

## Web Design Terms and Conditions

All services provided by Ruth Chester to the Customer are subject to the following Terms and Conditions.

1. **Acceptance.** A copy of these Terms and Conditions must be signed by all new customers at the time of submission of work to Ruth Chester, indicating agreement to and acceptance of these Terms and Conditions. Alternatively, payment of an advance fee or payment online 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 by Ruth Chester are defined in the Project Quotation that the Customer receives via e-mail. All web site design services require an advance payment of a minimum of forty (40%) percent of the project quotation total before the work is supplied to the Customer for review. The remaining sixty (60%) percent 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. Cheques should be made payable to Ruth Chester and sent to 4 Manor Green, Stanford in the Vale, Oxfordshire, SN7 8LU.
3. **Customer Review.** Ruth Chester will provide the Customer with an opportunity to review the appearance and content of the web site 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 Ruth Chester otherwise within ten (10) days of the date that the materials are made available to the Customer.
4. **Turnaround Time and Content Control.** Ruth Chester will install and publicly post or supply the Customer's web site 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, unless a delay is specifically requested by the Customer and agreed by Ruth Chester.

In return, the Customer agrees to delegate a single individual as 'first-point-of-call' to aid Ruth Chester with progressing the commission in a satisfactory and expedient manner.

During the project, Ruth Chester will require the Customer to provide copy and images. If content is not provided within four (4) weeks of an official request by email then Ruth Chester 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. Ruth Chester will agree, at her discretion, to recommence the commission after agreement is reached on a new quotation document and once the original fees have been paid.

5. **Payment.** Invoices will be provided by Ruth Chester 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 thirty (30) 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.
6. **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 Ruth Chester's web space, Ruth Chester will, at her discretion, remove all such material from her web space. Ruth Chester 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 Ruth Chester reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Ruth Chester in enforcing these Terms and Conditions.

7. 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.
8. Copyright. The Customer retains the copyright to data, files, photographic images and graphic logos provided by the Customer, and grants Ruth Chester 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 Ruth Chester permission and rights for use of the same and agrees to indemnify and hold harmless Ruth Chester from any and all claims resulting from the Customer's negligence or inability to obtain proper copyright permissions. A contract for web site design and/or placement shall be regarded as a guarantee by the Customer to Ruth Chester that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

It is also agreed that Ruth Chester will not use or introduce any data, files, photographic images or graphic logos that are copyrighted by a third party without their express permission.

Where a corporate image/identity graphic logo or image is created by Ruth Chester that the business accepts and uses in promotional activity, a one-off design fee is applicable. Upon receipt of payment, the ownership and copyright of such graphic logo is transferred to the client. Ruth Chester reserves the right to use her logo designs in her promotional activity.

9. Standard Media Delivery. Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Customer in electronic format (ASCII text files delivered on floppy disk or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format.
10. Design Credit. A link to Ruth Chester will appear in either small type or by a small graphic at the bottom of the Customer's Web site. If a graphic is used, it will be designed to fit in with the overall site design. This may not be applicable where updating an existing website is the only work undertaken.
11. Access Requirements. If the Customer's Web site is to be installed on a third-party server, Ruth Chester 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.
12. Post-Placement Alterations. Ruth Chester 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.
13. Domain Names. Ruth Chester 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 Ruth Chester. The Customer should keep a record of the due dates for payment to ensure that payment is received in good time.
14. 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. Payment online is an acceptance of these terms and conditions.
15. Governing Law. This Agreement shall be governed by English Law.

Signed

Name of company or organisation

Date