



Terms & Conditions

By paying into a contract service with LGWD you agree to the following terms and conditions.

1. QUOTE

- Valid for 14 days from date of issue
 - After which prices are subject to change
- Valid for products quoted or products of equal or better specification
- Valid for the intended recipient only

2. DEPOSIT

- Before any work is undertaken after a quotation, a deposit **must be paid**
- Deposit is **non-refundable**
- Deposit amount is £150 or 25% of the quoted price, whichever is more; unless otherwise agreed in writing
- No work will begin until the deposit is fulfilled
- Deposit is subject to standard invoice payment terms (30 days)

3. INVOICES

- Invoices will generally be issued at completion of work
- If the site is not completed within the standard time, then partial balance payments will have to be fulfilled as follows:

| | | |
|-----------|---------|---------------------------|
| 3 Month | 25% | of original quoted figure |
| 6 Month | 25% | |
| 9 Month | 25% | |
| 12 Month | 25% | |
| Live Date | Balance | of final invoice |

- All invoices must be paid within 30 days of issue
- Late payment will incur penalty fees as described in Section 4
- Payment methods accepted:
 - Cash, Cheque*, PayPal, BACs/FPS Transfer
- Credit/Debit cards are accepted online only via PayPal gateway, contact LGWD for instructions on how to do this
 - *Cheque payments will incur an additional 2% admin handling fee

4. LATE FEES & PENALTIES

- We understand and will exercise our statutory right to interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.
- On charges < £1000, £40 + 8% interest over Bank of England base rate
- On charges > £1000, £70 + 8% interest over Bank of England base rate

5. PAYMENT METHODS

Cash

- In person only, please **do not** send cash in the post

Cheque

- Please make cheques payable to **Mr Luke Gilliver**
- Please write the invoice reference number on the back
 - *Cheque payments will incur an additional 2% admin handling fee

PayPal

- PYPAL ID: WEB@LUKEGILLIVER.CO.UK
- Please provide your invoice reference number with the transaction

BACs/FPS Bank Transfer

Bank Name **SANTANDER**
 Account Name **MR L GILLIVER**
 Account # **41476889**
 Sort Code **09-01-33**

- Please provide your invoice reference number with the transaction

Please send remittance advice to web@lukegilliver.co.uk

6. SERVICES

Website/page Design

- The site and design of pages within, remain the property and copyright of LGWD
 - Copyright year is of the year of publish and subsequent years of continuation of an LGWD support package
- Any changes made to the site's layout/design **without written permission** will incur a fee of £25.00 per page modified
 - This does not include content changes (images, text)
- Any changes made to the site's layout/design **with written permission** are free of charge
- New sites will have an agreed completion date and deadline where as standard,
 - Balance payment will be made upon site completion and invoice on the live date
 - Site will be completed within 3 months

Callout

- All callout/site visits are charged at £30 per visit
 - Charged on top of any service support plan
- Outside of support plan service charged at £25 per hour
- Minimum 1 hour, charged to the nearest hour
- Hourly rate charged throughout duration on site

Domains

- Registration undertaken by LGWD on your behalf
- Domain remains managed by LGWD
- Domain remains property of LGWD
- Changing of domain details is charged at £5.00 administration fee

Hosting

- Host of any files relating to the website is covered in the hosting price
- Standard package limit of 1GB
- Extra fee if personal files are to be stored on the server using a *Web User* account
- Any illegal files found on the server will be destroyed and reported to the relevant authorities

Remote Editing Access

- Connection details provided for FTP access upon request
- All computers/devices that wish to make a connection to the server **must** have adequate firewall and anti-virus protection
- Any virus on the server found to have originated from your connection will incur a fine of £150 for administration of removal
- LGWD recommends *Kaspersky Internet Security/Anti Virus* (ask for details)

Support Plan

- Three tiers, Small, Medium & Large
- Chosen on specification of site design and requirements for updating the site
- Package is for website related queries only
- Items not covered and require standard rate payment:
 - All other computer related queries
 - Virus removal

- A callout fee is always charged if a site visit is required

- New packages are eligible for a discount of **first month free**

Response Time & Communication

| | | |
|--------|----------------|--------------------|
| Small | up to 72 Hours | Ticket |
| Medium | up to 48 Hours | Ticket, Phone |
| Large | up to 24 Hours | Ticket, Phone, SMS |

- All support requests **MUST** be made through the support site found at <https://support.lukegilliver.co.uk>
- Outside of support plan service charged at £25 per hour
- Minimum 1 hour, charged to the nearest hour

Email

- By default, a hosting package comes with unlimited number of email accounts
- Additional email accounts can be setup by LGWD for a fee of £1 per address, or by you following our FAQ
- Some SPAM protection is provided however it is not 100% successful
- Any incident whereby SPAM emails are being sent from your account will incur a cost of £1 per message to resolve and compensate the server loading

Backup/Restore

- By default, hosting packages come with backup and restore functionality
- Content backups are made daily to compensate for site updates
- Configuration backups are made monthly
- Backups are available for restore at any time by request, free of charge

Service Disruption

- From time to time, service disruption is unavoidable due to scheduled maintenance either by LGWD or the server farm provider or emergency maintenance because of virus or DoS attacks/hacks.
- Where scheduled maintenance is occurring;
 - You will be notified by email a minimum of 24 hours in advance
 - Check social media channels for updates from LGWD
 - The message will contain information on the services that are going to face disruption
 - You will not be entitled to any type of compensation
- Where emergency maintenance takes place, you may suffer a loss of some services without prior warning

- LGWD apologises in advance for any inconvenience this may incur
- For downtime periods of less than 48 hours, no compensation will be given
- For downtime periods of more than 48 hours, compensation will be given in the form of services
- E.g. Contract expiring 27th August, Loss of service for 3 days = 3 day extension on contract Contract now expires 31st August

7. ACCOUNT & SERVICES

Cancellations

- During a contract
 - Cancellations incur a cost of 75% of the remaining term of contract (to the nearest month)
- After a contract has expired
 - See *Renewals* below

Upgrades

- Anytime upgrade available at a cost of the difference in package
- New package will normally take effect at the start of the next calendar month

Downgrades

- Anytime downgrade available at a cost of 50% of the remaining term of contract (to the nearest month)
- New lower rate package will then take effect at the start of the next calendar month
- **Exempt from charges if suggested by LGWD**

Renewals

- Renewal invoice generated 1 month prior to the end of contract
 - Standard invoice payment terms apply (30 days)

Cancelling

- On receipt of renewal invoice, if you wish to cancel, you must contact LGWD in writing **before** the due date / renewal date. Failure to do so will:
 - Incur an administrative late fee, according to Section 4
 - Will lock the data and email

- Data is held for 30 days after which it is destroyed

Credit

- All returning customers automatically have a credit account limit of £100.
- Orders of all equipment/services/licences purchased through LGWD by new customers, (or for orders > £100 for returning customers) requires a 50% deposit on order
- The remaining balance is then subject to standard invoice payment terms
- Equipment/services/licences remain property of LGWD until paid in full
- Credit accounts are available upon request

8. CONTACT DETAILS

Official contact details are below:

Phone: 07717 284 674
 Email: web@lukegilliver.co.uk
 Address: LGWD
 1 Roseberry Grove
 York
 YO30 4SU

- General contact method is via e-mail
- Support issues, please contact via the support panel at <https://support.lukegilliver.co.uk>
- If you are experiencing internet problems, then please contact us by phone, leaving a detailed voice-mail so that the problem can be resolved without a callback
- You will receive contact from LGWD within 24 – 72 hours, dependant on your support plan.
 - LGWD is willing to accept calls outside of typical office hours but within reasonable working hours.

9. DATA PROTECTION

- All account information is kept secure and encrypted behind a password protection system.
- All site traffic is encrypted with self-signed SSL certification
- LGWD will **not** sell or distribute your information and contact details to any third party company nor will it discuss your details with any other client.
- All contact will be made with the account holder and no one else unless express permission is given in writing prior to contact.

Part of the LGWD ethos is to provide customers with a unique and tailored website free from generic templates, and this is maintained. Where possible, modifications are offered as an alternative to design elements requested from other websites.

For any queries relating to these terms and conditions, please speak to LGWD