

## Web Design Terms & Conditions

### **1. Copyright**

All material including text and images, supplied by the client will remain the client's property. The client is completely responsible for securing all necessary licenses or permissions for content that is supplied to the Developer. All such material supplied by the client will be assumed to be the property of the client and therefore free to use in any development without fear of breach of copyright laws.

The copyright for all material provided by the Developer such as code, graphics, photographs, images and text, will remain the property of the Developer until such time as payment has been made in full whereupon they will become the property of the client. The Developer reserves the right to use a screenshot of the completed website on the Developer's website. The Developer also reserves the right to re-use any rejected design concepts.

### **2. Fees**

A non-refundable deposit of £100 is due immediately upon the signing of the contract. The remaining amount shall become due when the Work is completed to the reasonable satisfaction of the Client. The Developer reserves the right not to begin the Work until the said deposit has been paid in full

In the case of a single page "Starter" website, the full fee will be payable in advance before work begins.

### **3. Payment Terms**

The Developer should receive payment within 28 days of the date on the Invoice submitted to the Client on completion of the project. If payment is not received then the Developer reserves the right to suspend work on the project and/or remove the Website from the Internet until the invoice is paid. If any outside agency is used in collecting an outstanding debt then these costs will be added to the account.

### **4. Consequential Loss**

Under no circumstances will the Developer be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimise possible losses as a result of software failure.

### **5. Search Engine Listings**

The Developer does not guarantee listings on Search Engines. The Client further understands there is no guaranteed placement or rank on the Search Engines and that a new website may take up to 6 months to even appear on Search Engines at all.

### **6. Browsers**

The Developer makes every effort to design the pages which display acceptably in standards compliant browsers to the standard moderated by the World Wide Web Consortium but cannot accept responsibility for pages which do not display acceptably in new versions of browsers released after pages have been designed.

### **7. Completion of Work**

The Developer will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. The Developer will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorisation from the Client.

### **8. Supply of Materials**

The Client is to supply all materials and information required for the Developer to complete the Website in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, the Developer has the right to invoice the Client for any part or parts of the Work already completed.

#### **9 .Approval of Work**

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify the Developer in writing, of any unsatisfactory points within 10 days of receipt of such notification. Any of the work that has not been reported in writing to the Developer as unsatisfactory within the 10 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the remaining balancing payment will become due.

#### **10. Rejected Work**

If the Client rejects the Work within the 10 day review period and will not approve subsequent Work performed by the Developer to remedy any points reported by the Client as unsatisfactory, and the Developer considers that the Client is unreasonable in their repeated rejection of the Work, the contract will be deemed to have expired and the Developer can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

#### **11. Right to Terminate**

The Developer reserves the right to refuse or terminate the agreement without notice if it is believed that the website or its contents are illegal or unacceptable.

The Client has the right to terminate this agreement at any time but will be invoiced an amount that the Developer in their sole judgment deems to be appropriate for the amount of work completed on the commission up to the point of cancellation. The Developer will make every reasonable effort to supply the work done to the point of cancellation immediately following receipt of all outstanding payments. The Developer will not be liable for support or further services to the client or their nominees unless arranged by agreement.

#### **12. Events Beyond the Control of the Developer**

The Developer will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of the Developer.