



Chris Simmons Design

Terms and conditions

Commencing work

The client's approval for work to commence on a website is deemed a contractual agreement between the client and *Chris Simmons Design*.

Chris Simmons Design will carry out work only where an agreement is provided either by email, telephone, mail or fax.

Chris Simmons Design will carry out work only for clients who are 18 years of age or above.

An "order" is deemed to be a written or verbal contract between *Chris Simmons Design* and the client; this includes telephone and email agreements.

Content

In situations where the client provides content for their website/development they are legally responsible for ensuring that this material does not infringe any copyright. *Chris Simmons Design* cannot take responsibility for any copyright infringements caused by materials submitted by the client. *Chris Simmons Design* reserves the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material. *Chris Simmons Design* will not be liable or become involved in any disputes between the client and a copyright owner, and cannot be held responsible for any wrongdoing on the part of the client, e.g. any disputes relating to content/images that have been provided to *Chris Simmons Design* for inclusion on the website.

Site mock ups, design concepts and associated graphics remain the property of *Chris Simmons Design* unless otherwise agreed.

Images provided by *Chris Simmons Design* may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a specific website and the licence may not permit them to be used in publicity material. The client is legally responsible for ensuring that this does not happen. If the client wishes to use any such images from the website for other purposes they are required to contact *Chris Simmons Design* for clarification.

The client agrees to meet all third-party costs arising from the purchase of stock photography as well as any administration fees relating to the procurement of images by *Chris Simmons Design*.

Domain name

Domain name registration and renewal will be arranged on behalf of the client, unless previously agreed with the client.

Hosting

Hosting and renewal of a client's website will be arranged on behalf of the client, unless previously agreed with the client.

Where sites are developed or are hosted on servers not recommended by *Chris Simmons Design*, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the site to be correctly developed.

Chris Simmons Design reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise.



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The client agrees to make available as soon as is reasonably possible to *Chris Simmons Design* all materials required for completing the site to the agreed standard and within the set deadline. *Chris Simmons Design* will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines. *Chris Simmons Design* reserves the right to impose a discretionary surcharge of up to 25% of the total project cost where the client has failed to provide required information in a timely manner.

No guarantees can be made as to the availability or interruption of hosting. *Chris Simmons Design* cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Search Engine Optimisation (SEO)

If SEO has been agreed as part of the website development contract the client must be aware that *Chris Simmons Design* is not responsible for ongoing web site promotion. Should the client require the site to be promoted on a recurring basis a separate contract must be agreed.

The order in which websites are ranked in search results is controlled by the search engines which are beyond the control of *Chris Simmons Design*. While *Chris Simmons Design* can optimise the client's website initially for this by making it search engine-friendly, it is impossible to make any guarantees on the results ranking position of the website or individual pages.

Defects

The client is expected to test fully any website or programming relating to a website developed by *Chris Simmons Design* before it is made generally available for use.

Where a client identifies "defects", errors or other issues after the site/development is live, *Chris Simmons Design* will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the design brief. *Chris Simmons Design* will decide whether any reported 'defect' or error is valid or whether it is a change which may be subject to an additional cost.

Intellectual property

Chris Simmons Design retains ownership and copyright of all source code, scripts, CGI applications, scripts or software written by *Chris Simmons Design* (unless specifically agreed) and may not be commercially reproduced or resold without the permission of *Chris Simmons Design*.

Charges and payment

Travelling time to and from customer premises or other meeting places is not generally included in any quotations or estimates. *Chris Simmons Design* reserves the right to make a charge for travelling time at the current hourly rate. Likewise *Chris Simmons Design* reserve the right to charge for travelling expenses based on 50p per mile.

(**Note:** There will be no charges for travelling time or expenses incurred during the quotation process, i.e. before approval for work to commence is received.)



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The price quoted to the client is for the work specifically agreed on the quotation only. Should the client decide that changes are required after work on the website has commenced such changes are to be agreed and any additional cost will likewise be agreed prior to the work being started. Unless otherwise agreed any quotation provided will be valid for 30 days from the date of issue. A deposit may be required from any new client before any work is carried out. Likewise, if a project is large or deemed to be of significant duration then interim payments may be required. Invoices for any remaining balance are only issued when the client accepts that their website/development has been completed to their satisfaction. *Chris Simmons Design* reserves the right not to launch a website until full payment has been received.

Any outstanding accounts for work carried out by *Chris Simmons Design* are required to be paid in full, not later than 30 days from the date of the invoice.

Unless otherwise agreed, payment is only accepted by cheque or bankers draft in UK Pounds Sterling. If a cheque is returned by the bank as unpaid for any reason, the client will be liable for an additional administration fee of £30.

Chris Simmons Design reserves the right, in its sole discretion, to deactivate hosting services for clients with unsettled accounts. When this occurs an additional minimum charge of £25 will be required to have the site restored.

Accounts that have not been settled within 14 days of the due date will incur a late payment charge of 10% of the amount outstanding. Any unpaid balance due shall bear interest at the rate of 8% compounded per annum, and costs of collection, including Court costs and reasonable legal fees shall be added as principal amounts to such balance.

Cancellation

After work on a website commences any fees paid are not refundable. Should the client wish to cancel at any point during the project they shall remain liable for the work that has taken place and shall be invoiced accordingly. There are no exceptions to this, i.e. if the client decides they no longer want the site, as they have commissioned the work (whether a deposit has been paid or not) they are still obliged to pay for the work that has been done up to the point of cancellation.

Maintenance and support

Websites will be handed over as a fully-functioning, completed work.

Maintenance of the website is limited to one hour per month for one year after completion of the website; this does not include any remedial work required in case of host server failure/downtime which is outside of control of *Chris Simmons Design*.

Enhancements and changes to the website or to its' constituent pages and code, including addition or removal of pages after completion/release are provided upon request for an agreed fee.

Websites are offered as a single contract and no guarantee of the availability or compatibility (including rendering compatibility) with future browsers or future versions of existing browsers is offered unless an ongoing support/maintenance package has been agreed with *Chris Simmons Design*.

Chris Simmons Design will endeavour to protect a client's website from malicious software, spyware, viruses and website hacking as much as possible during its creation, however after the website is handed over *Chris Simmons Design* cannot be held responsible for problems caused by illegal activity or the actions of others.



Chris Simmons Design

Chris Simmons Design develops websites in accordance with the client's specifications. It is the client's responsibility to ensure that the website and its content comply with current online trading laws and regulations. *Chris Simmons Design* cannot accept responsibility for any failure to comply with laws and regulations related to accessibility, selling online or those related to a specific business or trade. Research can be undertaken on the client's behalf upon request, but in any business where complex compliance issues may exist it is recommended that the client takes legal advice.

Unless otherwise agreed, a link to *Chris Simmons Design* will appear in either small type or by a small graphic at or near to the bottom of the client's website homepage.

Chris Simmons Design reserves the right to alter prices at any time without notice. If a client has commissioned any services from *Chris Simmons Design* prior to a change in prices, which commission will not be subject to any increase, but any subsequent commission may be subject to an increase.

Notes:

Should *Chris Simmons Design* waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit *Chris Simmons Design* to waive the same clause on any other occasion.

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

Chris Simmons 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.

This Agreement shall be governed by English Law.

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