the Services following any such amendment constitutes acceptance of the revised terms.

By engaging Melgab Media for website design services, the Client acknowledges and agrees to the terms and conditions outlined above.

Melgab Media Ltd
Co reg no 12138082