

# YELLOW CREATIVE LTD 'STYLISH WEBSITES' ORDER FORM

Name of person responsible for proofing website: \_\_\_\_\_

Position: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Business: \_\_\_\_\_

**DOMAIN NAME** (Please tick your choice - if you require us to purchase a domain name payment is required with this order form)

Please purchase the following .co.uk domain name: \_\_\_\_\_  
(£17.60 inc.VAT for **two** years)

Please purchase the following .com domain name: \_\_\_\_\_  
(£16.44 inc.VAT for **one** year)

I will be transferring the following domain name: \_\_\_\_\_

Please note that if transferring an existing domain name you will need to inform your current hosting company and request that they amend the record for your domain name as follows:

**IPS Tag:** S2CONSULTING

**Primary Nameserver:** ns1.turbodns.co.uk (195.10.228.174)

**Secondary Nameserver:** ns2.turbodns.co.uk (81.21.65.135)

**TEMPLATE DESIGN - £25** (£29.38 inc VAT) per month

I would like my website based on template number:  
(please enter a number between 1 and 24)

**BESPOKE DESIGN - £35** (£41.13 inc VAT) per month

I would like a bespoke design for my website  
(please tick the box)

**Choose this option if you want to choose the 'buy it now' option to own your website outright**

**BESPOKE DESIGN - £999** (£1173.83 inc VAT)

I would like a bespoke design for my website  
(please tick box)

## OPTIONAL EXTRAS

I wish to purchase the following optional extras when Yellow Creative build my website (payable on completion):

Extra Pages (£1.76 inc.VAT per month)

Extra Online Forms (£1.76 inc.VAT per month)

Members Only Area (£1.76 inc.VAT per month)

Downloadable Newsletter (£23.50 inc.VAT per month)

Search Engine Submission (£88.13 inc.VAT)

Keyword Optimisation (£117.50 inc.VAT per word/phrase)

Graphic Design and Print

Self Updating of website with Contribute software

I have read and agree to abide by the attached Terms & Conditions applying to the monthly payment service and have signed them accordingly.

I enclose a cheque for £ \_\_\_\_\_ to cover domain name purchase if requested.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Please return this Order Form/Contract and a cheque for the correct amount (made payable to Yellow Creative Ltd) to:

**Yellow Creative Ltd, 49 Carlton Street, Kettering, Northants NN16 8ED**

<p><b>I/We have read and accept the Terms and Conditions set out below:</b></p>	
<p>Signed .....</p> <p>Name .....</p> <p style="padding-left: 40px;">(for and on behalf of Customer)</p> <p>Position .....</p> <p>Date .....</p>	

**1. Definitions and Interpretations**

In these Terms and Conditions the following words shall (unless the context otherwise permits) have the meanings set next to them:

**Acknowledgement of Order** the acknowledgement of order sent by Yellow to the Customer pursuant to clause 2.2.

**Additional Services** such additional services (if any) to be provided by Yellow to the Customer as shall be agreed by Yellow which services shall be provided on such terms and conditions as shall be agreed between the parties from time to time.

**Change Request** an email from the Customer and received by Yellow in which the Customer sets out requests for changes to be made to the Website from the list of changes included within the Standard Service and set out in Schedule 1 paragraph 2.

**Confidential Information** all trade secrets, know-how and other commercially valuable information of whatever description and in whatever form (whether written, oral or otherwise) and includes confidential customer information of the Customer and all passwords, high security issues, ways of operation, business practices and corporate secrets of each party.

**Customer** the person or organisation whose details are set out on the Customer Order Form.

**Customer Order Form** the order form to be downloaded from Stylish Websites completed by the Customer, setting out the Customer's details, confirmation of whether they wish to purchase the Standard Service, Further Services or any Additional Services and confirmation of the Website Template.

**Domain Name** the .co.uk domain name requested by the Customer and registered on behalf of the Customer in accordance with paragraph 4.1 of Schedule 1.

**Domain Fee** the fee as set out by Yellow in paragraph 2 of Schedule 3 payable by the Customer for the Domain Name .

**Event of Insolvency** any of the following:

- the levying of any distress or execution upon any property of any Party;
- the making of any arrangement with the creditors of any Party;
- the inability of any Party to pay its debts as they fall due;
- the passing of any resolution or petition to wind up any Party (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction);
- the appointment of a receiver, manager, administrative receiver or administrator over the whole or any part of any of the business assets or undertaking of any Party.

**Further Services** the services referred to in Schedule 2.

**Further Service Fee** the fee payable for each of the Further Services.

**Stylish Websites** the website operated by Yellow at [www.stylishwebsites.co.uk](http://www.stylishwebsites.co.uk).

**IPR** all copyright and other intellectual property rights howsoever arising and in whatever media, whether or not registered, including without limitation, patents, trade marks, service marks, trade names, registered design and any applications for the protection or registration of these rights and all renewals and extension throughout the world.

**Party** Yellow and/or the Customer as applicable.

**Schedule/s** the schedule/s attached to these Terms and Conditions.

**Services** the Standard Service and/or the Further Services and/or the Additional Services as appropriate.

**Standard Fee** the fee for the Standard Service as set out in paragraph 1 of Schedule 3.

**Standard Service** the services set in paragraph 1.1 of Schedule 1.

**Terms and Conditions** the terms and conditions contained herein, and in the Schedules and/or the Customer Order Form as applicable.

**Website** the website created by Yellow for the Customer using a template or bespoke design and as set out on the Customer Order Form.

**Website Launch** the date the Website is launched on the Internet which date shall be confirmed in writing by Yellow to the Customer at least 7 Working Days prior to such launch.

**Website Templates** any template websites purchased by Yellow from a third party and set out on Stylish Websites to be used by Yellow as the basis of the development of the Website.

**Working Days** any days which clearing banks are open in London for a full range of business.

**Yellow** Yellow Creative Limited, registered as a company in England and Wales under number 04879415 whose registered office is at 49 Carlton Street, Kettering, Northamptonshire NN16 8ED.

**2. Terms and Conditions**

- 2.1 These Terms and Conditions shall apply to all contracts for the provision of the Services (insofar as the same is applicable) by Yellow to the Customer to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply under any order, confirmation of order or similar document.
- 2.2 All orders for the Services submitted in accordance with these Terms and Conditions shall be deemed to be an offer by the Customer to purchase the Services subject to and in accordance with these Terms and Conditions and the offer shall be deemed to be accepted by Yellow forthwith upon issue by Yellow of the Acknowledgement of Order.

**3. Provision of the Services**

- 3.1 On payment of the Standard Fee by the Customer Yellow shall provide the Standard Service. The Further Services and any Additional Services may be provided by Yellow at its absolute discretion and only following payment by the Customer of the Further Service Fee and such other fee as may be determined by Yellow in both cases in accordance with these Terms and Conditions.

#### **4. Ordering**

4.1 The Customer shall order the Services by completing and signing a Customer Order Form and sending the original signed copy to Yellow by post to the address set out at the top of these Terms and Conditions. On receipt of the Customer Order Form if Yellow agrees to provide any or all of the Services requested in the Customer Order Form, it shall specify the same by sending by email a written Acknowledgement of Order to the Customer.

#### **5. Invoicing**

- 5.1 In the event the Customer elects to pay the Standard Fee annually, the Standard Fee and any applicable Domain Fee shall be payable forthwith on receipt by the Customer of the Acknowledgement of Order by cheque made payable to Yellow Creative Ltd.
- 5.2 In the event the Customer elects to pay the Standard Fee monthly the Domain Fee, if applicable, shall be payable 3 Working Days in advance of the Website Launch by cheque made payable to Yellow Creative Ltd and the Standard Fee shall be payable by equal monthly instalments in advance paid by standing order and payable on such Working Day of each month, as shall be specified by Yellow provided that the first instalment shall be payable 3 Working Days in advance of the Website Launch.
- 5.3 In the event the Customer fails to provide information to build the website thus delaying its launch, the first monthly payment or annual fee will become due no later than 3 months from the Acknowledgement of Order.
- 5.4 In the event that the annual Standard Fee or the Domain Fee is not paid the Website will not be launched and in the event that the monthly Standard Fee fails to be paid within 14 days of the due date in any month the Standard Service shall be suspended and the Website shall be removed from the Internet
- 5.5 Any Further Service Fee or fee payable for any Additional Services shall be payable by cheque 5 Working Days in advance of the commencement of the Further Services or the Additional Services unless otherwise agreed by Yellow.

#### **6. Duration**

6.1 The Standard Service shall be provided for a minimum period commencing on the date of Yellow's acknowledgement of the Customer Order Form until the first anniversary of the Website Launch subject always to compliance by the Customer of its obligations under these Terms and Conditions. At the expiration of the minimum period Yellow shall continue to provide the Standard Service and the Customer shall continue to pay the Standard Fee unless these Terms and Conditions are terminated in accordance with clause 7.

#### **7. Termination**

- 7.1 Subject as otherwise provided in these Terms and Conditions either Party may cancel the Standard Service or any ongoing Further Services or Additional Services by giving the other one month's notice in writing of its intention to cancel such services, such notice to expire on or after the first anniversary of the Website Launch. On the expiration of the said one month's notice Yellow shall cease the provision of such cancelled services and the Customer shall no longer be obliged to pay for such cancelled services but without prejudice to its obligation to pay any amounts owing to Yellow at such date pursuant to these Terms and Conditions or otherwise.
- 7.2 Either Party shall be entitled forthwith to cancel the Standard or Further Services or any ongoing Further Services or Additional Services by written notice to the other if:
- 7.2.1 that other Party commits any continuing or material breach of any of the provisions of these Terms and Conditions and, in the case of such breach which is capable of remedy, fails to remedy the same within 30 days after the receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- 7.2.2 that other Party suffers an Event of Insolvency ;
- 7.2.3 that other Party ceases, or threatens to cease, to carry on business.
- 7.3 The Customer shall be entitled to cancel the provision of the Standard or Further Services or any Additional Services in accordance with clause 9.9.
- 7.4 Following the cancellation of the Standard or Further Services or any Additional Services under sub-clauses 7.1 or 7.2 or 7.3 the following provisions shall apply but without prejudice to the rights and remedies of Yellow pursuant to these Terms and Conditions:
- 7.4.1 all IPR in the Website shall remain the absolute property of Yellow and/or any third party who owns any IPR in the Website

Templates save that any IPR owned by the Customer in the text or photographs supplied by the Customer or any trade or service marks used and owned by the Customer shall remain the property of the Customer;

7.4.2 Yellow shall take the Website off-line and the Customer shall have no further access to the Website;

7.4.3 the Domain Name provided to the Customer as part of the Standard Service shall remain the property of the Customer.

#### **8. Customer Acknowledgements**

- 8.1 The Customer acknowledges that:
- 8.1.1 the Website shall be based on the Website Template that has been selected by the Customer and that the Website Templates shall be purchased by Yellow from a third party with the right to adapt and to use the Website Templates;
- 8.1.2 the Website will not be available to access during such times as maintenance, changes, updates, error correction or any other work deemed necessary by Yellow are being carried out;
- 8.1.3 the provision of and use of the Website may not be uninterrupted or error free;
- 8.1.4 the Website will be hosted by a third party and that Yellow will not be responsible nor liable for any down time of the Website resulting directly or indirectly from any act or omission of such third party;
- 8.1.5 other customers of Yellow may select the same Website Template and therefore their Website may look similar to that of the Customer's Website;
- 8.1.6 Yellow accepts no responsibility for the content of any email and/or other communication received by the Website which are then forwarded onto the Customer.

#### **9. Limitations of Liability**

- 9.1 The following provisions of this clause 9 set out Yellow's entire liability (including any liability for acts and omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of its contractual obligations arising under these Terms and Conditions and any representation, statement or tortious act or omission including negligence arising under or in connection with these Terms and Conditions.
- 9.2 Yellow's liability to the Customer in respect of death or personal injury caused by the negligence of its employees in connection with their duties under these Terms and Conditions or by any defect in any product supplied pursuant to these Terms and Conditions shall be unlimited.
- 9.3 Yellow accepts no liability whatsoever for any loss, claims or expenses incurred as a result of any down time of the Website which is due to the reasons set out in clause 9.9 or from the Customer failing to renew the Domain Name in accordance with paragraph 4.3 of Schedule 1.
- 9.4 In respect of physical damage to or loss of any of the Customer's tangible property to the extent that it results from the wilful default or negligence of Yellow, its employees, agents or contractors Yellow's liability shall be limited to an amount of £250,000 in respect of each incident or series of connected incidents.
- 9.5 In respect of all other direct loss (whether contractual, tortious or otherwise) Yellow's liability shall not exceed £250,000.
- 9.6 Yellow shall not be liable to the Customer for any type of consequential, special or indirect loss or damage.
- 9.7 All liability that is not expressly assumed in these Terms and Conditions is hereby excluded.
- 9.8 These limitations will apply regardless of the form of action, whether under statute, in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise.
- 9.9 Yellow shall not be liable to the Customer if it is prevented from or delayed in the performance of its obligations to the Customer due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-out, strikes or other labour disputes (whether or not relating to Yellow's work force) or delay in obtaining supplies of adequate or suitable materials provided that if the event in question continues for a continuous period in excess of 30 days, the Customer shall be entitled to give notice in writing to cancel the Standard or Further Service or any Additional Services forthwith.
- 9.10 Both Yellow and the Customer acknowledge and agree that the limitations and exclusions of liability set out in this clause 9 are reasonable and have been agreed taking into account the commercial value of these Terms and Conditions to each Party and the commercial standing of each Party.

#### **10. Customer Warranties**

- 10.1 The Customer represents as follows:
- 10.1.1 that all text and photographs to be supplied by the Customer to Yellow are with proper permission and that any text or photographs supplied by the Customer do not infringe any third party's IPR;
- 10.1.2 that the Customer will indemnify and hold harmless Yellow from any and all claims arising from any breach of these warranties.
- 11. Confidentiality**
- 11.1 Except as required by law both Yellow and the Customer shall procure that all Confidential Information disclosed by one to the other in accordance with these Terms and Conditions or which may at any time until termination of these Terms and Conditions come into the other's knowledge, possession or control shall not be used for any purposes other than those required or permitted by these Terms and Conditions and shall remain confidential and shall not be disclosed to any third party except insofar as this may be required for the proper operation of these Terms and Conditions and then only under appropriate confidentiality provisions approved by the other. These obligations of confidentiality shall cease to apply to any particular item of Confidential Information once it becomes public knowledge other than by any act or default of either Yellow or the Customer.
- 11.2 These obligations of confidentiality survive the termination of these Terms and Conditions.
- 12. General**
- 12.1 Headings used in these Terms and Conditions are for convenience only and shall not be used to interpret or construe its provisions.
- 12.2 The waiver by either Party of a breach or default of any of the provisions of these Terms and Conditions by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.
- 12.3 Any notice, request or instruction or other document to be given under these Terms and Conditions shall be delivered or sent by first class post or by email or facsimile transmission to the address or to the facsimile number of that other Party detailed on the front page of these Terms and Conditions (or such other address or numbers as may be notified) any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by email or facsimile transmission) upon the expiration of 12 hours after dispatch.
- 12.4 If any provisions of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties to these Terms and Conditions agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 12.5 Yellow shall not be liable to the Customer for loss arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of execution of these Terms and Conditions other than those representations, agreement, statements or undertakings confirmed by a duly authorised representative of Yellow in writing or expressly incorporated or referred to in these Terms and Conditions
- 12.6 These Terms and Conditions shall be binding upon and inure for the benefit of the successors in title of the Parties hereto.
- 12.7 The Customer shall not be entitled to assign or otherwise transfer these Terms and Conditions nor any of its rights or obligations hereunder without the prior written consent of Yellow.
- 12.8 These Terms and Conditions shall be construed in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English Courts.
- 12.9 Neither Party shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), riots, embargoes or inability to obtain the required services (including but not limited to telecommunication services) from third parties.
- 12.10 A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## SCHEDULE 1

### THE STANDARD SERVICE

#### 1. Website

- 1.1 The Standard Service includes the development of a Website by Yellow based on a Website Template selected by the Customer from a number of Website Templates on Stylish Websites, or by Bespoke Design. Yellow shall amend the Website Template selected by the Customer so as to include words of text supplied by the Customer and subject further to a maximum of 4 amendments/changes/additions per calendar month.. The Website shall be amended so as to include photographs supplied by the Customer subject to the limits of the Website Template selected by the Customer and subject further to a maximum amendment of 2 photographs per calendar month. The cost of any additional amendments will be agreed between the Parties.
- 1.2 The Customer must supply the text or photographs for inclusion on the Website in the following formats:
- 1.2.1 text must be supplied in a digital format e.g. word format or as part of an email;
- 1.2.2 photographs must be supplied in a digital format e.g. Jpeg, Giff, Jpeg logos form or as line art images.
- 1.3 In the event that the Customer is unable to supply the text or photographs in the required format Yellow can assist the converting of the supplied text or photographs into the required format as part of its Further Services.

#### 2. Maintenance, Updates and Changes

- 2.1 The following services are included as part of the Standard Service:
- 2.1.1 changes to the text as required by the Customer subject to a maximum of 4 amendments/changes/additions per calendar month.
- 2.1.2 changes to up to 2 photographs on the Website per month;
- 2.1.3 fixing any broken links on the Website; and
- 2.1.4 restoring web pages if corrupted and general website maintenance.
- 2.2 The Customer may request any of the changes set out in paragraph 2.1 by submitting to Yellow by email a completed Change Request setting out the changes required to the Website.

#### 3. Timescale

- 3.1 Yellow shall use its reasonable endeavours to ensure that the Website Launch takes place as soon as reasonably practicable following its acknowledgement of the relevant Customer Order Form.
- 3.2 Yellow shall use its reasonable endeavours to carry out the changes and updates set out in paragraph 2 of this Schedule as soon as reasonably practicable.

**4. Domain Name**

- 4.1 If the Customer requests a Domain Name Yellow shall use its reasonable endeavours to register (subject to availability) on behalf of and as requested by the Customer one .co.uk Domain Name on payment by the Customer of the Domain Fee in accordance with these Terms and Conditions.
- 4.2 Yellow shall use its reasonable endeavours to ensure that the Domain Name is directed to the Website.
- 4.3 The registration of the Domain Name in accordance with paragraph 4.1 shall be in the name of the Customer for a period of two years after which period the Domain Name shall require renewal and renewal fees will be payable. Any renewal of the Domain Name registration is outside the terms of the Standard Service and is the sole responsibility of the Customer.
- 4.4 In the event that the Customer already has a Domain Name Yellow shall use its reasonable endeavours to ensure that the Customer's Domain Name is directed to the Website provided the Customer has advised the supplier and complied with any requirements of such supplier for the operation of such redirection.

**5. Email Addresses**

An 'enquiries' email address shall be supplied for use with the Website with up to a further 9 email addresses if required. Any additional email addresses can be provided as an Additional Service. Emails received to these addresses shall be forward to the Customer's own email address by Yellow as soon as reasonably practicable following receipt PROVIDED THAT Yellow shall not be responsible for any breakdown or other defect in the Customer's email system and shall not be liable for any loss or damage arising directly or indirectly therefrom.

**6. Hosting**

The Website will be hosted by Yellow.

**SCHEDULE 2**

**FURTHER SERVICES**

The Further Services are as set out from time to time on Stylish Websites.

**SCHEDULE 3**

**PART 1**

**STANDARD FEE**

**1. The Standard Fee is £25.00 per month or £275.00 per year for a Template Website, or £35.00 per month or £385.00 per year for a Bespoke Design.**

Prices are subject to VAT