



Level 18 Web Design

Statement Of Works

Thank you for considering Level 18 for your design needs, we truly appreciate your custom. Careful consideration has gone into this statement of works, as it details how we work, what we will be doing to your website and the associated costs. Please read this document carefully as it outlines every aspect of the project, and should you require any clarification please contact us in the first instance

Level 18 Web design



LEVEL18

Web Solutions



YOUR CONTACT DETAILS:

Name: Mr. Joe Bloggs

Company: Bloggs International Ltd

Address: Bloggs House, London, United Kingdom

Postcode: SW1 4TE

Telephone: 0208 000 000

Email: joe@joebloggs.com

sales@level18.co.uk



Website URL that requires work: <http://www.bloggsonline.com>

Work consists of:

- A. Design and build website <http://www.bloggsonline.com>
- B. Moving the client's website <http://www.bloggsonline.com> from Fast hosts to a Level 18 web server.
- C. Provide Hosting Plan B
- D. Ensure the client's website validates as CSS compliant following the upgrade.
- E. Ensure the client's upgraded website is cross browser compliant in the following browsers. Internet Explorer 7, Internet Explorer 8, Firefox 3.0.8, Firefox 3.0.7, Safari 3, Safari 4, Google Chrome 1.0.154.53

Key Dates:

Work Start Date: 02/09/10	Content Required By Date: 08/09/10
Approval Sought Date: 16/09/10	Work End Date: 24/09/10
Site upload Date: 25/09/10	Design Appraisal Form Sent Date :12/10/10



Unique Viewing Area: As a design client we invite you to monitor the work that is being undertaken on your website, in order to do this please see below your unique viewing area, this link will not be available before or after the Work Start / End dates mentioned above.

Unique Viewing URL:	http://www.level18.co.uk/yourcompany/index.html
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Financial Details:

Product / Service	Unit Or No. of Hours	Cost £
Design Work	2 Hours	79.98
Hosting Plan B	1	12.50 Monthly / 150.00 PA

Payment Options:

Option 1, With Annual Hosting	£229.98 Ex Vat	VAT @ 17.5 % = £40.25	Total = £270.23
Option 2, With Monthly Hosting	£92.48 Ex Vat	VAT @ 17.5 % = £16.18	Total = £108.66

Required Information:

This document is required to be signed and faxed back to Level 18 and will be treated as confirmation that you are satisfied with the work that we will be doing on your behalf. And also that you have read the terms and conditions at the bottom of this document.



Name:	Sig:	Date:
Payment Option Selected	Option 1 <input type="checkbox"/>	Option 2 <input type="checkbox"/>
Preferred Payment Method	Electronic Invoice <input type="checkbox"/>	Online Store Link <input type="checkbox"/>

Your Customer Number Is: L18789654 this is unique.

Terms and Conditions

We are a Scottish company therefore the services we offer and all aspects of these terms and conditions are governed by the applicable laws of Scotland. Any contract concluded with Level18 will be concluded in the English language only.

Application of Terms

These terms and conditions will apply to all dealings between the parties hereto unless specifically varied in writing and signed by a director of Level18 and the Customer respectively. In this Agreement the expression "Hosting Services" includes the hosting of the Customer's Website, and the provision of DNS server and mail server facilities, the "Hosting Charge" is the fee charged by Level18 for the Hosting Service, and "We" or "Our" refer to Level 18.

Work Dates

The dates mentioned above are designed to keep your design work in the flow, and whilst we will take every reasonable measure to ensure that your work is carried out within the allotted time frame we will accept no liability for loss of earning that are a result of delayed work. Failure to supply content before the required date could result in delays, and at worst may require a new allocation slot for the work to be completed.

Payment Terms



All design work over 3 hours will require a 50% deposit prior to commencement with the remaining 50% due on completion and prior to the site being released. Design work 3 hours or under requires full payment prior to commencement. The Hosting Charge will be payable in accordance with the details posted on the Website at www.level18.co.uk/hosting.html Annual fees including any services charges will be due within 14 days of the date of our invoice. The Customer shall remit payment to us by credit card on-line in advance of each New Year of service. If you pay monthly no invoice will be raised.

Failure to make payment when due may result in suspension or disconnection of the Hosting Service. No service will be resumed without full payment in advance of any future hosting terms. Either monthly or annually.

Hosting Conditions and Customer Undertakings

The Customer undertakes to pay the fees and charges specified herein in a timely manner

The Customer undertakes to comply with any reasonable code of conduct required by Level18 and acknowledges and agrees that Level 18 is entitled at any time and without notice to remove Websites or E-mail facilities from its Servers and/or bar access to the same in the event of any violation or alleged or suspected violation of such Code of Conduct or if otherwise authorised so to do by a competent law enforcement agency.

The Customer undertakes that any material contained in or linked to its Website and (if applicable) contained in its discussion group, chat room or bulletin board ("Material") must comply with the following basic standards:

1. All information and activities must be legal, decent and honest (in terms of United Kingdom law and standards);
2. Data protection legislation within the United Kingdom law must be adhered to in order that the collection of personal information is not traded or disclosed illegally
3. Distance selling requirements as relate to on-line activities must be complied with as laid down in the United Kingdom law;



4. Other applicable trading standards and laws and regulations as the same are created from time to time and notified to the Customer.

The Customer undertakes to comply with generally accepted principles of Internet usage (whether governed by the laws of any jurisdiction or not) including:

1. Refraining from sending "spam mail" (i.e. unsolicited mass communications);
2. Never sending mail bombs, Trojan horses, worms, viruses or other disruptive programs or devices;

Specific Responsibilities of Customer

The Customer is solely responsible for the accuracy, legality, currency and compliance of its own material and Website and will be solely liable for false, misleading, inaccurate, infringing or other actionable material contained or referred to therein.

The Customer is solely responsible for maintaining the confidentiality and security of any unique logon ID and password.

The Customer acknowledges and agrees that Level 18 may be required by a law enforcement agency to monitor E-mail and Website content and traffic and if necessary give evidence of the same together with use of the logon ID and password to support or defend any dispute or actionable cause or matter which arises in relation to the same.

Indemnity and Waiver

The Customer agrees to indemnify and keep indemnified Level 18, their successors and assigns, and each of their respective directors, officers, employees and agents from and against any and all liability, damages, losses, claims (including reasonable legal fees) resulting in any way from its use of and from any material posted on its Website, to its discussion groups or from any other matter relating to this Agreement including but not limited to use of the information contained on the Website, from discussion groups or

Arising from any introduction or collaboration resulting there from or otherwise arising from the Website.



The Customer waives any right to bring any claim or action against Level 18 for any loss, damage or injury arising from use of the Website or any Material from the Website or from the Code of Conduct.

Exclusion of Warranties

Level 18 does not warrant that the hosting service or the servers will be continuously available 24 x 7 x 365 but will use its reasonable endeavours to keep downtime to a minimum.

The Customer accepts the hosting service and servers "as is" with any faults or failings and without any representation, warranty or guarantee whatsoever, express or implied, including without limitation any implied warranty of accuracy, completeness, quality, continuity of service, connectivity, merchantability, fitness for a particular purpose or non-infringement.

Level 18 Liability

Level 18 shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the development, E-mail, the Website, any software (including Bespoke Software), its use, application, support or otherwise, except to the extent to which it is unlawful to exclude such liability.

Notwithstanding the generality of the sub-clause above, Level 18 expressly excludes liability for consequential loss, damage or corruption to other software or data, or for loss of profit, business, revenue, goodwill or anticipated savings.

Level 18 excludes liability for any losses arising out of any failure to maintain the Customer's domain name(s).

In the event that any exclusion contained in this Agreement shall be held to be invalid for any reason and Level 18 becomes liable for loss or damage that it may otherwise have been lawful to limit, such liability shall be limited to the Price of the annual Hosting Charge paid.

Level 18 does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of Level 18, its employees, agents or authorised representatives



Indemnity

The Customer agrees to indemnify and save harmless and defend at its own expense Level 18 from and against any and all claims of infringement of copyright, patents, trademarks, industrial designs, or other intellectual property rights affecting the Website and based upon the Customer's contribution to the Website.

Level 18 undertakes that the Customer shall be given notice of any claim specified above that is made against Level 18 and the Customer shall have the right to defend any such claims and make settlements thereof at its own discretion and Level 18 shall give such assistance as the Customer may reasonably require and at the Customer's expense to settle or oppose any such claims.

In the event that any such infringement occurs or may occur, the Customer may instruct Level 18 at the Customer's expense to procure for the Customer the right to continue using the infringing material; or modify or amend the infringing material so that the same becomes non-infringing; or replace the infringing material with other material of similar capability.

Termination

Notwithstanding any other provisions herein contained, and without prejudice to any other rights such party serving notice may have, Level 18 may forthwith terminate this Agreement (by discontinuing the Hosting Service) by written notice to the Customer if any of the following events will occur:

1. If the Customer commits any breach of the terms or conditions of this Agreement including the terms, conditions and provisions of any schedule attached or adopted hereto and fails to remedy such breach (unless it is a breach which entitles the Customer to terminate this Agreement immediately or insofar as such breach is not capable of remedy to furnish adequate compensation therefore) within seven (7) days after receiving written notice requiring it so to do.
2. If the Customer becomes bankrupt or compounds or makes any arrangement with or for the benefit of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver or manager appointed of the whole or substantially the whole of its undertakings or if any distress or execution will be



threatened or levied upon any equipment and/or software or other property of the party entitled to serve notice hereunder or if the other party is unable to pay its debts in accordance with the law relating to this Agreement.

Termination of this Agreement will be without prejudice to any accrued rights of either party and will not affect obligations which are expressed not to be affected by expiry or termination hereof.

Support and Maintenance

Level 18 will endeavour to provide a continuous high quality service. If you experience problems with your service, you may contact Level 18 by e-mail to support@level18.co.uk.

Please note we may require suspension of some of our services for short scheduled periods to carry out maintenance or repair to our services.

Assignment

This Agreement will not be assigned by the Customer whether voluntarily or involuntarily or by operation of law in whole or in part to any party without the prior written approval of Level 18.

Force Majeure

Neither party will be under any liability to the other in any way whatsoever for destruction, damage, delay or any other matters of that nature whatsoever arising out of war, rebellion, civil commotion, strikes, lock-outs and industrial disputes, fire, explosion, earthquake, acts of God, flood, drought, or bad weather or the requisitioning or other act or order by any Government department, council or other constituted body.

Notices

Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation will (unless otherwise provided) be in writing and sent by e-mail to the respective parties at the address specified at the time of payment for services.



Waiver

Failure or neglect by Level 18 to enforce at any time any of the provisions hereof will not be construed nor will be deemed to be a waiver of Level 18 rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice Level 18 rights to take subsequent action.

Headings

The headings of the terms and conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or the interpretation of any of the terms and conditions of this Agreement.

Severability

In the event that any of these terms, conditions or provisions or those of any schedule or attachment hereto will be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Law

The parties hereby agree that this Agreement and the provisions hereof will be construed in accordance with Scottish Law and that this Agreement is subject to the sole jurisdiction of the Scottish courts

Code of Conduct (Acceptable Use Policy)

This policy is subject to change, so please check regularly for updates. This policy is in addition to the Level 18 Terms and Conditions.

Web hosting

Level 18 reserves the right to suspend or cancel a customer's access to any or all services provided by Level 18, where Level 18 decides that the account has been inappropriately used. Level 18 reserves the right to refuse service and/or access to its servers to anyone.



Level 18 offers web space and bandwidth with some account types. This means space for legitimate web site content and bandwidth for visitors to view it. All files on a domain must be part of the active Website and linked to the site. Sites should not contain any backups, downloads, or other non-web based content. We will treat all password protected archive (e.g. zip and rar) files as unacceptable. Unless agreed prior to storage.

Scripts on the site must be designed to produce web-based content, and not to use the server as an application server. Using the server to generate large volumes of email from a database is an example of activity that is not allowed.

Scripts should not attempt to manipulate the timeouts on servers. These are set at the present values to ensure the reliability of the server. Sites that reset these do so because they are resource intensive, and adversely affect server performance and are therefore not allowed.

Level 18 will disable any domain that fails to adhere to the following criteria as soon as we are made aware, in line with current working practices:

1. The primary purpose of any site must be to provide web-based content to viewers. Files on the site must be linked to the web site.
2. The primary purpose of any script must be to produce a web page. Scripts that send a single email based upon user entered information, or update a database are acceptable. Scripts that send bulk email or perform processor intensive database processes are not allowed. All outgoing mail is monitored and filtered and should be sent to or from an Level 18 - hosted domain.
3. Sites must not contain Warez, copyright or other illegal material. The onus is on you the customer to prove that you own the rights to publish material, not for Level 18 to prove that you do not.
4. Sites must not contain pornographic or other lewd material. Adult Material includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Level 18.
5. Sites must not use excessive amounts of server resources. These include bandwidth, processor utilization and / or disk space. Please refer to your usage allowance. Excess use of bandwidth or disc space may result in an excess fee being levied on your account.
6. Sites must not contain scripts that attempt to access privileged server resources or other sites on the same server.

E-mail



If Level 18 identify a mailbox or domain that is causing problems; we will either remove the offending mailboxes or change their settings to resolve the issue. In extreme cases, we will disable email or suspend all services to the domain as appropriate.

Common issues that cause problems are:

1. Where a mailbox receives large volumes of undeliverable email.
2. Where mailboxes have forwarders set to other mailboxes where mail cannot be delivered.
3. Where mailboxes have forwarders and/or auto-responders that generate circular mail loops.

You may not use Level 18 email services for any of the following:

1. to send messages or communications, which are unsolicited, offensive, abusive, indecent or obscene.
2. to send messages causing annoyance, inconvenience or anxiety to another user of the Internet.
3. To send messages for the purpose of Fraud and /or with the intention of committing a criminal offence.

To prevent the sending of bulk unsolicited mail, SMTP traffic to and from a server will be blocked in the following scenarios:

1. Where we identify a server that has an open mail relay.
2. Where a significant volume of mail is sent from a domain in a defined timescale.
3. Where we have received significant volumes of complaints concerning unsolicited mail originating from an Level 18 hosted domain.

To prevent Level 18 IP Addresses being blocked by IP Address blocking, a domain held on Level 18 servers may be disabled where we have received significant volumes of complaints concerning unsolicited mail originating from or unsolicited email being sent to promote sites being hosted on a Level 18 server.

Database Usage

If you exceed the limits on our database products (MS SQL and Access) then we will automatically charge you for the additional space you use at our current prices.



Reselling of Services

All accounts are to be used by the primary owner only, and do not allow the holders to resell, store or give away web hosting services of their Website to other parties. Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads.

Domain Registration

The following terms and conditions apply to the domain registration service:

Governing Bodies

Level 18 has not been granted the right to provide Internet domain registration services for second-level domain names within the .com, .org, .net, .uk, .eu, .tv, .info, and .biz top-level domains. These are overseen by specific Registries. We will register them on your behalf using 123Reg the UK's largest domain registrar. We will oversee the smooth running of the domain name and ensure you receive timely renewal reminders. (Subject to all associated fees being paid on time)

Upon Level 18 receipt of domain name registration information from you, Level 18 shall submit the information to 123Reg who will in turn notify the registry administrator for the appropriate top-level domain for approval, processing and registration.

Choice of Domain Name

You represent that, to the best of your knowledge and belief, neither the registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party and further that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever including the 'passing off' as another legal entity.

Fees

As consideration for Level 18 providing domain name registration services to you, you agree to pay Level 18, prior to the approval of the desired domain name registration, the amounts set forth in the Level 18 price schedule, as amended from time to time, for the initial registration of the domain name and any subsequent renewals.



Your application will not be registered until Level 18 receives actual payment of the registration fee. If Level 18 does register a domain name prior to payment of the registration fee, Level 18 reserves the right to cancel that registration or restrict use of the domain name until payment has been received.

All fees must be prepaid and are non-refundable, in whole or in part, even if the domain name registration is suspended, cancelled or transferred prior to the end of the registration term.

In the event of a charge back by a credit card company or other payment provider authorized by Level 18 the domain name registration shall be transferred to Level 18 as the paying entity for the registration. Level 18 may reinstate your domain name registration at its sole discretion upon its receipt of the registration or renewal fee and its then current reinstatement fee. The reinstatement fee is currently UK £40 plus VAT.

Payment must be made by credit card or other methods we indicate in registration application or renewal form. If you wish to renew your domain name registration, we will contact you to update this information and charge accordingly.

We reserve the right to make an administration charge of £10 per domain where customers have attempted to register a domain name with multiple registrars.

Term

The Registration Agreement shall remain in full force during the length of the term of your domain name registration(s) as selected, recorded, and paid for upon registration of the domain name. Should you choose to renew or otherwise lengthen the term of your domain name registration, then the term of this Registration Agreement shall be extended accordingly. Should the domain name be transferred to another Registrar, the terms and conditions of this contract shall cease.

To ensure your domains are not lost we operate a positive renewal system on all our domains - you will be notified in advance that your domain is about to expire and given the option to opt out of the renewal. If for any reason you do not contact us, then we will ensure your registration continues and automatically renew your domain. This is not refundable and it is your responsibility to ensure valid contact and payment details are on your account at all times - failure can lead to suspension.



Dispute Policy

You agree to be bound by Domain Name Dispute Policy of the relevant top level Registrar (the "Dispute Policy"), as amended from time to time, which is hereby incorporated and made a part of this Agreement by reference. The Dispute Policy can be found at the end of this document.

The Dispute Policy governs any dispute between you and any party other than us over the registration and use of the domain name. The specific disputes which are subject to the Dispute Policy are contained in the Dispute Policy. You agree that you will be subject to the provisions specified in the Dispute Policy in effect at the time the domain name registration is disputed by a third party.

You also agree that in the event a domain name dispute arises with any third party, you shall indemnify and hold Level 18 harmless pursuant to the terms and conditions contained in the Dispute Policy.

Information required for Domain Registration

As part of the registration process, you are required to submit to Level 18 and keep updated the following information in connection with your application for domain name registration:

1. The domain name to be registered;
2. The Registrant's name and mailing address;
3. The email address and telephone number of the Registrant or the Registrant's official contact

You shall provide and maintain updated information at all times with Level 18. Level 18 at its option may refuse to renew any registrations unless you maintain current and updated information at all times.

Level 18 may from time to time request additional information from you. While not obligated to provide the additional information, you should provide the additional requested information to ensure that you will obtain all the products and services which Level 18 makes available to domain name registrants.

Obligations relating to Data provided by you



If in registering a domain name you provide information about a third party, you hereby represent that you have provided notice to and have obtained the express consent from the third party to the disclosure and use of the third party's information as set forth in this Agreement.

Disclosure and Use of Registration Information

You agree to authorise Level 18 to provide any information to the registry administrators and to other third parties as applicable laws may require or permit. You acknowledge and agree Level 18 may make publicly available, some or all of the domain registration information provided by you, for purposes of inspection such as through Level 18 domain search service.

In addition, you acknowledge that Domain Registries may establish guidelines, limits and requirements that relate to the amount and type of information that Level 18 may or must make available to the public or to private entities, and the manner in which such information is made available.

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of information and updated from time to time provide in connection with registration of a domain name, whether during or after term of the registration of the domain name. You hereby irrevocably waive any and claims and causes of action you may have arising from such disclosure or use of the domain name registration information.

Level 18 does not have any ownership interest in your specific personal registration information outside of your right in our domain name database.

Transfer of Ownership and Registrar

The person named as Registrant at the time the domain name is secured shall be the owner of the domain name. You agree that prior to transferring ownership of your domain name to another person (the Transferee") you shall require the Transferee to agree in writing to be bound by all the terms and conditions of this Agreement. Your domain name will not be transferred until we receive such written assurances or other reasonable assurance that the Transferee has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by us in our sole discretion). If the Transferee fails to be bound in a reasonable fashion (as determine by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.



If a domain name is to be transferred to another Registrar, Agent or Hosting Service the request shall be made in writing by the Registrant, giving at least 5 working days notice. An administration fee of £30 plus VAT shall be payable prior to transfer.

Limitation of Liability

You agree that Level 18 shall, under no circumstances, be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages resulting from loss of profits, arising out of or in connection with this Agreement, even if Level 18 has been advised of the possibility of such damages, and in particular Level 18 will not be liable for the following:

1. Suspension or loss of your domain registration;
2. Use of your domain name registration;
3. Interruption of your business;
4. Access delays or interruptions to any web sites accessed by your registered domain name;
5. Non-delivery, mis-delivery, corruption, destruction, or modification of data;
6. Events beyond the reasonable control of Level 18;
7. Processing of an application for domain name registration;
8. Application of the Dispute Policy.

Level 18 shall not, under any circumstances, be liable or responsible for any errors, omissions or other actions by the registry administrator arising out of or related to your application, receipt of, or failure to receive a domain name registration.

Level 18 maximum aggregate liability shall not exceed the greater of the total amount paid by you for registration of the domain name and 30 (Thirty) UK Pounds.

Indemnification of Level 18

You agree to defend, indemnify and hold harmless Level 18 and the registry administrator, including our and its employees, directors, officers, representatives, agents and affiliates, from and against any claim, action, suit, demand, loss, damages, costs (including reasonable legal fees, expert witness fees and expenses), or other proceeding related to or arising out of the registration or use of the domain name. This indemnification is in addition to any indemnification required under the Dispute Policy.



Representation and Warranties

You represent and warrant that all information provided in connection with your domain name registration is accurate and neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party.

You acknowledge and agree that all domain name registration services provided to you by Level 18 are provided on an "as is" basis. Using 123Reg Level 18 makes no representations or warranties of any kind, express or implied, in connection with this Agreement or its domain name registrations services, including but not limited to warranties of merchantability or fitness for a particular purpose. Level 18 makes no representation or warranties of any kind that registrations or use of domain name under this Agreement will immunize you from challenges to the domain name registration or from suspension, cancellation, or transfer of the domain name to you.

You also agree that Level 18 shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as Level 18 receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.