

The latest version of this document can be found online at
<http://www.pauldesigns.co.uk/pdflibrary/terms-and-conditions-of-business.pdf>

You, the client of Paul Newton (pauldesigns.co.uk) are required to agree to these terms and conditions of business. If there is anything you don't understand please feel free to contact me at
<http://www.pauldesigns.co.uk/contact>

Terms used in these Terms and Conditions of Business.

I , Me, Myself (this means Paul Newton, pauldesigns.co.uk)

You, Client (this means yourself or your business, the client – even if the project hasn't been commissioned or paid for yet)

Project (this means website design, re-design, email marketing, design for printing/PDF, or any other service provided by me)

Live mode (this is when the website is hosted on the servers for all internet users to see)

Hosting (this is a computer server where your website will be stored)

MB GB (this is a measurement of hard disc storage space)

Bandwidth (this is the amount of traffic flowing through your website)

Open Source Software (software provided by the web community at no direct cost to the end user)

Domain name (this is your web address, e.g. www.yourname.co.uk)

Paypal (this is an electronic payment provider)

Outage of service (where your website doesn't appear on the internet)

Web site mock-ups/Draft artwork designs (This is where I will design a website preview or artwork design for your business before a project is fully commissioned).

Summary

I will always do my best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if stuff goes wrong. In this contract you won't find complicated legal terms or large passages of unreadable text.

You are hiring me, Paul Newton (located at 35 Saint George's St. Tyldesley M29 8HY) to design and develop a project for the estimated total price as outlined in my previous correspondence. As my customer, you have the power and ability to enter into this contract on behalf of your company or organisation.

You agree to provide me with everything that I need to complete the project including text, images and other information as and when I need it and in the format that I ask for. You agree to review my work, provide feedback and sign-off approval in a timely manner too. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out in this contract.

I have the experience and ability to perform the services you need from me and I will carry them out in a professional and timely manner. Along the way I will endeavour to meet all the deadlines set but I can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off my work on-time at any stage. On top of this I will also maintain the confidentiality of any information that you give me.

All artwork, including web site mock-ups or artwork drafts of any kind, or items intended for print (or any other means, including electronic) are copyrighted. You will not be entitled to use any work designed by me until I have received payment in full.

All websites and artwork designed by me are priced to include two rounds of changes (for websites this means 2 rounds of non-structural changes per page). Any additional changes will be charged for in full at the quoted hourly rate.

Vector based image files are not included in the price of any websites or artwork projects. If Vector based graphics are required these will incur additional charges on top of any agreed price. (Please ask for details).

1 email accounts will be configured as part of any website package. Configuration of additional accounts will be charged at the quoted price.

General

1. I will create designs for the look-and-feel, layout and functionality of your website (or project). This contract includes one main design plus the opportunity for you to make up to two rounds of revisions. If you're not happy with the designs at this stage, you will pay me in full for all of the work that I have produced until that point and you may either cancel this contract or continue to commission me to make further design revisions at the hourly rate set out in my price list.
2. If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. You will be charged the hourly rate set out in the price list I gave you. Along the way I might ask you to put requests in writing so I can keep track of changes.
3. All work to be carried out (and costings) will be confirmed by email before any work is started.
4. I will only start work on a project when a non-refundable deposit of 30% (of the total quoted cost) has been paid by you. This deposit covers the cost of design work carried out, hosting costs & other admin related fees. By paying this deposit you are bound by these terms and conditions.
5. A further 40% (of the total quoted cost) will be required half way through the project. So for example; if the total quotation is for 16 pages, you will be required to make this second payment of 40% once 8 pages are completed.
6. The remaining balance of 30% (along with any other 'extra costs' accrued because of changes to the original website specification) will be required at the end of the project. The website will not be put into 'live mode' until the last payment has been received.
7. To cover the cost of hosting your website on the internet you are required to pay an annual fee. This annual fee is required on the 1st anniversary of the account start date, and each year thereafter. You will be notified in writing of your account start date and when the annual fee is required.
8. Failure to pay this annual fee may result in an outage of service and suspension of domain name services which could result in someone else gaining control of your domain name.
9. Communication will be mainly carried out using email.
10. You should make sure that you keep in regular contact with me, replying to my emails/telephone calls/letters (or any other requests made by me) in a timely manner.
11. I reserve the right not to work on a project if it appears to break the law.
12. You are solely responsible for making sure that your website does not break the law in any way.
13. Your business in general should not break the law in any way.
14. Stock items (photos, images, videos, sound files etc.) purchased by me for use on your website should not be used elsewhere. Such images are strictly for use on your website and should not be reproduced, edited, altered or used for print elsewhere (unless terms allow). I will not be held responsible for any breach of this condition by you or anyone else associated with your business. You are also bound by the image owner's terms and conditions of use. Please enquire for details.
15. PaulDesigns is not obliged to disclose any website server access details (such as usernames and passwords) to the client, or any other 3rd party.

Service

1. Your website will be hosted on 3rd party web servers. Clients are required to use these services as chosen by PaulDesigns.
2. Third party hosting will always be UK based and secure. I choose hosting based on the quality of service provided and 'up' time.
3. I cannot guarantee the service or reliability of 3rd party hosting, especially in the event of technical difficulty beyond my/their control.
4. PaulDesigns is not obliged to share any FTP or access details (such as usernames or passwords) with the client or any other 3rd parties.
5. Website space on your account is limited to a generous 500 MB. Should you exceed this limit I reserve the right to request additional fees from you, otherwise an outage of service could occur.
6. Website bandwidth on your account is guaranteed to be at least 10 GB of data transfer per calendar month. I reserve the right to request additional fees if bandwidth exceeds this amount for one month or more. Requests for additional fees not being met could result in an outage of service.
7. Limitation of liability; I cannot be held responsible for anything adversely affecting your business operation, profitability, sales or anything else that is a result of the service being offered by me.

Copyrights

1. You guarantee to me that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide me for inclusion in the web site are either owned by your good selves, or that you have written or verbal permission to use them.
2. When I receive your final payment, copyright is automatically assigned as follows:
3. You own the graphics (if supplied and owned by you or your business).
4. You also own text content, photographs and other data you provided, unless someone else owns them. I own the XHTML, HTML mark-up, CSS and other code and I license it to you for use on only this project.
5. Only PaulDesigns (or an approved agent acting on behalf of PaulDesigns) is authorised to change, maintain or update the website (which includes but is not restricted to XHTML, HTML, CSS, jQuery, Adobe Flash, JavaScript, text and image files) unless otherwise agreed.
6. I love to show off my work and share what I have learned with other people, so I also reserve the right to display and link to your completed project as part of my portfolio and to write about the project on other web sites and other forms of print.
7. You are not permitted to use any designs provided by me until all payments are received in full.

Content

1. Search Engine Optimisation (SEO) will be carried out on your website to the best of my abilities. No guarantees can be made towards the placement of your website in search engine results.
2. Your website will be submitted to Google & Bing using a XML sitemap on completion of the project.
3. I reserve the right to use open source software when building a website. If open source software is used I will not make any additional charge to you. My only charge will be time spent installing and modifying software for use on your website.
4. If the project includes XHTML or HTML markup and CSS templates, I will develop these using XHTML 1.0 Transitional markup and CSS1/2/3 for styling. I will test all my markup and CSS in current versions of all major browsers including those made by Apple, Microsoft, and Mozilla. I will also test to ensure that pages will display visually in a similar, albeit not necessarily identical way, in Microsoft Internet Explorer 6 for Windows as this browser is now past its sell-by date.
5. I will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer 5 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified.
6. I'm not responsible for writing or inputting any text copy unless I specified it in the original quotation. I'll be happy to help though, and in addition to the quotation I will charge you at my usual price per hour for copy writing or content input.
7. Before the website is put into 'live mode' I will check the code including items such as (but not restricted to); URL links, text that I have written, image tags, header tags, meta tags & other technical related text. It is your responsibility to check any written copy that you have supplied to me for use on your website.

Domain names

1. Your domain name will be registered by me. It will be registered to you at your business (or nominated) address.
2. You will be the legal owner of your domain names(s) even when registered by me.
3. A domain name will only be registered once the non-refundable deposit payment has been received from you.
4. I will take responsibility for renewing your domain name(s) (if originally registered by PaulDesigns) unless (see 5).
5. If I didn't register your domain name(s) you will be required to manage and renew payment of the domain name(s) yourself.
6. Should you ever wish to migrate your domain name to another provider you will need to pay an admin fee to me (currently £80). This must be paid before the transfer process takes place.
7. If you do not pay the Annual Account Fee your domain names (that were registered by PaulDesigns) will not be renewed.

Other

1. I can't guarantee that the functions contained in any web page templates or in a completed web site will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this website and any other web pages, even if you have advised us of the possibilities of such damages.
2. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
3. You are also bound by the terms & conditions of use, provided by my appointed hosting company.
4. An additional fee of 3.45% will be added to all payments made via credit or debit card (via Paypal), this fee covers their charges. Cheques, BACS or cash payments are preferred.
5. All payments should be received within 28 days of the invoice date.
6. Late payments may incur a 7% monthly fee for overdue balances.
7. If you fail to pay your due invoices for email or web related services (including but not limited to hosting, email, and databases) PaulDesigns reserves the right to cancel or suspend those services with or without warning. Those services will only be reinstated once the client has fully settled their overdue account in full.
8. You cannot transfer this contract to anyone else without my permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Print design / PDF design

1. Before any artwork is sent to print you will have the opportunity to preview the final document(s). It is your responsibility to make sure that all work is correct and free from errors. Once I have sent the artwork to print you are responsible for all print costs.
2. You do not own any artwork/draft designs designed by me until you have paid for the work in full. You are not permitted to use any web site mock-ups or draft designs if you do not commission the work to me. All work created by PaulDesigns is copyrighted (and cannot be used by you or any other person or business) until you have paid for the project in full.

Client Name (Print)

Client Signature

Paul Newton

Date

Date
