



SCHEDULE M

Terms and Conditions relating to our Build Me A Website Service ("the **Service**")

The following Schedule governs our agreement to provide the Service to you along with our [Terms and Conditions](#) and [Acceptable Use Policy](#) relate to the sale and provision of the Service through us. By choosing this Service you agree to be bound by this Schedule along with the Website Builder Service Terms and Conditions referenced in the Schedules and located at [Schedule I](#) or by Website Builder Terms and Conditions referenced in the Schedules at [Schedule P](#).

The Service is sold by Namesco Limited ("**Namesco**") and supplied by Namesco under the "Build Me A Website" product.

1. Definitions

In this Schedule:

- a. "**Brief**" means a brief from you to us communicating your web page requirements including but not limited to your content direction for copywriters and designers to create the Website.
- b. "**Website**" means the Website we will create using CloudSite or CloudShop or Website Builder and will provide to you as part of the Service as outlined at <https://www.names.co.uk/website-builder/build-me-a-website>.
- c. "**Your Content**" relates to the website content provided by you by submitting your Brief.
- d. "**Amendments**" means a request for small changes to your Service web page, which may include but are not limited to content changes (i.e. logo used, spelling mistakes, changing contact details, form submission location and social link addresses)
- e. "**Product**" means any item offered for sale through your website.
- f. "**Site**" means either your World Wide Web Site or one belonging to us.
- g. "**Service**" means the Build Me A Website service.

2. The Service

- a. A description of the packages and services we offer to create your website can be found on our website <https://www.names.co.uk/website-builder/build-me-a-website>.
- b. First Line Technical Support for the Service is provided by us for the duration of the website build. Once the Amendments are finished at the



Amendments stage, no further content amends will be made and you will be responsible for managing and maintaining your Website by accessing it through your Online Control Panel or paying for the [Website Maintenance Service](#). Once your Website is live, First Line Technical Support will be provided by us and You should contact us using the support enquiry link in your Online Control Panel and or on the telephone numbers provided on our website. First Line Technical Support from Namesco is provided at the same level of service offered for Website Builder customers, which does not include website build support.

- c. If you wish to make substantial amends (in addition to those defined) to the content of your Website, you must purchase an additional Build Me A Website Service.

3. Requirements for Service

- a. The Service must be used in respect of the original Domain Name the Service was assigned to by you.

4. Activation of Service

- a. In order to activate the Service, you will need to complete the online Brief and send any further content requested by Us.
- b. If you do not respond back to the Brief, we will send a reminder email to you one (1) week after the Brief has been sent. We will then send you a temporary suspension email two (2) weeks after the reminder email has been sent. This email states that your Website build is on hold until we receive a formative response from you.
- c. Failure to provide a Brief and enough information to start your Site within thirty (30) days of the date of purchasing the product will result in the Service being terminated without a refund.

5. Web Page Creation

- a. We agree to build a Website selected from a template recommended by us in consultation with you and thereafter provide the website for your approval (features of the Website are limited to the options available in the Service package), within an estimated eight (8) weeks upon processing of the Product. Any dates quoted for delivery are approximate only, and the time for delivery is not of the essence. Please note we will only start building your Website once you have provided us with your Brief, and any other materials and information that we request from you in order for us to provide the Services.
- b. Once your Website is complete you will be notified by email and asked to approve the Website in a sign off email.
- c. We may not be able to fulfil the Services if we become aware or suspect that your Content constitutes illegal (including defamatory)



material, infringes the intellectual property, or other rights, of any third party, or is in breach of our [Acceptable Use Policy](#) and again in these circumstances no refund will be provided by us.

- d. If you are unhappy with your Website build or wish for amendments to be made, we will consider your request for amendments and if we in our absolute discretion consider that the amendments requested are reasonable, we will undertake one round of amendments to your Website within two (2) weeks from the day of our email notifying you of completion of your Website. If you fail to request amendments within the two (2) week period from the day of the email notifying you of completion, no further amendments will be undertaken and no refunds will be given.
- e. We will notify you when your Website is ready to be published and you will be directed to the publish link located in your [Online Control Panel](#). You are entirely responsible for publishing your Website and we are not obliged to implement further amendments once the site has been published. Once you have published your website, you will not be entitled to a refund under any circumstances.
- f. Email configuration is not included in the Service across any or multiple devices.

6. Charges

- a. We require payment in advance for the Service or any renewal of the Service.
- b. If you require additional Website features or Products not included in the Build Me A Website package as defined, you may be able to purchase additional services from a representative for an additional agreed fee above the original cost of the Service. This will be added to your order. These may include but will not be limited to, additional copywriting facilities, additional page design, inclusion of photography packages and inclusion of a more than twenty (20) Products.

7. Duration

- a. Build Me A Website is a one off package.

8. Termination

- a. We shall be entitled to terminate the Service immediately on serving written notice if:
 - i. Our third party provider is unable or unwilling to provide the Service or becomes bankrupt or has a receiver or administrator appointed over all or any part of their assets; or
 - ii. It becomes unlawful for us to provide the Service.



- b. Failure to provide a Brief and enough information to start your Site within thirty (30) days of the date of purchasing the product will result in the Service being terminated without a refund.

9. Refunds

- a. After the initial sales call, there is no refund based on a change of mind or change of functionality that differs from what was agreed during the original Build Me a Website sales call.
- b. No refund is offered past 14 days of purchasing the Service. This also relates to partially completed and non-started Sites where you have delayed the process.