

Fix and Rescue Terms

Hacked Site Repair, Errors and Troubleshooting, Speed Fixes and One-off Amendments · Samson Web Design Ltd

These terms apply to all one-off work on existing websites, whether or not we built or host them. They form part of our Terms and Conditions published at samsonwebdesign.co.uk/terms. If they conflict with the Terms, these terms prevail for the one-off work. By instructing us, paying for a fix, or giving us access to your site you accept these terms.

1. Agreeing the job

- 1.1 Before we begin we will agree with you, by telephone, message or email, the specific problem to be fixed or the specific list of amendments to be made, and either a fixed price from our published prices or an estimate at our hourly rate. That agreed description is the scope of the job.
- 1.2 Diagnosis of a reported error is free. We will tell you what we have found and what it will cost to fix before doing chargeable work.
- 1.3 Fixed price work is invoiced on instruction and payable before or on completion as stated on the invoice. Hourly work is billed at £60 plus VAT for the first hour and in 15 minute intervals thereafter, and invoiced on completion.

2. Access

- 2.1 You must provide the access we ask for, which may include hosting control panel, FTP or SFTP, database, WordPress administrator, domain DNS and email. Where you cannot provide access, or your hosting provider does not allow it, we may be unable to complete the job and clause 3.2 applies.
- 2.2 By giving us access you confirm you are authorised to do so. We use access only for the agreed job and will delete stored credentials on completion unless you become a hosting or care plan client.

3. No fix, no fee

- 3.1 Where we have agreed a fixed price to fix a specific problem and we are unable to fix that problem, we will not charge our fee for that job and will refund any fee already paid for it in full. That is our only liability for not fixing it.
- 3.2 No fix, no fee does not apply where: (a) we are prevented from completing the job by lack of access, hosting restrictions or your decision to stop; (b) the fix is possible but you decline the solution we recommend, for example replacing an abandoned plugin or theme, or moving hosting; (c) the problem is in a third party service, plugin, theme or platform that cannot be fixed by us and only by its provider; (d) the problem turns out to be different from or additional to the one agreed, in which case we will give you a new price before continuing; or (e) you have used the job to obtain information or partial work and then completed the fix elsewhere.
- 3.3 Third party costs incurred with your approval, such as plugin licences or hosting charges, are not refundable.

4. Hacked site repair

- 4.1 On a hacked site repair we will: identify and remove the malware and unauthorised code we find; close the entry point where it lies in software we can update or replace; reset credentials; restore from a clean backup where one is available and appropriate; and get the site back online. Where a Google or blacklist warning is showing we will submit the review requests, but the timing of removal is controlled by those third parties.
- 4.2 Cleaning removes malicious code, not your content. If content or functionality has been damaged we will restore it from your backups where they exist. Where no usable backup exists, rebuilding lost content is additional work.

4.3 No clean-up can guarantee that a site will not be attacked again, that every trace of a sophisticated compromise has been found, or that data was not accessed before we were called. Where personal data may have been affected you are responsible, as controller, for any notification to the Information Commissioner's Office or to individuals. Ongoing protection is provided by a Care Plan, on which repeat clean-ups are included.

4.4 Timescales such as "same day" or "within the hour" are targets based on normal working hours and on receiving access promptly, not guarantees.

5. Speed fixes

5.1 A speed fix targets the page load measurement agreed at the outset, tested on the hosting the site is on at the time and using the tool we specify. Results depend on hosting quality, theme, plugins, images and third party scripts. Where the agreed target cannot be reached on your current hosting we will tell you and, if you decline to move hosting, clause 3.2(b) applies.

5.2 Speed can degrade again as content, plugins and third party scripts are added. The fix reflects the site at the time of completion.

6. Errors, troubleshooting and amendments

6.1 A fix resolves the specific problem as it exists at the time. We do not guarantee that it will not recur as a result of future updates, changes made by you or others, or attacks.

6.2 Amendments are made as instructed. You are responsible for checking them. Where an instruction is unclear we will ask; where we have made a reasonable interpretation and you want something different, the further change is chargeable.

6.3 Where we discover other problems while working on the agreed job we will tell you, but fixing them is a separate job.

7. Backups and risk

7.1 Before making changes we will take a backup where the hosting allows it. Where it does not, or where the site is already compromised or broken, we will tell you and proceed at your instruction. You should keep your own backup before instructing any work.

7.2 Work on a live site carries some risk of temporary disruption. We will minimise it but are not liable for short interruptions during the job.

8. Sites we do not host

8.1 Where your site is hosted elsewhere, our responsibility ends when the agreed job is complete. We give no availability, backup, security or ongoing support commitments, and we are not responsible for your hosting provider's actions, restrictions or failures.

9. Liability

9.1 Our total liability for any one-off job is limited to the fee paid for that job. We are not liable for lost sales, lost data beyond restoration of any available backup, downtime, or any indirect or consequential loss, as set out in clause 28 of the Terms. Nothing limits liability that cannot lawfully be limited.

10. General

10.1 These terms, with the Terms and the agreed job description, are the entire agreement for the job. They are governed by the law of England and Wales.