

## **Kevin Moran Freelance Web Designer. Terms and Conditions 2020.**

### **Section 1 - Web Design Agreement**

For the purposes of the following contract, the words I, me, my & myself are taken as meaning "Kevin Moran" and The Client is taken as meaning yourselves. I will perform the following tasks: - In co-operation with the Client, create and design a web site for placement on the Internet. - Place the approved site live on the Internet.

#### **Payment - 1.1**

Website creation fees are to be specified by myself and agreed upon by the Client before commencement. A retainer of 50% of the quote will be payable before work begins on the site in question as a none refundable deposit, payment of the deposit is accepted as agreement to these terms of business and a contract to begin work on your project. The remainder of the fees are to be paid on invoice prior to the site being placed live on the Internet at its final location, and are due within 30 working days after notification of completion/delivery of final invoice via e-mail. In the event of a Client wishing to delay final payment, a surcharge of 15% will be made on the outstanding amount. I reserve the right to delay placement of the pages or delivery of project until final payment is received in full. All work will remain the property of myself until payment is received in full.

All payment terms are noted on your Invoice (Normally 30 Days)

In the event of payment not being made within the terms stated, I reserve the right to a) suspend your website until payment is received. b) add reasonable recovery costs to cover my administration in recovering the monies owed to me. c) charge a reasonable amount to reinstate your suspended account.

I prefer payment by BACS using the details on your invoice, but in the case of cheque payment all cheques are to be in pounds sterling and made payable to "K Moran". I am not VAT registered at present.

#### **Timescale - 1.2**

I warrant that the web site will be completed by the date agreed with the Client providing that all text, images, and any other information required to produce the website is delivered to me at least 28 days prior to this date. If the Client wishes to make changes in text, or any change in graphics or layout whatsoever once pages are completed and final payment has been made, I reserve the right to charge the Client additionally at £40 per hour.

#### **Access to server - 1.3**

In order to install the design in question, I require read/write access to the Client's hosting account; this must be accessible via FTP. Depending on the project, other resources may need to be configured on the server end, such as frameworks, databases, mailboxes etc. In this case I may also require access to the hosting control panel. I will not be responsible for any malfunction of the web site due to individual computer or browser problems, or any server problems, although in the event of any problems, I will endeavour to resolve them on the Client's behalf.

#### **Licensing - 1.4**

This Agreement includes code elements being custom created for the Client. This software technology is purchased by the Client for a one-time fee and is limited to installation and usage by that the Client only on one "site" of connected webpages on one "server" only. Such code may not be distributed or re-licensed without the express written consent of myself.

### **Permissions - 1.5**

Every contract for page design and placement shall be regarded as a guarantee by the Client to me that all necessary copyright permissions and authorities have been obtained. The Client represents to me and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to me for inclusion in web pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend me from any claim or suit arising from the use of such elements furnished by the Client. The only exceptions to this are any source code, graphics or design elements specifically created by myself, for which I will be responsible for obtaining all necessary such permissions.

### **Provision of content - 1.6**

This Agreement assumes that all text is provided by the Client (If possible in electronic format .txt, .html or .docx on disk, e-mail or ftp retrievable), all photographs and other graphics are provided in high quality print suitable for scanning or on a disk/flash drive/online in a .gif, .jpg, .pdf or .psd (PhotoShop) format. Additional expenses may be incurred and will be invoiced accordingly for corrective work, conversion of media and outside facility charges.

### **Credits - 1.7**

Design credits to Kevin Moran may be embedded in the source code of each page, and may not be modified at any time without express written consent of myself during the existence of the website for public viewing. These credits will not be visible to your website visitors unless they view the code of the site. Furthermore similar credits may also be required for external software / add ins / extensions installed on your website as part of the products licensing agreement.

### **Cancellation - 1.8**

Cancellation of orders for authoring or placement may, in the first instance, be made by telephone or e-mail, but must be confirmed in writing. The Client will be invoiced for authoring work completed to the date of first notice of cancellation for payment in full within 30 (thirty) days. The full amount of the order must be paid if the cancellation is not confirmed in writing within 10 (ten) working days.

This Agreement shall be governed by the laws of England which shall claim venue and jurisdiction for any legal motion or claim arising from this Agreement.

### **Acceptance - 1.9**

I will provide the Client with an opportunity to review the appearance and content of the Client's materials once they are scripted. Additionally, I may submit individual pages for approval during the course of website creation. While these pages may not be entirely completed, they will serve for the Client to approve the layout, text, and/or graphics. In all cases acceptance will be requested and your approval agreed via email, before further work is completed or the website is published live.

### **Copyright Transfer - 1.10**

Copyright for the design of the site will pass to the client upon final payment, however where any Royalty Free photographs or graphics are used, the client must agree to be bound by the royalty free agreement for the images.

### **Protection of Work - 1.11**

Until payment has been completed in full, the Client must give me "on demand" access to the installed designs and the Client further agrees that I shall have the right to remove that design from public posting for failure to adhere to the terms of this Agreement, including violating any licensing agreements or failure to pay fees duly assessed, until the Agreement is terminated.

## **Future Proof Protection & Browser Support - 1.12**

Though your site is designed to current design principles, and using the latest versions of any programming languages / code, sometimes due to issues beyond our control, further work may be required in the future to keep your website functional and secure. These situations usually arise, but are not limited to issues such as programming languages / database versions being updated and your hosting no longer supporting the one in use, upgraded Wordpress versions or plug-ins not supporting functionality on your site, new devices or web browsers with different specifications being launched etc. In these instances, we reserve the right to charge at our current hourly rate to fix any issues arising with your website.

The website will be designed and tested on all versions of web browsers. (\*See below re IE11).

Fully supported browsers are Microsoft Edge 16+, Google Chrome 57+ , Mozilla Firefox 52+ & Safari 10.1+.

\*Your site will also have partial support on Microsoft Internet Explorer 11 (Just below 2% Market share - June 2019) though some functionality and visual styling may not be identical to fully supported browsers listed above.

Unsupported legacy browsers include but are not limited to Opera less than version 44, All versions of Internet Explorer prior to version 11, Blackberry Browser and all versions of the main browsers prior to versions listed as supported above, as these browsers are no longer supported by the manufacturers, they are no longer secure for web use and do not support the latest web standards.

All my websites are also designed to be responsive and be functional across a variety of devices including currently available Mobile phones, Tablets, Laptop and Desktop Computers. However, I cannot guarantee your site will be fully functional on legacy mobile devices. I also cannot be held liable for malfunction of the site when it is viewed in a legacy browser.

## **Disclaimer - 1.13**

The Client acknowledges and agrees that I cannot guarantee the absence of missed deadlines caused by Acts of God or other circumstances beyond my control including, but not limited to, telecommunications problems and/or server problems. I cannot accept responsibility for any alterations caused by third parties occurring to the Client's pages once placed. Such alterations include, but are not limited to additions, modifications, or deletions. Any contract made with me does not affect the consumers' statutory rights.

## **Section 2 - Domain Name Registration**

**IMPORTANT** : This section only applies if your Domain is registered through Kevin Moran.

**2.1** - I make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your risk.

**2.2** - The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; you shall ensure that you are aware of those terms and conditions and that you comply with them. You shall have no right to bring any claim against me in respect of refusal to register a domain name or cancellation of the domain name by the relevant naming authority.

**2.3** - Any administration charge paid by you to me shall be non-refundable notwithstanding refusal by the naming authority to register your desired name. I shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute.

**2.4** - If any such dispute arises, I shall be entitled, at my discretion and without giving any reason, to withhold, suspend or cancel the domain name. I shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.

**2.5** - Where a domain name is successfully registered on your behalf, I warrant that the domain will be registered with yourself or your company as the legal registrant, I will be the administrative contact only, so you will always "own" the domain.

**2.6** - In the event of you wanting to transfer out your domain I will make no administrative charge. I give no warranty that your domain name is or will continue to be available for your use or that no domain name is or will be registered which conflicts with your domain name or which otherwise affects your use of your domain name.

**2.7** - I shall not release any domain to another provider unless full payment for that domain has been received by me. In the event of you wishing to transfer your domain name to another provider, I will not make an administrative charge for this and will take steps to necessitate the transfer as soon as is possible, I will not however allow the transfer of your domain name without notice in writing on company letterhead.

**2.8** - I will give you at least one calendar months warning prior to re-registration becoming due on any domain names you register with me.

### **Section 3 - Website Hosting Terms and Conditions**

**IMPORTANT** : This section only applies if your Hosting is supplied by Kevin Moran.

**3.1** - I do not allow Adult, Warez, MP3 Sites, IRC Bots, Chat rooms or any type of illegal content on my hosting accounts.

**3.2** - You may not store more data in your account than your allotted server space.

**3.3** - Your server (inc FTP access) is for your business use only. You must not divulge the password to any other person, and must take reasonable precautions to ensure that it is not discovered by other people.

**3.4** - Data stored on my servers is not guaranteed to be backed up, you are recommended to hold offline copies of this yourself.

**3.5** - You may not run server processes (eg. talkers/IRC Bots/chat rooms) from your server.

**3.6** - I shall not be held liable for any loss or damages caused by the use or misuse, unavailability or removal of services.

**3.7** - When your account is closed, all files (including web pages, pdf files, images, databases etc.) will be immediately deleted.

**3.8** - I reserve the right to cancel your account at any time without notice. I reserve the right to amend and update these Terms and Conditions at any time without notice.

**3.9** - To protect your privacy I never distribute your name or e-mail address to any third parties.

**3.10** - Users must not participate in any form of un-solicited bulk e-mailing or spam. By logging into your account, or uploading files to it, you are indicating your acceptance of these Terms and Conditions.

**3.11 - Refunds** - If you take out one of yearly packages I expect you to commit for this period of time. Because of your commitment, I offer a discount on the normal monthly price of my accounts. If you cancel your account within your service period then I will not make any refunds on any unused portions of your account. While I do not offer refunds pro-rata you have no obligation to continue using my service.

In the event of you wishing to move your website to a different hosting provider, I can at your request provide you with the coded website pages and a MySQL dump of any database connected to the site, I will make no further charge for supplying these. It will however then be the responsibility of your new provider to set these up correctly on your new hosting account.

### **3.12 - Bandwidth**

Each server includes a nominated amount of bandwidth (Usually 3Gb), if you use more than this amount then I reserve the right to charge for any extra bandwidth usage.

### **3.13 - Webpages**

Commercial use of web and ftp space is permitted.

You will be responsible for the content of your pages, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate UK law.

You will be held responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via your page(s).

I reserve the right to remove material deemed inappropriate from your web pages, without prior notice. And do not allow adult, warez, MP3s or illegal content on any web sites on my servers.

### **3.14 - Website / Email Downtime**

Due to the nature of the Internet, I cannot guarantee the availability of any website, or mailboxes held on my servers or servers provided by me, availability can be affected by many issues including but not restricted to local connection problems, viruses, spyware and system issues on the client pc, servers or routers being unavailable on the route to the web/mail server, or downtime on the actual server due to many different factors beyond my control.

**Agreement.**

I HAVE CONTRACTED KEVIN MORAN FREELANCE INTERNET TO CARRY OUT WORK TO THE TOTAL VALUE OF £            AND ENCLOSE A NON-REFUNDABLE DEPOSIT FOR £            (50%).

DATE :

COMPANY :

SIGNED \_\_\_\_\_

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RECEIVED FOR KEVIN MORAN FREELANCE INTERNET. I HAVE BEEN CONTRACTED TO CARRY OUT THE FOLLOWING WEB DESIGN WORK :

WHICH IS TO BE COMPLETED BY :

SUBJECT TO ALL CONTENT BEING RECEIVED 28 DAYS PRIOR TO THIS DATE.

DATE:

SIGNED :

PLEASE COMPLETE THE DETAILS ABOVE KEEP ONE COPY AND RETURN THE OTHER TO KEVIN MORAN FREELANCE INTERNET, 26 ROBERTS CRESCENT, HARROGATE, HG1 2AY" - Alternatively Payment can be made by BACS using the details provided on the invoice. Payment of the invoice will also be accepted as an agreement to our terms and conditions and agreement to commence work on your project.