

UNDER REVISION

UK Company Number: 14339599

Address: 128 City Road, London,
EC1V 2NX, United Kingdom

Phone: 01788 432109

General Email: info@webwinton.co.uk

Legal Email: legal@webwinton.co.uk

Dear Customer,

This is a contract between WebWinton Ltd which the customer has agreed to. This contract outlines the conditions to which the client is agreeing, where WebWinton Ltd will provide high-quality digital services. This covers WebWinton Ltd pay monthly, yearly options and one-off payments, cancellation and exit, legal, pricing and support information.

Best regards,



Kyle
Chief Executive Officer

Useful Links

Terms and Conditions: www.webwinton.co.uk/terms-and-conditions

Privacy Policy: www.webwinton.co.uk/privacy-policy

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Obligations Summary

About

This is a contract between WebWinton Ltd which the customer has agreed to. This contract outlines the conditions to which the client is agreeing, where WebWinton Ltd will provide high-quality digital services. This covers WebWinton Ltd pay monthly, yearly options and one-off payments.

This is a fixed contract which highlights the guidelines and protection of the client, and WebWinton Ltd throughout the term of monthly payments and/or large project operations.

WebWinton Ltd

WebWinton Ltd must ensure the client's website is optimally aligned to current technology and methods in the company's catalogue. The customer must receive satisfactory support for the website to remain functioning during its lifetime with WebWinton Ltd. WebWinton Ltd must follow the terms and conditions.

WebWinton Ltd can terminate a project and provide and will not refund monies transacted by the client if a contract has surpassed the '14 day return, consumer law' (UK Legislation)

Client

The client must inform WebWinton Ltd of **all** requirements and deciding information must be given to the best of their knowledge when a project starts. A point of contact must be allocated to have reliable communication with WebWinton Ltd during a project and a substitute must be allocated if available. If a client fails to communicate with WebWinton Ltd, their project will naturally fall behind schedule and will not be made a priority unless reasonably negotiated.

Terms of Service

Eligibility

Only residents of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands have access to WebWinton Ltd Services. You must be 18 years of age or over to be legally eligible for all WebWinton Ltd Services. Individuals under the age of 18 are not eligible for a

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WebWinton Ltd client area account and services and are not permitted to provide personal information to WebWinton Ltd.

Registration Terms

Only individuals that have registered for a WebWinton Ltd account and services provided certain information (e.g., a valid email address), and have agreed to the WebWinton Ltd service by completing and signing the project scope form and signing this contract are eligible to use WebWinton Ltd Services. You are responsible for maintaining the confidentiality and security of your username and password of your WebWinton Ltd account. However, if you allow others to access your WebWinton Ltd client area account, it is the client's and 'guests' responsibility to maintain the confidentiality and security of your username and password of the WebWinton Ltd account owner. You agree to immediately notify WebWinton Ltd of any unauthorised access to your WebWinton Ltd account. WebWinton Ltd will not be responsible for any losses from any unauthorised use of your WebWinton Ltd account. WebWinton Ltd's security has recovery and backup methods which are in place to establish if deleted

You agree to provide and maintain accurate, current and complete information to the required fields. You agree not to provide false details which impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information. You agree that WebWinton Ltd may take precautionary verification methods to confirm the accuracy of the information you provide.

At the point of offering information to WebWinton Ltd, you are considered a lead. Until the first payment is complete, you are then recognised as a client.

Subscription Information

Your subscription to WebWinton Ltd Services includes enrollment into a 12-month recurring payment plan. Your subscription fee will automatically transact at the following date of the day you have first committed. Upon request, WebWinton Ltd can alter the transaction date from your given account.

Payments will be charged to your chosen payment method and the client will receive an invoice 7 days before the actual date via email and the client area where it will also be stored. The payment WebWinton Ltd has the right to change its pricing and in the event of a price change, we will notify you 30 days in advance of the change by sending an email to the email address that you have registered your account with, as well as a message through the client area. However, this change only applies to new customers, if your 12-month term is/has come to a conclusion, or if you are upgrading. If you do not wish to accept a price change, you must follow the cancellation and exit method, stated in the cancellation and exit section.

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Payment Details

We will keep your detailed payment information, such as your credit card number and expiry date in our database. You are responsible for updating your payment details by changing the details in the client area. When your details change or are due to expire, when legally consented, we may obtain or receive from your payment provider updated payment details including the registered name of the card keeper, card number, account number expiry date and CW (or equivalent). This allows the WebWinton Ltd Services to remain active and you consent us to continue to deduct the necessary charges to your card using the updated information.

If payment is not successfully authorised due to expiration, insufficient funds, or other reason, we have the right to halt or suspend your subscription by giving you a notice via email and through the client area. You also agree that we may charge your payment method filed upon registration. If you decide to use an alternative payment method, you can update this in the client area.

Updating your Payment Methods

You can update your payment methods by going to the client area. By doing this you consent for WebWinton to deduct charges from your new preferred payment method.

Quotes and Invoices

Quotes

WebWinton Ltd must provide the client with a quote following the request requirements. This is to be done via the client area where the customer will have access to all their information.

Invoices

WebWinton Ltd will not commence a project until the invoice and direct debit have been received. If we do not receive a payment for a duration of time which may affect the timing of your project, your project will be reevaluated and timed accordingly.

Tax

WebWinton does not currently issue UK Tax on its products and does not have a UK tax number.

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Membership, Billing & Cancellation

Pay Monthly Cycle

By choosing one of the plans WebWinton Ltd offers, you will be charged repeatedly to your preferred payment method on the same indicated date. The contractual length of your billing cycle is 12 months on the website service plan that you chose when signing up for the service. You will have the option to renew your service with the new pricing structure and choose to either continue with the monthly payment or commit to the one-time purchase. If your direct debit has not been successfully acquired by WebWinton Ltd, the payment date, and your bill date will remain the same.

One-time Purchase Cycle

This membership fee for the WebWinton Ltd Service will be charged to your payment method on the specific payment date indicated in the client area. This will be the first deposit at the beginning of the project, and a final instalment will be when the project has concluded. You will have the option to renew your service with the new pricing structure and pay a monthly or yearly fee.

Ownership & Changes to the Website

During the term of the contract, WebWinton Ltd does not own the website. This product is owned by the client, where the subscription and one-off purchase pay for the technical and strategic collaboration of WebWinton Ltd. We will consult and advise what is best for your website and business to grow. During your commitment to the WebWinton Ltd service, you must inform us via the client area of major structural changes you will personally make to the website. This is due to custom programming code tailored to your website. Disrupting the code will increase the possibility of malfunction between elements and pages.

Increase and Decrease in Price

Every 6-12 months WebWinton Ltd will review its services and dictate the increase or decrease of the price of our monthly, yearly and quoted projects. This is decided by the change of inflation, cost of included third party services and other motives to provide better value to our customers.

Upgrades and downgrades

If the client wishes to upgrade their subscription to the tier above, they can do so, continuing to pay the remaining months of the agreement. A client cannot downgrade a subscription until the end of their 12-month agreement.

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If a client decided to jump from any of the tiers to the corporate option for a large-scale project, they could do so, exiting the 12-month contract. However, for any project quoted less than twenty thousand GBP (20,000 GBP), the client will have to pay the website's real market valuation.

Payment Methods

To use WebWinton Ltd Services you must provide a viable payment method. You authorise WebWinton to charge the agreed amount in Great British Pounds (GBP) associated with your account. You remain responsible for any uncollected amounts which will result in the suspension of your website after 14 working days. If failing to pay the monies owed, WebWinton will pursue legal challenges to collect the owed amounts and resulting in the suspension of your website and its recorded data will be owned by WebWinton. WebWinton is not responsible for additional charges which are not mentioned on the WebWinton listing or given quotes, such as third-party charges.

Cancellation and Exit

When subscribed to WebWinton Ltd Pay Monthly Services, you agree to a 12-month contract with WebWinton Ltd. If you wish to cancel your subscription and exit during the 12-month term, you must pay the remaining months to WebWinton Ltd, the valued website price dictated by WebWinton Ltd, as well as a statutory 80 GBP admin fee. After the 12-month term, you will be contacted up to 2 months earlier to inquire if you or do not wish to continue with WebWinton Ltd Services.

The client acknowledges that when signed up for WebWinton Ltd Services you agree to the immediate commencement of project production with the timing plan proposed by WebWinton Ltd. If you decide to exit at over 50% completion in the 14-day withdrawal period, you lose your right to withdraw from WebWinton Ltd Services and must pay the remaining months payable to WebWinton Ltd, the valued website price dictated by WebWinton Ltd, as well as a statutory 80 GBP admin fee.

When cancelled or at the conclusion, you will continue to have access to the WebWinton Ltd Service through to the end of your billing period. Payments are non-refundable and we do not provide refunds or credits for any partial membership periods. To cancel, email info@webwinton.co.uk and state the reason for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, go to www.manage.webwinton.co.uk. If you signed up for WebWinton Ltd using your account with a third party as a payment method and wish to cancel your WebWinton Ltd membership, you may need to do so through a such third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the WebWinton Ltd service through that third party.

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To cancel your WebWinton Ltd subscription please contact info@webwinton.co.uk. We do not refund or credit for partially used billing periods. You have the statutory right to withdraw within 14 days of signing up for WebWinton Ltd Services. However, you acknowledge that when you signed up for WebWinton Ltd Services you agreed to the immediate commencement of project production with the timing plan agreed. If you decide to exit at over 50% completion during the 14-day withdrawal period, you lose your right to withdraw from WebWinton Ltd Services as per UK law.

Refund Policy

Where WebWinton Ltd receives more than the expected payable amount, WebWinton Ltd to notify you via email and log the issue in the client area. WebWinton Ltd will refund this amount as soon as possible.

Financial Strain and Unexpected Circumstances

If a company is under financial strain and is in a position of financial difficulty, WebWinton Ltd will require proof of this and will act accordingly. The decision will be a lead time in which a client has to pay the remaining amount. The maximum time will be decided individually as each scenario can, and are unique.

Legal

Copyright

Copywriting made by WebWinton Ltd is bespoke and is not copied or stolen from other creators. WebWinton Ltd takes full responsibility for infringing other businesses' information. If you, the customer, experience legal activity, WebWinton Ltd will act fair and morally to defend our clients if they were to be wrongfully accused.

Any copywriting provided by the client to WebWinton Ltd to use on their service must be communicated via email. Before using this data, the client must also confirm via email that the copy provided has been validated for plagiarism and is a copyright of their own. WebWinton Ltd will not check for plagiarism for the client and will trust the information. However, if WebWinton Ltd recognises such text, image or other sources of information/ data to be infringing, an investigation will be conveyed to ensure the client has not abused this contract and will notify them of the issue. The client will be offered the opportunity to gather proof such as payment methods or provide new content if this is copyrighted. If there are multiple occurrences, WebWinton Ltd may suspend and terminate the project with the client. The cancellation and exit terms will apply to this scenario.

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Intellectual Property

Any intellectual property created and used by WebWinton Ltd on client's products, we will be held accountable for. If a client uses 'generic' images or content not bespoke to their product on any WebWinton Ltd Services, they must provide evidence by the photographer and/or creator that this is your content and prove you have paid or created the content. If unable to provide proof of ownership, WebWinton Ltd will request alternative forms of proving authenticity depending on the scenario of content.

Privacy Policy & Data Protection

This privacy policy documents how WebWinton Ltd obtains, stores and uses collected personal information via webwinton.co.uk or via calls, emails or other forms of communication. This policy is effective from 31st August 2018 and conforms to the General Data Protection Regulation 2018 (GDPR).

Interaction with www.webwinton.co.uk, calls with WebWinton Ltd staff, emails, text messaging, verbal communication as well as other forms of communication. We collect data such as name, contact details (telephone number and email address), bank details, living address, and billing address. We will use this information for business and administrative intentions only (specifically to contact you with more information on updates, product information, advertising and analytical purposes).

We use encryption to keep your information safe from unauthorised access. Only WebWinton Ltd and the account and those with access to the client area can view, use and change the information provided.

WebWinton Ltd keeps your information as long as there is a contract between the client and us. After the cancellation of your membership, WebWinton Ltd will retain your personal information for legal protection on our behalf. WebWinton Ltd will keep records of email chains and other communications.

We use cookies on our website to promote WebWinton Ltd to specifically targeted customers/prospects.

Client notice:

- The individual or business has the right to know what personal information we hold and be informed about its use.
- The individual or business has the right to correct their personal information.
- The individual or business has the right to have their personal information removed from our records.
- The individual or business has the right to complain to a supervisory authority.

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- The individual or business has the right to retract any consent about the use of their information for marketing purposes.

Updating the Contract

WebWinton Ltd has the right to update the contract every month and will inform the customer of any changes via the email the customer wishes to be contacted. You will also have updates in the client area at www.manage.webwinton.co.uk so that you are kept up to date on the changes made.

Any mistakes made to the contract will be rectified and the customer will be notified as soon as possible.

Pricing

WebWinton Ltd offers contractual monthly subscriptions, one-time yearly instalments and quoted bespoke projects for clients. This will be for large-scale website projects, branding, marketing and sales. The bespoke price will be tailored to your specific requirements.

WebWinton Ltd can negotiate with bespoke projects, however, has already given its best price. WebWinton Ltd's purpose is to grow business and build relationships.

Pay Monthly Project Information

Project Production

WebWinton Ltd will produce all website design and development, branding, copywriting, marketing, sales and SEO services. External content input received by the client to information will be verified by WebWinton Ltd and the client will be challenged if there is uncertainty during the development of the project. WebWinton Ltd will provide timing plans and progress checkpoints in the Client Area.

WebWinton Ltd will also use safe and proven third-party integrations. These are used to build functionality such as online payments, forms and submission documents.

Direct Debit and Handover

WebWinton Ltd will produce a project for the given period. This is dependent on the size of the project and customer requirements. If a client fails to commit to the direct debit, the project will not commence. The project will be handed over during the handover period.

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Large-Scale Project Information

Project Production

WebWinton Ltd will produce all website design and development, branding, copywriting, marketing, sales and SEO services. External content input received by the client to information will be verified by WebWinton Ltd and the client will be challenged if there is uncertainty during the development of the project. WebWinton Ltd will provide timing plans and progress checkpoints in the Client Area.

WebWinton Ltd will also use safe and proven third-party integrations. These are used to build functionality such as online payments, forms and submission documents.

Deposit, Final instalment and Handover

WebWinton Ltd will produce a project for the given period. This is dependent on the size of the project and customer requirements. The first deposit of a large project will be 50% of the agreed quote. If a client fails to commit to the first deposit, the project will not commence. The final instalment will be the remaining 50% of the project. The project will be handed over during the handover period and when the final 50% downpayment has been received.

If the final instalment is not paid, WebWinton Ltd will hold onto the project until the final quoted instalment has been received.

Speed and Performance

The quality of the content may vary from device to device and may be affected by a variety of factors, such as your location and the speed of your Internet connection. Speeds up to 0.2 seconds are subject to your internet service and device capabilities. Not all content will be optimised for all digital devices.

Promotional Offers

If you are an existing client, you will have access to multiple benefits, some of which will not apply to you and only to new customers. Any queries on promotions please contact us at info@webwinton.co.uk.

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Support

WebWinton Ltd will actively support its clients and ensure the health of a website is as high as possible. For other services, WebWinton Ltd is open to advising its clients on strategies to grow its business. For support contact:

kyle@webwinton.co.uk, CEO

carlos@webwinton.co.uk, Managing Director

info@webwinton.co.uk, general inquiries

legal@webwinton.co.uk, legal inquiries

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