

# Weymouth Web Design



## Weymouth Web Design

30 Denby House  
Aynsley Court  
Weymouth  
Dorset  
DT4 0DT

**Telephone:** 0844 884 9085

**Web:** [www.weymouthwebdesign.com](http://www.weymouthwebdesign.com)

## Terms and Conditions

Last revised on 02/06/08

### Payments

The total amount for the work and any deposits required will be detailed in an accompanying *Agreement Contract* with all new projects.

Payment of the initial deposit payment is required before work will commence.

All invoices must be paid in full within 30 days of the invoice being received.

Weymouth Web Design reserves the right to charge interest at the rate equivalent to that set out for the purposes of S6 of the Late Payment of Commercial Debts (Interest) Act 1998, calculated on a daily basis from the date of invoice until payment.

### Due Dates

Weymouth Web Design agrees to deliver samples of design on dates as agreed upon in the proposal and will make every effort to meet agreed upon due dates. The Client should be aware that failure to submit required information, text, images or materials may cause delays in the production.

### Quotations

The price quoted to the client is for the work agreed on the quotation only. Should the client decide that changes are required after work on the website commences, then we will accept these changes with the provision that additional charges may have to be negotiated.

### Domain Name Registration Charges

All third party costs arising from the registration of a domain name shall be met by the Client unless otherwise stated in writing. If a domain name is required it must be paid for, in full, before Weymouth Web Design will place the order on the Client's behalf.

## Hosting

Weymouth Web Design can arrange hosting for your website, details of which will be outlined in a proposal we will send you. Clients can host their own website (or use a third party) if they prefer but any maintenance or work carried out on the website, if a third party host is used, may incur additional charges calculated on an hourly basis.

## Maintenance Policy

Weymouth Web Design operates a “free minor update” policy that is valid for clients that have had their websites designed by, and hosted by Weymouth Web Design or Impression Internet.

Weymouth Web Design reserves the right to refuse or cancel any such “free minor update” arrangements, without notice at any time. This policy is entirely at Weymouth Web Design’s discretion and includes minor updates to text, images and the general layout of a web page.

Any major changes or maintenance required on the Client’s website will be charged by the hour with the Client informed of this before work commences. Work will commence on receipt of the Client’s agreement to carry out such maintenance.

## Search Engines

Weymouth Web Design is not responsible for the client’s on-going web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed in writing beforehand. The order in which websites are ranked in the natural search results is controlled by the search engines and we have no direct control over this. While we make every effort to optimise your site for this we are unable to make any guarantees about the success of any search engine promotion activity.

## Fees & Additional Services

Changes in client input or direction or excessive changes will be charged at a rate of **£25.00** per hour. Any work the Client wishes Weymouth Web Design to create, which is not specified in the Description section of the separate Contract Agreement, or in a separate Proposal will be considered an additional service. Such Work may require a separate Agreement and payment separate from that specified in this Agreement.

## Failure to Provide Website Content

To remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that you provide all the required information in advance. On any occasion where we cannot progress your website because you have not provided the required information when you have agreed to do so, and we are delayed as result, we reserve the right to impose a surcharge to cover the additional time required.

Weymouth Web Design will invoice the client if feedback is not received to progress the client's project after 30 days of sending concept design(s) for approval.

## **Clients Copyright Responsibilities**

In situations where the client provides images, text, animations or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright laws. If any stock photographs are used the website owner is legally responsible for ensuring that permission to use the images has been granted.

## **E-commerce Responsibilities**

Weymouth Web Design design websites in accordance with the client's specifications and it is the client's responsibility to ensure that the website and its content comply with standing regulations. We cannot accept responsibility for any failure to comply with regulations related to accessibility, selling online or those related to a specific business or trade.

## **Confidentiality**

The Client and Consultant may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

1. is already known to the party to which it is disclosed;
2. is or becomes part of the public domain without breach of this Agreement;
3. is obtained from third parties, which have no obligations to keep confidential to the parties to this Agreement.

## **Expenses**

Client agrees to reimburse Consultant for any of the following expenses necessary in completion of the Work (e.g. Fonts, Messengers, Proofs, Props, Research, Shipping, Software, Stock photography,

Travel, Telephone Consultation). The Client will be notified of any such charges beforehand to confirm if they wish to proceed. Additional Agreements, separate to this one, may be required in such instances.

Travelling time to and from customer premises is not generally included in our estimate. Weymouth Web Design reserves the right to make a charge for travelling time at our normal consultancy rates.

## **Assignment of Work**

Weymouth Web Design reserves the right to assign other designers to the Work to ensure quality and on-time completion. The Client will be notified before any such assignments commence.

## **Reservation of Rights**

All rights not expressly granted hereunder are reserved to Consultant, including but not limited to all rights in sketches, comps, or other preliminary materials.

## **Permissions and Releases**

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

## **Publication**

The Client may publish or disclose information regarding the Work and shall acknowledge the support of Consultant in all such publications. The Client will not use the name of Consultant, in any advertising or publicity without the prior written approval from the Consultant.

## **Copyright Notice**

Copyright is in Consultant's name. Upon completion of Work, the copyright will only be released to the Client upon the Consultant's signing of the Release of Copyright.

## **Cancellation:**

Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.