

Terms of Service for Web Design & Digital Services

TERMS OF SERVICE.

1. DEFINITIONS In this document the following words shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;

1.2 "Client" means the organisation or person who purchases services from the Service provider;

1.3 "Specification Document" means a statement of work, project proposal, quotation or other similar document describing the services to be provided by the service provider:

1.4 "Service provider" means Dean Allen trading as TradeSites of 29 Henry Road, Southampton, Hampshire, SO15 3HB.

2. GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the supply of any digital services by the Service Provider to the Client.

2.2 Before the commencement of the services the Service Provider shall submit to the Client a Specification Document. Which shall specify the services and or any additional costs to be supplied and the price payable. All Specification Documents, Project Proposals and Quotations shall be subject to these Terms and Conditions.

2.3 The Service Provider shall use all reasonable endeavours to complete the project schedule and services within estimated time frames. The ability to deliver accurate time frames is greatly dependent on the client providing everything required to complete the project as and when required, this includes reviewing work and providing feedback and approval in a timely manner and therefore, time shall not be of the essence in the performance of any services.

3. QUOTATION

3.1 Any written or verbal quotations made by the Service provider constitutes an invitation to the Client to make an offer on the terms set out and are subject to alteration or withdrawal by the Service provider without notice.

3.2 Quotations are valid for 30 days from its issue date unless otherwise agreed in writing.

3.3 The Service Provider shall be entitled to add to the contract price any statutory charge, tariff or other similar tax which is chargeable in respect of any services delivered.

3.4 Any variation to the scope of works is subject to an additional charge for the extra work requested by the client.

3.5 The client agrees to pay any additional expenses necessary for the completion of that work, examples would be but not limited to the purchase of fonts, stock photography, media files or any third party software such as premium WordPress plugins.

4. PRICE, PAYMENT AND DUE DATES

4.1 Invoices are due upon receipt. Time is of the essence for receipt of payment. No services will be performed and no rights are granted until timely payment is made on the deposit. No transfer or website ownership will be made until the final payment is made. The Client agrees to abide by its obligations, and to pay invoices in accordance with the terms stated on any invoice.

4.2 Billed amounts shall be due and payable on completion of the work set out in the specification document and or payment plan. If payment is withheld the Service provider shall be entitled to charge interest on overdue amounts from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of the

Bank of England. Furthermore, this will result in the immediate termination of the project and this agreement.

4.3 A 50% deposit payment is required to be paid on booking. This first payment is a non-refundable deposit. At a minimum the Client agrees that the deposit cost fairly compensates the Service Provider for committing to provide the services and the requirement of turning down other potential projects and clients within the agreed time frame. Therefore as a direct impact of the clients actions the Service Provider Would result in a substantial loss in time and earnings.

4.4 The remaining 50% and final payment plus any additional project costs, variation to contract costs or additional services will be required upon completion of the accepted work and due prior to the transfer of website ownership.

5. SCOPE OF WORK

5.1 Hosting and domain name set-up: If Hosting and domain name services are required and purchased. The Service Provider will set-up the domain, email accounts and domain on the website. Maintenance of the account will fall to the Client upon project completion unless a care plan service has been purchased by the client.

5.2 Content Control: If the client does not instruct the service provider to create the content and the client is providing the content, then the client is responsible to

5.3 Website Design and Development: The Service Provider is responsible for the design of the website and site build on the Platform, WordPress. There will be a period of revisions, development will begin once the client has signed off on the design. Once development has started, only minor changes and revisions can be made without affecting the scope of the project. provide the service provider with all website content. This includes all text, images and videos. The Client is responsible for providing the Service Provider with all website content by any agreed date. Content should be delivered in Microsoft Word, Google Docs, Email or similar document with clear headers. All Pages should have the same titles as the agreed website pages.

5.4 Proofreading: The client is responsible for proofreading the website content.

5.5 Deliverables: The Service Provider will deliver the following, account and login information, website deployed on the requested domain, A back-up copy of the website, A reference document outlining how to make updates to the site.

5.6 Failure to Supply Content: All content should be supplied no later than 3 days before the project is due to commence. If the Client fails to provide the service provider with the required information, website content and media files, the Service Provider reserves the right to close the project and terminate the agreement and the balance remaining becomes payable immediately. materials shall be required only to conform to the specification in the Specification Document.

5.7 Client and Third-Party Alterations: The Service Provider cannot accept responsibility for any alterations caused by a third-party occurring to the clients pages once installed. Such alterations include, but are not limited to additions, modifications, or deletions.

5.8 Amendments: The Client will be provided with two rounds of amendments at no extra charge, as long as the changes requested do not substantially alter the original project scope, nature or purpose; and as long as you have not already given us your final approval for the piece of work concerned. The Client will receive two refinement rounds and the opportunity to sign off their final website design before the remaining invoice is sent to ensure they are satisfied with the finished design.

5.9 Cancellations/Rescheduling: Cancellation or Rescheduling requests must be made in writing, at least one week before your project start date. Cancellation does not affect any benefit or right that you or us become entitled to beforehand. Your deposit remains non-refundable and a 50% rescheduling fee may be required to re-book your design slot.

6. COPYRIGHT

6.1 The Client retains the copyright to data, files, and graphic logos provided by the Client, and grants The Service Provider the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting the Service Provider permission and rights for use of the same and agrees to indemnify and hold harmless the Service Provider from any and all claims resulting from The Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by The Client to the Service Provider that all such permissions and authorities have been obtained.

7. DESIGN CREDIT

7.1 A link to the Service Provider will appear in either a small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If the Client requests that the design credit be removed, a nominal fee of 10% of the total development charge will be applied. The Client also agrees that the website developed for the Client may be presented in the Service Providers portfolio and across the Service Providers social media platforms for marketing purposes.

8. PRIVACY AND CONFIDENTIALITY

8.1 Confidential information refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and/or where the release of Confidential Information could reasonably be expected to cause harm to the Client. The Service Provider agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which The Service Provider has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during this project and will survive indefinitely upon termination of this Agreement. All written and oral information and materials disclosed or provided by the Client to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement.

9. LIABILITY AND INDEMNIFICATION

9.1 Indemnity: All of The Service Providers services may be used for lawful purposes only. You agree to indemnify and hold The Service Provider harmless from any claims resulting from your use of our service that damage you or any other party.

9.2 Liability: The Service Provider hereby excludes itself, its Employees, and or Agents from all and any liability from: Loss or damage caused by any inaccuracy, Loss or damage caused by omission, Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the website, Loss or damage to clients' artwork/photos supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise. The entire liability of The

Service Provider to The Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

10. WARRANTY

10.1 The Service provider warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality confirming to generally accepted industry standards and practices.

11. TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

11.1 The other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so.

11.2 The other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

11.3 In the event of any such termination, The client will be required to pay for the work completed at a prorated rate. As per the client's obligations set out in this agreement.

12. INDEPENDENT CONTRACTORS

The Service provider and the Client are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Service provider may, in addition to its own employees, engage subcontractors to provide all or part of the services being provided to the Client and such engagements shall not relieve the Service provider of its obligations under this Agreement or any applicable Specification Document.

13. NO THIRD PARTIES

This Agreement shall not create any rights which are enforceable by anyone other than the parties to it.

14. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the United Kingdom.