Terms and Conditions

Narked Limited (Parish Web&Host)

Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (Services) by registered in England and Wales under number 03934992 whose registered office is at Narked Limited (Duchy Websites, Parish Web&Host) 11 Little Balmer, Buckingham, MK18 1TF (we or us or Service Provider) to the person buying the services (you or Customer).

2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (the Contract) are the entire agreement between us.

Interpretation

3. A 'business day' means an day other than a Saturday; Sunday or bank holiday in England and Wales. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

Services

4. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement: and we will notify you if this is necessary.

5. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; However time shall not be of the essence in the performance of our obligations.

6. All of these Terms and Conditions apply to the supply of any goods as well as services unless we specify otherwise.

Your obligations

7. You must obtain any permission: consents: licences or otherwise that we need and must give us access to any and all relevant information, materials: properties, copy and any other matters which we need to provide the Services.

8. If you do not comply with clause 7, We reserve the right to terminate the Services.

9. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).

Fees and Deposits.

10. All new website production and Development work requires payment of a 50% deposit, payment must be received prior to work commencing. Larger projects may require staged payments and would be agreed in writing. You are not committed or have any obligations until you pay the deposit.

11. Deposits are non-refundable, unless we fail to provide the service and at fault for such failure. (where the failure is not our fault, no refund will be made).

12. Hosting services are charged yearly in advance.

13. Cancelation of your services can be requested one month prior to the termination date.

14. SSL Certificates are charged and renewed annually, and require 1 month notice of termination. Customers receive a verification email in order to activate the SSL certificate for the next 12 months. It is the responsibility of the Customer to verify the email. We do accept any liability for disruption to your service.

15. Invoices or quotations will show any inclusive VAT that may be applied.

Cancellation and Amendment.

16. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the services have not started, within a period of 15 days from the date of the quotation, (unless the quotation has been withdrawn)

17. Either we or you can cancel an order for any reason prior to your payment of the deposit.

18. If you wish to amend any details of the services you must inform us in writing as soon as possible. We will use reasonable endeavours to make any required changes and any additional cost will be invoiced to you.

19. If, due to circumstances beyond our control, including those set out below (Circumstances beyond a party's control) we have to make any change in the service or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

20. We will invoice you for payment of the fees either:

a. When we require a deposit prior to starting any work
b. When work is complete or a service is started
c. When staged payments meet the agreed dates

21. You must pay the invoice due with 15 days of the date of the invoice, or in accordance with any credit terms agreed between us.

22. All payments due under the terms and conditions must be paid in full without an deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or part.

23. If you do not pay within the period set out above, we can suspend any further or continuation of services.

24. All payments must be made in British Pound.

Sub Contracting and assignment

25. We can at anytime assign, transfer, charge, subcontract or deal in any manner with all of our rights under these terms and conditions and can sub contract or delegate in any manner any or all of obligations' to a third party.

26. You must not, without our prior written consent, assign, transfer or charge, subcontract or deal in any manner with all or any of your rights or obligations under these terms.

Termination

27. You can terminate your hosting agreement by providing 1 month notice. No Refunds are provided. Communication must be in writing and sent to contracts@narkedesign.com and must be confirmed back. Replies are usually within 24hrs.
28. You can terminate your Domain name registration agreement by providing 6 weeks notice. No Refunds are provided. Communication must be in writing and sent to contracts@narkedesign.com and must be confirmed back. Replies are usually within 24hrs.

29. We can terminate the provision of services immediately if you.

a. commit a material breach of your obligations under these Terms and Conditions; or
b. fail to make pay any amount due under the Contract on the due date for payment; or
c. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
d. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors.:

Or

e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any p. of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

Intellectual property

30. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.
31. A website once paid for in full, belongs to the customer with the following exceptions:

a) If Wordpress is used, the theme is licensed to the customer for the duration of their Hosting service contract. Should the website be transferred to another service provider the Theme will continue to operate but will not be updated, until a licence has been obtained.
b) Any additional licences for a plugin or theme provided by us are non transferable.

Liability and indemnity

32. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out m this section.

33. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

34. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:

a. any indirect, special or consequential loss, damage, costs, or expenses or;
b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third pa, claims; or
c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
e. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

Data Protection

35. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.

36. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and. re-enacted from time to tune.

37. For the avoidance of doubt 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

38. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mention. In these terms and conditions or as request. by and agreed with the Customer, shall not retain a, Personal Data longer than necessary for the Processing and refrain from Processing a, Personal Data for own or for a, third party's purposes.

39. The Service Provider shall not disclose Personal D. to a, third parties other than employees, directors, age, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and for regulations.

40. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.

41. Further information about the Service Provider's approach to data protection are specified in Data Protection Policy, which can be found https://www.narkedesign.com/privacy-policy-gdpr/ For any enquires or complaints regarding data privacy, you can email: info@narkedesign.com.

Circumstances beyond a party's control

42. Neither of us is liable for a, failure or delay in performing our obligations. Where such failure or delay results from a, cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest fire, flood, storms, earthquakes, acts of terrorism, acts of um, pandemics, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

43. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorise officer of that party).

44. Notices shall be deemed to have been duly given:

a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
c. on the fifth business day following mailing, if mailed by national ordinary mail.

d. Emailed notices accepted only once they have been confirmed back by email by authorised personnel.

No waiver

45. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

46. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

47. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.