



RDW WEB DESIGN - Terms and Conditions

Revised: 30 March 2008

(Please ensure that you read and understand these conditions.)

- 1. Contract:** The client's approval for work to commence shall be deemed a contractual agreement between the client and RDW WEB DESIGN. **Important: Approval for the work to commence and payment of the advance fee indicates that the client accepts the terms and conditions outlined in this document.**
- 2. RDW WEB DESIGN Intellectual Copyright:** RDW will hold intellectual copyright of any material, including any source code and original images created for the client.
- 3. Clients Responsibilities with Regard to Copyright:** In situations where the client provides images, text, animations or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright. Certain images provided by RDW Web Design 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 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 us for clarification.
- 4. Registration Charges:** All third party costs arising from the registration of a domain name shall be met by the Client after the First Year. RDW WEB DESIGN recommend that clients register their own domain names so that they have full ownership of these but where we have registered a domain name on the client's behalf we agree to transfer this domain name to the client immediately upon request and without charge.
- 5. Search Engine Promotion:** RDW WEB DESIGN is not responsible 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 order in which websites are ranked in the natural search results is controlled by the search engines. While we can and we will optimise your site for this we are unable to make any guarantees about the success of any search engine promotion activity.
- 6. Cancellation:** Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.
- 7. IMPORTANT! Failure to Provide Required Website Content:** We are a small business. To remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that *you provide all the required information as soon as possible.* On any

occasion where we cannot progress your website because you have not provided the required information when you have agreed to do so, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%.

Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.

NOTE: Text content should be delivered as a Microsoft Word (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

- 8. Free Hosting:** During the first year hosting is free. After the first year the annual fee for hosting will be £50.00
- 9. Travel Time and Expenses:** Travelling time to and from customer premises is included in our Fee for no more than three visits. RDW WEB DESIGN reserves the right to make a charge for travelling time of £25.00 each visit after the initial three visits.
- 10. Quotations:** The price quoted to the client is for the work agreed on 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.
- 11. Advance Payment:** An advance of 50% of the total cost of the project is required before work can commence. *After work commences this is non-refundable.*
- 12. Payment terms:** Payment is currently accepted by cheque or cash, unless otherwise agreed. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.
- 13. Credit Card Payments:** Credit card payments can also be accepted via our Paypal electronic invoice system. These are subject to a 4% surcharge.
- 14. Payment:** Payment of any balance will be due within 30 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. When this occurs a minimum charge of £50 will be required to have the site restored.
- 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. You will also be charged statutory interest of 8% above the reference rate (fixed for the six month period within which date the invoices became overdue) pursuant to the late payment legislation.
- 16. Future Support:** The website is provided to and accepted by the client as a fully functioning, completed work. For the first year support will be FREE but thereafter will occur a charge of £25.00 p/hour
- 17. Future Site Problems:** 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 RDW WEB DESIGN 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.
- 18. Compliance with Ecommerce, Accessibility or 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. We can research this on the client's behalf upon request, but in any business where complex compliance issues exist we recommend that the client takes legal advice.

18b Ecommerce - RDW WEB DESIGN will set-up the ecommerce system (if purchased) to customer's specifications where possible and add a sample of their products to the ecommerce system. PLEASE NOTE: It is the client's responsibility to add their own products thereafter to their online store/shop using the client's online administration panel. If required RDW WEB DESIGN can add products to the client's ecommerce system at a rate of £4.99 for each product with a minimum order of 10 products.

Notes:

Should RDW WEB DESIGN waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit RDW WEB DESIGN to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected.

RDW WEB DESIGN 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 us.

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