

## **SRM(Scott Rigby-McGurk) Web Design Terms & Conditions**

### **Contract**

The client's approval for work to commence shall be deemed a contractual agreement between the client and SRM(Scott Rigby-McGurk)

**Approval for the work to begin and/or payment of the deposit indicates that the client accepts the terms and conditions outlined in this document.**

### **Clients Responsibilities with Regard Content and Image Copyright**

In any situation where the client provides images, text or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright. Certain images may be provided by SRM(Scott Rigby-McGurk) in the development of the website, for these images a licence will have been purchased from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in any other material. The website owner 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 me for clarification.

### **Registration Charges**

All costs arising from the registration of a domain name shall be met by the Client.

### **Search Engine Optimisation & Online Marketing**

SRM(Scott Rigby-McGurk) will not take responsibility 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. The search engines control the order to which the websites are ranked in the organic/natural results. While I can optimise your site for this I am unable to make any guarantees about the success of any online marketing campaign or promotion.

### **Cancellation**

Should the client wish to cancel during any point of the web site construction process they will remain liable for the work that has already taken place and shall be invoiced accordingly.

### **VERY IMPORTANT! Failure to Provide Required Website Content**

In-order to remain efficient I must ensure that work I have scheduled is carried out on time. On occasions I may have to reject other work to ensure that your work is completed to deadline agreed. This is why I would advise you to supply all of the information needed in advance. On any occasion when the development of the web site is delayed in result of content not being provided by the Client, SRM(Scott Rigby-McGurk) will not be responsible for the delay of the development and reserve the right to impose a surcharge of up 25%.

**NOTE:** Text content should be delivered as a Microsoft Word, Adobe PDF or Text Document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should contain the titles of the pages wanted. Please contact me if you need further information regarding this matter.

### **The Design Process and Concepts**

For higher cost sites designing the website will be included in full until the Client is fully happy with their designed web site concept. But for lower cost sites (below £750) please bear in mind that only one design will be possible. Therefore SRM(Scott Rigby-McGurk) recommends that the Client provides all the required design materials such as Colour Schemes, URL's of websites that are liked as examples of your requirements.

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### **Quotations**

The overall price quoted is for the works included in that particular quotation only. Should the Client decide that changes are required after work on the website commences, then I will accept these changes with the understanding that extra charges maybe added accordingly.

### **Standard Rate**

I reserve the right to change my standard rate at any time without further notice. However SRM(Scott Rigby-McGurk) will honour any quotations already delivered to the Client if the deposit has been paid in full.

### **Advance Payment**

An advance of 25% of the total cost of the project is required before development work can commence. After development work commences this deposit is non-refundable.

### **Payment Terms**

Payment is currently accepted by BACS or in UK Pounds Sterling, unless otherwise agreed.

### **Payment**

Payment of any balance will be due within 7 days of final invoice date. Full publication of the Web Pages may take place only after full payment has been received. Any material previously published may be removed if payment is not received in full. We reserve the right to deny further works until previous balance is completely cleared.

### **Late Payment Charges**

Balances that have not been settled within 7 days of the invoice date will incur a late payment charge of 10% of the amount outstanding for every week left unpaid.

### **Credit and Debit Card Payments**

Credit card and Debit Card payments can also be accepted on the website at the discretion of SRM(Scott Rigby-McGurk). I reserve the right to deny Credit or Debit Card Payments at any time and for any reason without notice. Credit and Debit Card payments are subject to a 4% surcharge. (Full payment is required in advance if paying by Credit or Debit Card).

### **Support**

The website is provided to and accepted by the Client as a fully functional and completed work. SRM(Scott Rigby-McGurk) is not responsible for future support. Additional support works can be provided on request and for an agreed fee. No guarantee of future support is given unless an ongoing support agreement is negotiated.

### **Malicious Software**

Unfortunately malicious software, viruses, spyware and website hacking does happen on the internet. It is however highly unlikely that these will affect your website. I will endeavour to protect the Clients website from this as much as possible during the development. However I cannot be held responsible for the loss or corruption of data on completed websites. Also I cannot be held responsible for problems that are a product of illegal activity of any completed or uncompleted Client's website.

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### **Compliance with E-commerce, Accessibility or Other Regulations**

I design and develop websites to the Client's specification. It is the client's responsibility to ensure that the website and its content comply with the current regulations related to Selling Online, Accessibility and those regulations that are industry specific. I can research these regulations on the clients behalf upon the Client's request. But where complex regulations are in place I recommend that the Client seeks legal advice regarding this matter.

### **Transfer of Website and Website Licensing**

Should the Client require to transfer the code away from my hosting environment I will upon full payment of a 20% fee of the initial quoted cost of the website. I will transfer all of the relevant content including both the design and development files of the website as well as any domain names attached. This information will then be deleted from my system and SRM(Scott Rigby-McGurk) cannot be held liable for any loss or corruption of data or any cost incurred after the transfer has taken place.

### **Notes**

Should SRM(Scott Rigby-McGurk) decide to waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit SRM(Scott Rigby-McGurk) to waive the same clause on any other occasion.

**By agreeing to these terms and conditions your statutory rights are not affected.** SRM(Scott Rigby-McGurk) reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact me.