

johnward.biz
Web Design Terms and Conditions
(December 2008)

All services provided by johnward.biz to the Customer are subject to the following Terms and Conditions.

1. **Acceptance:** All new Customers must agree to the johnward.biz Terms and Conditions at the time of submission of work. Payment of an advance fee is an acceptance of these terms and conditions, a copy of which is available via my website.
2. **Charges:** Charges for services to be provided are defined on the johnward.biz website, or in the supplied quotation. All website design services require an advance payment of a minimum of ten percent (10%) or £30.00, whichever is the greater.
3. **Payment:** Invoices will be provided by johnward.biz upon completion of the work for web design and any associated services. Invoices are normally sent via email; however, the Customer may elect to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid twenty-one (21) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £25 per month of the total amount due. johnward.biz reserves the right to remove Web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the Customer agrees to pay all fees incurred by that process
The remaining ninety percent (90%) or balance of the project quotation total will be due upon completion of the work prior to upload to the server or release of materials. Payment for services is due by cheque or online (if available). Cheques should be made payable to johnward.biz and sent to 27 Harrowby Road, West Park, Leeds. LS16 5HX Yorkshire. United Kingdom.
4. **Customer Review:** johnward.biz will provide the Customer with an opportunity to review the appearance and content of the website during the design and once they are completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Customer notifies johnward.biz otherwise within ten (10) days of the date that the materials are made available to the Customer.
5. **Turnaround Time and Content Control:** johnward.biz and the Customer must work together to complete the website in a timely manner. johnward.biz will install and publicly post or supply the Customer's website by the date specified in the project proposal, or if no such date is specified, within four weeks of the date initial payment is received from the Customer. The appropriate images and text must be provided by the Customer. If content is not provided within four (4) weeks of an official request by email then Johnward.biz reserves the right to advise the Customer of a revision to the final payment fee based on new or revised pricing schedules that may be introduced from time to time. If content is not provided within eight (8) weeks from the original email request then the Customer is considered to be in default of the commission, the project will be terminated and the Customer sent the final invoice for immediate payment. Johnward.biz will agree, at their discretion, to recommence the commission after agreement is reached on a new quotation document and once the original fees have been paid.
6. **Communication:** The Customer agrees to delegate a single individual to aid johnward.biz with progressing the commission in a satisfactory and expedient manner. Telephone and email details to be made available to johnward.biz.
7. **Maintenance:** This CONTRACT include minor modifications and corrections requested within a two-week period including updating links and making minor changes to a sentence or paragraph. It does not include replacing all the text or the changing of images unless this is agreed separately or part of a package deal.
8. **Default:** Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Customer in default maintains any information or files on johnward.biz web space, johnward.biz will, at their discretion, remove all such material from their web space. johnward.biz is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the

Customer of the obligation to pay any outstanding charges assessed to the Customer's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Customer's account will immediately be considered to be in default until full payment is received. Customers with accounts in default agree to pay johnward.biz reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by johnward.biz in enforcing these Terms and Conditions.

9. **Termination:** Termination of services by the Customer must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Customer will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.
10. **Copyright:** The Customer retains the copyright to data, files, photographic images and graphic logos provided by the Customer, and grant johnward.biz the rights to publish and use such material. The Customer must obtain permission and rights to use any information or files that are copyrighted by a third party. The Customer is further responsible for granting johnward.biz permission and rights for use of the same and agrees to indemnify and hold harmless johnward.biz from any and all claims resulting from the Customer's negligence or inability to obtain proper copyright permissions. The Customer to johnward.biz shall regard a contract for website design and/or placement as a guarantee that all such permissions and authorities have been obtained.
11. **Standard Media Delivery:** Unless otherwise specified, this Agreement assumes that any text will be provided by the Customer in electronic format (text files delivered on disk or via e-mail). Photographs and other graphics will be provided digitally ideally in .tiff format (.gif, .jpeg, or .psd are acceptable). We also scan high quality prints – see the prices page for details.
12. **Design Credit:** A link to johnward.biz will appear in small type the Customer's Website. This may not be applicable where updating an existing website is the only work undertaken.
13. **Access Requirements:** If the Customer's Website is to be installed on a third-party server, johnward.biz must be granted temporary read/write access to the Customer's storage directories, and those directories must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.
14. **Post-Placement Alterations:** johnward.biz cannot accept responsibility for any alterations caused by a third party occurring to the Customer's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.
15. **Domain Names:** johnward.biz may purchase domain names on behalf of the Customer. Payment and renewal of those domain names is the responsibility of the Customer. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of johnward.biz. The Customer should keep a record of the due dates for payment to ensure that payment is received in good time.
16. **General:** These Terms and Conditions supersede all previous representations, understandings or agreements. The Customer's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions.
17. **Governing Law:** This Agreement shall be governed by English Law.

I agree to and accept the Terms and Conditions

Signed.....

Name of
Company.....

Date.....

Customer CONTACT INFORMATION:

Contact Name: _____

Phone: _____ Mobile_____

Company/Customer: . _____

Address: _____

E-mail address: _____

WEBSITE INFORMATION:

New Domain name(s) requested (if applicable) _____

Other choices if first choice not available _____