

James Burt | Web Design / Development

Terms & Conditions | Revised: 13/06/2016 J Burt Web Development

Written standard terms of business for Web Design/Development Services

Please ensure that you read and understand these conditions.

1. **The Contract:** For the purposes of these terms and conditions any reference to 'us', 'we', 'the Supplier' or 'James Burt' shall mean James Burt (Sole Trader) and any reference to 'the Client', 'the Customer', 'you' shall mean the client named in the Quotation. The Quotation shall mean the design proposal for website design and/or web design services such as logo and stationery design, Social Media Applications, banners and product branding services, showing a specification of our services to you and the prices quoted for the services ("the Services"). The Site shall mean the Website we design and build for you pursuant to the Quotation, Your instruction for work to commence shall be deemed a contractual agreement between You and James Burt based on the Quotation and these terms and conditions. Approval for work to commence by written or verbal communication confirms your acceptance to these terms and conditions. Unless otherwise stated in the Quotation, James Burt will provide the Services pursuant to the design quotation time plan and in respect of all websites, we will develop the look and feel of your website, and deliver your website and host your website pursuant to these terms and conditions.

2. **Intellectual Copyright:** James Burt will hold intellectual copyright of any material, including any source code and/or original images created in the construction of your product and will remain so unless otherwise stated. All Intellectual Property Rights in the Site (including in the content of the Site and the Site Software except for content provided by the Client) arising in connection with this agreement shall be the property of James Burt, and James Burt hereby grants the Client a non-exclusive licence of such Intellectual Property Rights for the purpose of operating the Site. The Client shall indemnify James Burt against all damages, losses and expenses arising as a result of any action or claim that the information or materials provided to James Burt infringe the Intellectual Property Rights of a third party.

3. **Site Content:** James Burt shall update the Site with Materials provided from time to time by the Client. The Client shall ensure that the content provided to James Burt does not infringe any applicable laws, regulations or third party rights (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (Inappropriate Content). James Burt shall include only content received from the Client on the Site. The Client acknowledges that James Burt has no control over any content placed on the Site by Visitors and does not purport to monitor the content of the Site. James Burt reserves the right to remove content from the Site where it reasonably suspects such content is Inappropriate Content. James Burt shall notify the Client promptly if it becomes aware of any allegation that any content on the Site may be Inappropriate Content. The Client shall indemnify DCOED against all damages, losses and expenses arising as a result of any action or claim that the Materials constitute Inappropriate Content. James Burt reserves the right to remove any Inappropriate Content from the Site. We may include the statement "Designed by James Burt" on the home page of the Site.

4. Clients Responsibilities & Copyright: The Client acknowledges that James Burt's ability to provide the Services under this agreement is dependent upon the full and timely co-operation of the Client (which the Client agrees to provide), as well as the accuracy and completeness of any information and data the Client provides to James Burt. Accordingly, the Client shall provide James Burt with access to, and use of, all information, data and documentation reasonably required by James Burt for the performance of its obligations under this agreement. The Client shall be responsible for the accuracy and completeness of the content on the Site in accordance with clause 2 and 3. Certain images provided by James Burt in the construction of the website may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in publicity material. The Client is legally responsible for ensuring that this does not happen. If you wish to use any images from the site for other purposes please contact us for clarification. It is also the Client's responsibility to carry out any market research as to the viability and profitability of any project before accepting any quote. All domain names are offered subject to availability. Although James Burt may check on behalf of a client, it is not the responsibility of James Burt to check whether or not a particular domain is in existence or available for ownership.

5. Registration Charges: All additional third party costs arising from the registration of a domain name, hosting, software licenses or Ad space shall be met by the Client. This includes annual renewal fees of domain names and hosting packages (where applicable) generated through our recommended hosting service or otherwise.

6. Search Engine Optimisation/ Promotion: James Burt are not responsible for the Client's on-going web site promotion. While we can optimise your site for search engines for a separate fee and offer traffic monitoring, we are unable to make any guarantees about the success of any search engine promotion activity under these terms. James Burt are not responsible for Ad campaign visibility. We have no direct control over 3rd Party Ad display frequency or placement and can only advise on best practises and assist with setting up your campaign.

7. Cancellation: Should you wish to cancel within 28 days of instructing James Burt you shall remain liable for the work that has taken place or 50% of the final price (whichever is the higher of the two) and shall be invoiced accordingly SAVE THAT for cancellation after 28 days the full contract price will be due and payable. No partial refunds will be given for hosting, domain name registration, licenses or Ad space.

8. Providing Content: James Burt asks that you provide ALL required information in advance pursuant to clause 4 so that your site can be planned and completed efficiently. If you agree to provide us with the required information and subsequently fail to do so within 4 weeks of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. Any content should be delivered to us in common document format such as Microsoft Word (.doc) files or .PDF for documents and .JPG, .PNG, .PSD etc for images

9. Design & Concept: For low cost sites (below £1000) we only offer one site mock up/concept, including graphics and design proposals unless previously agreed. We therefore strongly encourage you to let us have your preferred colour scheme and design requirements. It is also helpful to show us any other website(s) that you like as an example of what you require. Failure to provide these details will still mean get a final product but if it is not to

your taste we may not be able to rework the website without additional charges. James Burt will initially place the Client's web site on a demonstration server in order that they may view and comment upon the project. Once the Client has approved the project, the full payment will be processed.

10. Hosting: James Burt offer annually renewable packages for hosting and updating which can be purchased as part of a package or separately. No partial refunds will be given for hosting or domain name registration. While we and our hosting partners take many steps to ensure that clients sites are always backed-up it is the Client's responsibility to inform us when they make a change to the site so that we can then backup that specific part.

11. Quotations: The price quoted to the Client is for the work agreed in 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.

12. Payment Terms: Unless payment is required in advance, following acceptance of the Quotation, James Burt shall issue a sales invoice (as an interim invoice or final invoice) in respect of the contract price (or any part of it) set out in the Quotation and the Client shall pay to James Burt the invoice amount within 30 days of receipt of it. All Charges are exclusive of VAT. Projects may require an upfront fee of up to 50%. Payment is currently accepted via BACS or by cheque, in UK Pounds Sterling unless otherwise agreed. If you are paying by cheque, please make it payable to James Burt and post to 27 Grasmere Close, Westbury On Trym, Bristol, BS10 6AU. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25. Payment will either be processed via our online system once your product is completed and has been approved, immediately via the bank if paying by cheque, OR pursuant to clause 7. When using the Online checkout, payment may appear as 'pending' in any online banking system once you have completed the first stage of checkout/ payment verification. From November 2013 we will no longer continue to accept payments using Google Checkout and all payments must be made via BACS transfer, cash or cheque.

13. Credit & Debit Cards: Credit and debit card payments are no longer accepted. See 'Payment Terms' for more details.

14. Publication: Full publication of web pages/updates/ components will only take place once full payment has been received. Any material previously published on the demonstration test site will also be removed if payment is not received.

15. Late Payment: Accounts that have not been settled within 7 days of our final reminder will incur a late payment charge of 10% of the amount outstanding plus interest at our contract rate of 8.5%.

16. Future Support: The website, update or component is provided to and accepted by the Client as a fully functioning, completed work. James Burt is not responsible for future support. This support can normally be provided upon request and for an additional fee. Updates will operate on a 'pay-as-you-go' basis depending on the task required. No guarantee of future support is given unless an ongoing support package is negotiated.

17. Future Issues: Unfortunately, malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website and James Burt will endeavour to protect it from this as much as we can during its creation. We cannot be held responsible for problems that develop on completed sites as a result of illegal activity. We also cannot accept any loss or change in functionality or data stored on, or dependant on 3rd party platforms, plugins or software such as Facebook, Youtube or Twitter. We endeavour to future proof our products as much as possible but cannot guarantee 3rd party services will not change or be removed without notice. It is the client's responsibility to take regular backups and ensure software and plugins are kept up to date. Ongoing maintenance can be undertaken for a monthly fee.

18. Limitation of Remedies and Liability: Nothing in this agreement shall operate to exclude or limit either party's liability for death or personal injury caused by its negligence; any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or fraud or any other liability which cannot be excluded or limited under applicable law. Neither party shall be liable under or in connection with this Agreement or any collateral contract for any: loss of revenue; loss of actual or anticipated profits; loss of contracts; loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data; or any indirect or consequential loss, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise. Subject to the above, each party's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the contract price as detailed in the quotation.

19. Browser Compatibility: Web-based products will be tested on the current versions of Chrome, Internet Explorer, Firefox and Safari at the time of production and not on previous or subsequent versions or variation unless otherwise stated or requested. James Burt cannot guarantee a project to be future-proof and will not be held responsible for problems that may develop for any subsequent versions or variations of these browsers, or any new browsers which may emerge. Additional support and testing for other platforms and environments may be available upon request. See 'Future Support' for more information.

20. Compliance with Ecommerce, Accessibility and Other Regulations: We design websites in accordance with the Client's specifications. 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. In any business where complex compliance issues exist we recommend that the Client takes legal advice from their company lawyer.

21. No Additional Warranties: Other than as stated in these terms and conditions, James Burt make no warranties of any kind, expressed or implied for services we provide. Whilst every attempt would be made in the unlikely event of any corruption or hardware failure, James Burt cannot guarantee to be able to replace lost data. James Burt will reserve the right to alter any of the above terms and conditions at any time. Should James Burt waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit James Burt to waive the same clause on any other occasion. hello@jburt.co.uk
www.jburt.co.uk