



Terms & Conditions

The following terms of business apply to all products and related services provided by First Stop Web Design Community Collective (hereafter referred to as First Stop Web Design or The Company).

All work is carried out under these terms except where changes are expressly agreed in writing.

1. Price

Orders will be invoiced at the price applicable at the date of order.

Prices quoted are not subject to VAT and delivery.

2. Payment

The title to all goods sold by First Stop Web Design will remain vested in the company until full payment has been made. At any time at the company's discretion First Stop Web Design may use its retention of title to recover goods not paid for in full from a client or a third party.

Should default be made by the client in paying any sum due under order or contract the company at its option shall be entitled to treat such default as a repudiation of the customer agreement. The client must pay the company reasonable charges incurred in the course of any part performance of the agreement by the company.

If the client is a limited company or other legal entity claiming limited liability and the client is unable to pay for goods and or services supplied for any reason whatsoever, including insolvency, the directors or partners shall also become jointly and severally liable for the debt.

3. Exclusion

If the client requires advice on their online resource idea, goods or services for any purpose they should seek appropriate professional third party advice where required. Apart from the company's Director of Services, the company's staff are not authorised to express any opinion or make any representation as to the fitness of any goods or services for any purpose, and any such opinions or representations as may be expressed by them are not binding on the company.

4. Liability

First Stop Web Design undertakes to replace, correct or at its option credit the value of all goods or services supplied which are defective or otherwise not in conformity of the customer agreement. The company must be informed in writing of such defective goods or services and requested to make such replacement or correction or give such credit. The company accepts no liability for information provided by the client that is mis-spelt, or contains errors or omissions, and the client is responsible for checking all the information is correct prior to submission.

The company's liability whether in contract, tort or otherwise in respect of any goods and services supplied by it shall be limited solely to the foregoing, and in no circumstances does the company accept any further liability for either direct or consequential losses howsoever or whenever arising in particular, but without prejudice to the generality of the foregoing.

5. Limitation of Liability

If the company carries out any work at the request of the client the company's liability for any failure or breach of the customer agreement will be limited to the invoice cost of the work.

6. Cancellation

Orders placed with the company cannot be cancelled except with the company's written consent and on terms which will indemnify the company against any damage or consequential loss. Full details of all such matters will be outlined in customer agreements specific to the work in hand.

7. Data Protection

The information that you provide about yourself to us will only be used in accordance with our Privacy/Data Protection Policy. Our Privacy/Data Protection Policy does not apply to websites operated by third parties.

8. Returns

All products are deemed to have been accepted by the client within five days of the completion/delivery date, unless the company is notified within that time in writing that the products are rejected. In order for the notice of rejection to be effective we must have been formally notified and details of why the products are rejected must be provided. The client will be provided with replacements of any rejected products. No credit will be provided for rejected goods.

9. Performance of Contract

In event of the performance of any obligation accepted by the First Stop Web Design being prevented, delayed or in any way interfered with by either;

An act of god, outbreak of war, either general or local riot or other civil commotion, strike, lockout, act or decree of any government or any other act, matter or thing beyond our reasonable control.

Non-delivery or non-performance by the company's suppliers or damage, loss or destruction of the whole or part of the goods or work by any cause beyond the company's control.

First Stop Web Design may at its option suspend performance or cancel its obligation under the customer agreement without liability for any damage or consequential loss resulting therefrom such suspension or cancellation being without prejudice to the company's right to recover all sums owing to it in respect of consignments delivered, or collected and costs incurred to date.

10. Assignment

The customer agreement shall not be assigned by the client to any third party without the prior consent of the First Stop Web Design. Only someone who is a party to this agreement has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. The advice we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it. We will accept no responsibility to third parties for any aspect of our services, products or work that is made available to them.

11. Intellectual Property

The client is to indemnify the company against any claims whatsoever for damages and or costs against all liability in respect of any infringement of trade mark, patent right, copy right or any other intellectual property.

12. Law and Jurisdiction

The customer agreement shall be governed by and interpreted in accordance with English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these terms of business and any matter arising from or under them.



Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

Should any condition or part thereof become unenforceable for any reason whatsoever this shall be without prejudice to the remainder of that condition and all other conditions and part conditions. The condition headings are inserted for convenience only and shall not affect the applicability of these conditions.