

Kevin Moran. Terms and Conditions.

Web Design Agreement

For the purposes of the following contract, the words I, Me, Mine & 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 on the Internet upon payment of contract.

Payment

Web creation fees are to be specified by myself and agreed upon by the Client before commencement. a retainer of 40% of the quote will be payable before work begins on the site in question as a none refundable deposit, the remainder of the fees are to be paid on invoice prior to the site being placed on the World Wide Web at its final location, and are due within 30 working days after notification of completion via telephone or electronic mail. In the event of a Client wishing to delay final payment, a surcharge of 15% may be applied 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:

- suspend your website until payment is received.
- add reasonable recovery costs to cover my administration costs in recovering the monies owed to me.
- charge a reasonable amount to reinstate your suspended account.

All cheques to be in pounds sterling and made payable to "K Moran". I am not at present VAT registered.

Timescale

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 web site is delivered to me at least 28 days prior to this date. If the Client wishes to make any minor changes in text after the completion of the web site, this is acceptable under the terms of this Agreement. If the Client wishes to make excessive changes in text, or any change in graphics or layout whatsoever once pages are completed, I reserve the right to charge the Client additionally at my normal hourly rate.

Access

In order to install the design in question, I require read/write access to the Client's storage directories; those directories must be accessible via FTP. Depending on the project, other resources may need to be configured on the server end, such as databases, mailboxes etc. If necessary, I will arrange Domain Name Registration and server space allocation for you. 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.

The website will be designed and tested to be compatible with all the latest current browser versions on Windows and Mac OS. I cannot be held liable for malfunction of the site when viewed in another browser. If there is any known reduced functionality on any platform or plug-ins are required you will be informed of this at the design stage.

Compatibility

No guarantee is given or implied for the future compatibility of your website, as unfortunately the nature of the Internet means that sometimes browser / operating system / server upgrades can break previously working functionality, though I will at all times keep you informed of any such issues, I reserve the right to charge for any remedial work necessary.

Consultancy advice can be provided to you at your request as to the specifications. I will advise you at the time of your request whether any additional charge will be made for the provision of this advice.

I will use my best endeavours to ensure that any web site designed and/or developed is compatible with published web standards available on the W3C website <http://www.w3.org>.

You agree to fully test any application or programming relating to a web site before it is made generally available for use. If any errors, bugs or problems are found after the site has gone live I will use my best endeavours to make the necessary corrections but I am not obligated to do so, and may make further charges to carry out the work.

Licensing

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 documents on one "server". Such code may not be distributed or re-licensed without my express written consent.

Permissions

Every contract for website 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 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

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

Credits

Design credits to Kevin Moran may be embedded in the source code of each page, hidden from normal view, and may not be modified at any time without express written consent of myself during the existence of the website for public viewing.

A link to your website may be placed in my online portfolio at www.harrogatewebdesign.co.uk as an example of my work, I do not however make any guarantee that your website will feature or the availability of this link.

Cancellation

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.

Acceptance

I will provide the Client with an opportunity to review the appearance and content of the Client's materials once they are scripted. Such scripted materials will be deemed to be accepted and approved unless the Client notifies me otherwise within 5 (five) working days of the date I send proofs of such scripted materials to customer via email or World Wide Web address. Additionally, I may submit individual pages for approval during the course of web site creation. While these pages may not be entirely completed, they will serve for the Client to approve the layout, text, and/or graphics.

Copyright Transfer

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

Protection

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.

Search Engine Optimisation

The client understands that:

- I cannot guarantee any particular search engine ranking or placement, but your site will be designed to accepted best SEO practice.
- I cannot guarantee entry on any search engines or directory.
- I cannot be held responsible for any loss financial or otherwise to your business due to an unexpected drop in your search engine rankings.
- The initial text content that I apply optimisation to, shall be supplied by the client.
- Should the client make changes to any site text that I have optimised, the client understands that these changes may have an adverse effect on their search engine ranking.

Domain Name Registration

I make no representation that the domain name(s) you wish to register is/are capable of being registered by or for you or that it/they 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 own risk.

The registration and use of your domain name(s) 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.

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.

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(s). 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.

Where a domain name is successfully registered on your behalf, I warrant that

- 1) The domain(s) 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) 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(s) 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(s) or which otherwise affects your use of your domain name(s).

I shall not release any domain(s) 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(s) 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(s) without notice in writing on company letterhead.

I will give you at least 30 days warning prior to re-registration becoming due on any domain name(s) you register with me.

Website Hosting Terms and Conditions

Your hosting space (including FTP access) is for your personal use only. You must not divulge the password to any other person, and you should take reasonable precautions to ensure that it is not discovered by other people.

Data stored on my hosting is not guaranteed to be backed up.

You may not run server processes (eg. talkers/IRC Bots) from your hosting.

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

When your account is closed, all files (including web pages, databases etc.) will be deleted.

I reserve the right to amend and update these Terms and Conditions at any time without notice.

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

Users must not participate in any form of un-solicited bulk e-mailing or spam from their hosting.

By logging into your hosting account, or uploading files to it, you are indicating your acceptance of these Terms and Conditions.

Refunds

If you take out one of my yearly packages you are expected to commit for this period of time. Because of your commitment, I offer a discount on the normal monthly price of our 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 our service.

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.

Web Pages

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 content, warez, filesharing sites or MP3 hosting web sites on my hosting space.

Downtime

Due to the nature of the Internet, I cannot guarantee the availability of any website, or mailboxes held on my hosting or hosting provided by myself, 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.

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.

Disclaimer

The Client acknowledges and agrees that I cannot guarantee the absence of missed deadlines caused by Acts of God or other circumstances beyond its 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.

**Kevin Moran, 26 Roberts Crescent, Harrogate North Yorkshire HG1 2AY
Contact tel : 07446849133 E-mail : info@harrogatewebdesign.co.uk**



Agreement.

I HAVE CONTRACTED KEVIN MORAN TO CARRY OUT WORK TO THE VALUE OF £_____ AND
ENCLOSE A NON-REFUNDABLE DEPOSIT FOR £_____ (40%).

DATE_____ COMPANY _____

SIGNED_____

RECEIVED FOR KEVIN MORAN. I HAVE BEEN CONTRACTED TO CARRY OUT THE FOLLOWING WORK
SUBJECT TO THE ATTACHED TERMS AND CONDITIONS:

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,
26 ROBERTS CRESCENT, HARROGATE, HG1 2AY WITH A CHEQUE FOR THE DEPOSIT MADE PAYABLE
TO "K MORAN".