

Terms and Conditions

Free Website Service

Last Updated: January 2025

1. Introduction

Welcome to Free Website Service, a trading name of Apexia Group Limited (Company Number: 15832514). These Terms and Conditions ("Terms") govern your access to and use of our services. By using our services, you agree to be bound by these Terms.

Free Website Service provides professional website design and development services to UK-based businesses. Our mission is to help small businesses establish a strong online presence without the barrier of high upfront costs.

2. Services Provided

Free Website Service provides website design and development services at no charge. We design, build, and deliver a fully functional, professional website for your business completely free of cost.

Hosting plans are billed monthly at £19.99 + VAT and include services such as web hosting, SSL certificates, and custom domain linking. Payment is only required once you have reviewed and approved your website.

If you are dissatisfied with the website provided during the design phase, you may cancel the trial at any time without any cost or obligation.

3. Acceptance of Terms

By using our services, you confirm that you accept these Terms and agree to comply with them. If you do not agree to these Terms, you must not use our services.

You must be at least 18 years of age and have the legal authority to enter into a binding agreement to use our services. If you are acting on behalf of a business, you represent that you have the authority to bind that business to these Terms.

4. Free Website Development

Free Website Service will design and develop a website for you at no initial cost. Our team of professional designers will create a custom website tailored to your business needs, branding, and industry.

You will have the opportunity to review the website and provide feedback before it goes live. We offer revisions during the design phase to ensure you are completely satisfied with the final product.

Custom domains can be linked once you approve the website and commence your hosting subscription. You are not obligated to proceed if you are not happy with the website design.

5. Hosting Plans

Hosting includes SSL certificates, fast UK-based servers, technical support, and other features as specified on our website. Our hosting infrastructure is designed to provide reliable, high-performance service for your website.

Hosting operates on a monthly subscription with no contract; you can cancel at any time without penalty or early termination fees. We believe in earning your business every month through excellent service.

Payment is due monthly in advance. We accept major credit and debit cards. Failed payments may result in temporary suspension of your website until payment is successfully processed.

6. Custom Domain Linking

You are responsible for purchasing and renewing your own domain name through a domain registrar of your choice (such as GoDaddy, 123-reg, Namecheap, or similar providers).

Our hosting service allows you to link a custom domain to your website. We will provide guidance and support to help you configure your domain settings correctly.

Free Website Service is not responsible for any issues arising from domain registration, renewal, or configuration with third-party domain providers.

7. Cancellation and Termination

You may cancel your hosting plan at any time without penalty. To cancel, simply contact our support team or use the cancellation option in your account dashboard.

Upon cancellation, your website will be taken offline at the end of your current billing period. Associated data, including website files and content, will be deleted after 30 days following cancellation.

We reserve the right to terminate your access to services for violations of these Terms, illegal activity, non-payment, or other reasons at our discretion. We will provide reasonable notice where possible.

8. User Responsibilities

You agree to provide accurate and complete information when using our services. This includes business information, contact details, and any content you wish to display on your website.

You are responsible for maintaining the confidentiality of your account information, including login credentials. You must notify us immediately of any unauthorised access to your account.

You agree not to use the services for any illegal or unauthorised purposes, including but not limited to: distributing malware, hosting illegal content, infringing intellectual property rights, or engaging in fraudulent activities.

9. Content and Intellectual Property

You retain ownership of all content you provide to us, including text, images, logos, and other materials. By providing content, you grant us a licence to use it solely for the purpose of creating and hosting your website.

You are responsible for ensuring that any content you provide does not infringe upon the intellectual property rights of any third party. Free Website Service is not liable for any claims arising from content you provide.

The website design, code, and any proprietary elements created by Free Website Service remain our intellectual property unless otherwise agreed in writing.

10. Limitation of Liability

We are not liable for indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of data, revenue, profits, or business opportunities.

Our total liability to you for any claims arising from these Terms or your use of our services is limited to the total amount paid by you in the 12 months immediately prior to the claim.

We are not responsible for errors, omissions, or issues caused by third-party developers, plugins, integrations, or actions outside our reasonable control.

11. Data Protection and Privacy

We comply with applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, as outlined in our Privacy Policy.

We collect and process personal data only as necessary to provide our services. Your data will be handled securely and will not be sold to third parties.

Clients are responsible for ensuring that any data provided to us complies with all applicable legal obligations, including obtaining necessary consents from data subjects.

12. Indemnity

You agree to indemnify and hold Free Website Service, its directors, employees, and agents harmless from any claims, damages, losses, liabilities, costs, or expenses (including legal fees) arising from:

- (a) Your misuse of our services or breach of these Terms;
- (b) Your violation of any applicable laws or regulations;

- (c) Any content you provide that infringes intellectual property rights or is otherwise unlawful;
- (d) Any third-party claims related to your website or business activities.

13. Dispute Resolution

Both parties agree to attempt informal resolution of any disputes before pursuing formal legal action. If a dispute arises, please contact us first to discuss a resolution.

If informal resolution is unsuccessful, disputes may be referred to mediation or arbitration before court proceedings are initiated. Both parties agree to participate in good faith in any such proceedings.

These Terms shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction over any disputes.

14. Force Majeure

We are not liable for any delays, failures, or damages caused by events outside our reasonable control, including but not limited to:

- Natural disasters, acts of God, or severe weather events;
- Wars, terrorism, civil unrest, or government actions;
- Technical failures, cyber attacks, or internet outages;
- Third-party service disruptions or failures;
- Pandemics, epidemics, or public health emergencies.

15. Modifications to Services

Free Website Service reserves the right to modify, suspend, or discontinue any aspect of our services at any time. We will provide reasonable notice of any significant changes that may affect your website.

We may update our hosting infrastructure, features, and tools to improve performance and security. Such updates will be implemented with minimal disruption to your service.

16. Changes to Terms

We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting on our website. We will notify active customers of material changes via email.

Your continued use of our services after any changes to these Terms constitutes your acceptance of the new Terms. If you do not agree to the modified Terms, you should discontinue use of our services.

17. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

The invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the original intent of the parties.

18. Entire Agreement

These Terms, together with our Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and Free Website Service regarding the use of our services.

These Terms supersede any prior agreements, communications, or understandings, whether written or oral, relating to the subject matter hereof.

19. Contact Us

If you have any questions about these Terms, please contact us:

Trading Name: Free Website Service

Legal Entity: Apexia Group Limited (Company Number: 15832514)

Email: info@freewebsiteservice.co.uk

Website: www.freewebsiteservice.co.uk

Registered Address: Suite V Wharton Park House, Nat Lane, Winsford, United Kingdom, CW7 3BS

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