

Kevin Moran Freelance Internet. Terms and Conditions.

Web Design Agreement

For the purposes of the following contract, the words we, us, our & ourselves are taken as meaning "Kevin Moran Freelance Internet" and The Client is taken as meaning yourselves.

We 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. - Submit the completed site to the major free search engines.

Payment

Web creation fees are to be specified by ourselves 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% will be made on the outstanding amount. we 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 ourselves 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, we reserve the right to a) suspend your website until payment is received. b) add reasonable recovery costs to cover our administration in recovering the monies owed to us. c) charge a reasonable amount to reinstate your suspended account.

All cheques to be in pounds sterling and made payable to "K Moran"

We are not at present VAT registered.

Timescale

We 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 us 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, We reserve the right to charge the Client additionally at £30 per hour.

Access

In order to install the design in question, We 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. Services and testing If necessary, we will arrange Domain Name Registration and server space allocation for you. we 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 we will endeavour to resolve them on the Client's behalf. The page will be designed and tested on Internet Explorer Windows in versions 6 and above, and Firefox and Safari on the Macintosh, we 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.

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 the express written consent of ourselves.

Permissions

Every contract for page design and placement shall be regarded as a guarantee by the Client to us that all necessary copyright permissions and authorities have been obtained. The Client represents to us and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to us 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 us 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 ourselves, for which we will be responsible for obtaining all necessary such permissions.

Provision of content

This Agreement assumes that all text is provided by the Client (If possible in electronic format .txt, .html or .doc on floppy, e-mail or ftp retrievable), all photographs and other graphics are provided in high quality print suitable for scanning or on a floppy in a .gif, .jpeg or .psd (PhotoShop 7) format. Additional expenses may be incurred and will be invoiced accordingly for corrective work, conversion of media and outside facility charges.

Credits

A link to ourselves will appear on the first page of the site. The link will not cause users to leave the Client website, rather, it will open a new browser window to our website or email address, at our discretion. The link will simply state, in the smallest type available, "Website created by K.Moran". This link may not be modified at any time without express written consent of ourselves during the existence of the web site for public viewing. Additionally, design credits to Kevin Moran may also 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 ourselves during the existence of the website for public viewing.

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.

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

We 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 us otherwise within 5 (five) working days of the date we send proofs of such scripted materials to customer via email or World Wide Web address. Additionally, we 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 us "on demand" access to the installed designs and the Client further agrees that we 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 and Submission

If search engine promotion is included in the project the client understands that

- i) We cannot guarantee any particular search engine ranking or placement.
- ii) Submission to the majority of search engines and directories does not guarantee entry
- iii) We cannot be held responsible for any loss financial or otherwise to your business due to an unexpected drop in your search engine rankings.
- iv) The initial text content that we apply optimisation to shall be supplied by the client.
- v) Should the client make changes to any site text that we have optimised, the client understands that these changes may have an adverse effect on their search engine ranking.
- vi) Search engine submissions are carried out one time only per engine unless otherwise stated.

Domain Name Registration

We 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.

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 us 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 us shall be non-refundable notwithstanding refusal by the naming authority to register your desired name. We 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, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We 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, we warrant that

The domain will be registered with yourself or your company as the legal registrant, we will be the administrative contact only, so you will always "own" the domain.

In the event of you wanting to transfer out your domain we will make no administrative charge.

We 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.

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

We will give you at least One calendar months warning prior to re-registration becoming due on any domain names you register with us.

Website Hosting Terms and Conditions

We do not allow Adult, Warez, illegal MP3 Sites or IRC Bots.

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

Your server (inc 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 our servers is not guaranteed to be backed up.

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

We 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, etc.) will be deleted.

We reserve the right to cancel your account at any time without notice. We reserve the right to amend and update these Terms and Conditions at any time without notice.

To protect your privacy we 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.

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

Refunds

If you take out one of yearly packages we expect you to commit for this period of time. Because of your commitment, we offer a discount on the normal monthly price of our accounts. If you cancel your account within your service period then we will not make any refunds on any unused portions of your account. While we 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 we 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).

We reserve the right to remove material deemed inappropriate from your web pages, without prior notice. And do not allow adult, warez or illegal MP3 web sites on our servers.

Downtime

Due to the nature of the Internet, we cannot guarantee the availability of any website, or mailboxes held on our servers or servers provided by us, 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 our control. In the event of any issues with either web or mail servers, latest status reports will be published on our client support page at <http://www.harrogatewebdesign.co.uk/kmsupport.php> together with expected resolution time.

Disclaimer

The Client acknowledges and agrees that we 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. we 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 us does not affect the consumers' statutory rights.

Kevin Moran Freelance Internet 26 Roberts Crescent Harrogate North Yorkshire HG1 2AY

Agreement.

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

DATE_____ COMPANY _____

SIGNED_____

RECEIVED FOR KEVIN MORAN FREELANCE INTERNET. I HAVE BEEN CONTRACTED TO CARRY OUT THE
FOLLOWING 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 WITH A CHEQUE FOR THE
DEPOSIT MADE PAYABLE TO "K MORAN"