

## Terms & Conditions - Web Design and Development.

The following terms and conditions apply to all website development / design services provided by Mark Keenan Design., hereby referred to as the 'Company' to the 'Client'. They should help us when we work together, and this document should provide the terms between us. The terms are primarily for web design projects but also include web hosting, domain names etc.

### Acceptance:

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. Acceptance can be verbal, by email, payment of initiation or signing a quote therefore the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully.

### Before the work starts:

1. A specification is agreed before any work on a project starts. This will be decided together and will be determined before a price is given for the project. If the Company provide you with an estimate for work before a full specification is provided, this is only an estimate. The price may change when the full specification is decided. A full specification would normally need all website content to be provided and the functionality agreed.
2. All estimates / quotes are based on our understanding of your requirements and as per given time-frame. Please ensure and clarify our understanding in a face to face meeting. When such details are not provided, we will proceed with our understanding of the requirements and quote accordingly. At a later stage, if any complexity related to specific tasks or discrepancy arises, it may lead to additional costs to accommodate the changes and will not be liable by the Company. We operate in good faith and rely on our clients to disclose the full picture at the time of quotation. Therefore, it is essential that you clarify every aspect of your website development and ensure that you have been quoted on the right requirements.
3. After a specification is agreed, a price and estimated start and completion date will be provided to the Client (providing deposits are paid on time).
4. A deposit of 50% is required with any project before any design or development work will be carried out.
5. Website content and all related materials need to be provided to us within the first two weeks of starting the project. Any delays thereafter may delay the project and may incur additional charges if it goes beyond reasonable timeframe. The Client agrees to make available as soon as is reasonably possible to the Company, all additional materials required to complete the site to the agreed standard and within the set deadline.

### Payments and deposit:

1. Unless agreed otherwise with the Client, all website design services require a minimum of 50% deposit of the project quotation total before any work is started or supplied to the Client for review.
2. A second charge of 25% is required after the development stage and must be paid once the client has had the opportunity to provide project reviews, or if project development has reached a considerable milestone deemed by the Company.
3. The remaining payment of 25% of the project quotation total is due upon completion of the work, prior to upload to the server or release of materials. It must be paid within 7 working days of the Company involvement in the project being complete.
4. All invoices are to be paid on the invoice date unless otherwise stated.
5. Initial payments/deposits on all service e.g. website design, logo design etc are non-refundable.
6. The deposit is only refundable if no work starts.
7. If the client decides they no longer require the website or materials, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non-payment will result in legal action being taken if necessary.
8. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices.
9. Client agrees to reimburse the Company for any additional expenses necessary for the completion of the work. Examples include purchase of special fonts, stock photography etc.

### Cancellations and termination:

1. To cancel your account, you must contact the Company. Any payment due within that 7 day period may still be charged and is not refundable.
2. Should payments remain unpaid we will write to you giving notice to pay. If payment is not made within that time-frame a final £25 late payment fee will apply and may result in your contract and website being removed. The case may be referred for collection through the courts.
3. Your cancellation is not confirmed until we contact you to confirm so. This is to ensure we have received your request and the account has been closed.
4. You can cancel your account while your website is being built and only forfeit the non-refundable deposit payment. If, however you wish to cancel once your website development and reviews have been produced, you will then be liable for the full balance of the website build and any other fees accumulated during the build process.

5. If payments due are not received on schedule by the Company or our nominated agents we reserve the right to suspend, withdraw or cancel services.
6. If you have received a discount or promotional extra as part of your package and wish to cancel during any of the phases prior to, and up to completion of your package, any outstanding balance will be calculated based on the full cost of all items without discount or promotions applied.
7. Reactivation of closed accounts through cancellation by the client or automatic cancellation due to non-payment, will be subject to £50 reactivation fee.
8. Once an account is closed, we provide no guarantee that the service can be restored as data from inactive accounts is purged from our databases periodically.
9. Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on the Company Web space, the Company will, at its discretion, remove all such material from its web space. The Company is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Client's account will remain in default until full payment is received. Clients with accounts in default agree to pay the Company reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by the Company in enforcing these Terms and Conditions.
10. Termination of services by the Client must be requested in a written notice by email or post 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.
11. Should a payment such as a hosting payment become very overdue e.g. over 20 days and we have tried to contact you more than once regarding this overdue payment, we reserve the right to close the account. Any deposit payments will be forfeited.

#### Charges and additional expenses:

1. Once a project has been officially approved and delivered, any website changes after this time, which includes additional development or maintenance work will be chargeable. The Company at our discretion may provide minor changes to text free of charge (F.O.C) as a good will gesture but reserve the right to issue a new quotation of all additional work.
2. Features of ongoing packages do not roll over. Any allowances expire at the end of the given period and are chargeable for continued use beyond such time. This may include third party plugin licence fees, SSL certificates, software fees, updates etc.

#### Development and completion date:

1. The Company will make every effort to complete the project / changes in the given timeframe. Reasonable delays are accepted if functionalities are redefined or modified.
2. Turnaround times are estimates based on average past performance unless otherwise indicated.
3. Reference start dates for calculation of turnaround times start from the first working day after we would be able to start the project.
4. The Client agrees to delegate a single individual as a primary contact to aid the Company with progressing the commission in a satisfactory and expedient manner.
5. The Company will make every effort to meet the agreed completion date. Sometimes, circumstances change and if for any reason we cannot meet the agreed completion date we will endeavour to notify you within two (2) weeks.
6. If, for whatever reason, the Client would like to move the completion date to an earlier time than agreed, a "rush fee" will apply. This will be agreed if deemed possible due to current workload and client priorities, before the rush work is started.
7. In addition to testing and checks that the Company carry out, it is the client's responsibility to check over the finished project.

#### Client review and failure to provide required content:

1. Any delays at client's end, may delay the project and proposed timeframes and may incur additional costs.
2. To remain efficient, the Company must ensure that work we have accepted is carried out at the scheduled time. Therefore, we ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to terminate the contract and any payments for work completed will not be refunded.
3. In the unlikely event that a website build takes longer than three (3) months where the delay is largely due to a client's failure to provide required information and we have requested multiple times for that information we may request and require the outstanding balance of any invoice for that service to be paid in full.
4. If you require the project to be put on hold, please advise us in writing in advance. To put the project on hold without incurring additional charges, we will need the account to be up to date based on the work done. Further details can be discussed if such a situation arises.

5. The Company will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies the Company otherwise within ten (10) days of the date the materials are made available to the Client.
6. Any additional work or modifications outside of Client review period, requested on an already completed task, during the development or after the Go-Live approval deemed as extensive re-design will incur additional charges. All additional work, over and above the estimates is charged separately. Under no circumstances will the Company be liable for any delays caused by change in the project brief.
7. If you agree to provide us with the required information and subsequently fail to do so within two (2) weeks of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately.
8. Text content should be delivered as a Microsoft Word, email (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.
9. Using our content management system, the Company provide you access to keep your content up to date. We can provide 'introductory website training' to give the client the basics to get up and running. Brief Telephone support will be available to provide advice, but if deemed excessive will be chargeable, equally any maintenance work carried out by the Company will also be chargeable.

#### Web browsers and responsiveness:

1. Website development is created primarily on Chrome and tested on PCs and include near recent versions of following browsers: IE, Firefox, Chrome & Safari. If you require testing to be done on any other browser, please let us know in advance.
2. Client agrees that the Company cannot guarantee correct functionality with all browser software across different operating systems.
3. The Company cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, the Company reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.
4. Responsive / multi-device compatible web pages are tested on emulated devices with preference to latest device models. If you require testing to be done on any other device, please discuss it in advance.

#### Domain names:

1. Domain names are registered by the Company on your behalf.
2. Domain names specified when signing up are not confirmed until your site goes live. Availability checker is only an indication of potential availability and is in no way a guarantee. There may be circumstances that mean we are unable to secure a requested domain name. Under these circumstances we will only be liable to register an equivalent price domain name at the Client's request.
3. Domain name which the Company register for you can be a .com, .co.uk, .org.uk or .org. Other top-level domains may incur additional fees which we will inform you of before registering them.
4. Domain names we hold can be transferred away. Transfers will only be commenced after any outstanding account balance is cleared and required transfer details provided.
5. Domains which you have registered externally can be transferred to us or pointed to our servers. We will assist in the configuration of one (1) domain externally, for additional domains we may charge to cover the configuration time. On some occasions we will not be able to configure external domains but in those instances, we will provide you with the information you will need to ask your current provider to make the required updates.
6. Additional domain names transferred to us or requested, will increase your ongoing fee by the equivalent of £2.50 a month in the case of the standard top-level domains or more for non-standard domains. For non-standard domains we will inform you of the costs.
7. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of the Company. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

#### Hosting:

1. In the rare event of server downtime, we will compensate on request one days hosting up to a maximum of one month's hosting.
2. If your website is not hosted on the Company servers, any additional man-hours that may be required due to any server or network related issues, are not covered in our quotes and may be charged separately. We may also refuse to support any issues not related to the Company.

#### Web hosting costs:

1. Web hosting is payable monthly. You must notify the Company by email to cancel. No refunds are given if hosting is cancelled.
2. Web hosting accounts will be suspended a week after the invoice is due if payment has not been received. This means that a website won't be visible to visitors. It can be restored on full payment of the invoice.

3. Domain and hosting renewals fall due on the renewal date. Any cancellation or change to those services must be received in writing or by email before the renewal date. If you cancel your account, no refunds will be made.

#### Email accounts

1. Email accounts provided with website packages are provided through a webmail interface. If you wish you can use another email service with your website although the Company will not be responsible for setup or downtime.
2. To protect your privacy, we never distribute your name or email address to any third parties. Users must not participate in any form of un-solicited bulk emailing or spam. If you have a legitimate requirement to bulk email you must contact us first.
3. The Company can provide email settings to the Client, but If you require assistance from the Company then email setup on client's devices such as mobiles, tablets and laptops is chargeable and will be carried out on Company premises.

#### Your web space:

1. You may not store more data in your account than reasonably acceptable.
2. Your virtual server (including FTP access to it if required) is for your use only. You must not divulge the password to any other person, and you should take reasonable precautions to ensure that it is not discovered by other people.
3. Data stored on our servers is not guaranteed to be backed up, however backups are made daily, and often older versions of files (since deleted) may be available up to the limit of one (1) month. A charge may be made for recovery of file(s). It is recommended that you keep an independent backup of all data stored on your web space.

#### Miscellaneous terms:

1. We reserve the right to use all designs produced during the production process in our portfolio of work.
2. If commissioning an ecommerce website, please note that we do not add all your products due to time constraints when building your site. We will add the first three (3), or one (1) in up to three (3) categories as an example of layout. The Client will have access to continue adding additional products as per examples.
3. For Ecommerce websites the Company only integrate with PayPal and Stripe payment gateways. The Client may choice to integrate with another payment gateway. As part of your setup the Client may need to configure elements of the integration within the respective gateway's systems. We will provide guidance as to any changes that need to be made however support for specifics within those systems must come from the gateway themselves. We can sometimes make the changes on your behalf but reserve the right to charge a small

fee for this and can't guarantee successful integration.

4. Stock images we provide are for use on your website only and allowances as part of your package and / or add-ons expire once your website is launched.
5. Unless otherwise stated, offers cannot be used in conjunction with other promotions.
6. If your package includes SSL security, the feature must be requested during the build of your website. Requests to add this after the launch of your site will incur a setup fee.
7. It is your responsibility to set up your own social media personal accounts. Social Media setup is not required if you already have business pages / accounts set up and just want the Company to link to them from your new site.
8. Depending upon the functionalities required, there may be components such as Third-Party Payment Gateways or SSL certificates involved in building a website. Although the Company does its best in recognising the suitability of any such component, any unforeseen limitations of third-party components are beyond our control. Any third-party component purchase costs (such as SSL, payment gateway, plug-in licenses etc.) are not included in our quotes.
9. The Company takes no responsibility of any open source products such as WordPress, Open Source carts, plugins etc. It is client's responsibility to update all components and third-party software's. We suggest you take regular back-ups to avoid any disruptions.
10. Websites the Company design can be developed / include tools to be SEO ready. We can provide the client with the capabilities to manage their own SEO package as they see fit, but the Company will not actively configure SEO unless otherwise stated in official quotations as a chargeable extra. The Company will not be held liable for, nor will we ever guarantee ranking or placement in search engines as we have no direct control over such algorithms.

#### Content writing:

1. Content writing per page fee includes a maximum of 500 words per a page. Longer pages will be charged as a multiple of the per page fee.
2. The Company will endeavour to check the content we produce as part of our content writing service for errors in terms of grammar, spelling and factual accuracy however the ultimate responsibility for these elements will fall on you the client. We accept no responsibility for errors once published.
3. The Company do not proof read any content you provide for your website. We accept no responsibility for errors.

#### Post-placement and client alterations:

1. The Company cannot accept responsibility for any alterations caused by a third party occurring to the Client's website. Such alterations include, but are not limited to additions, modifications or deletions.

#### Design credit:

1. A small "Design – Mark Keenan Design.", link will appear in either small type or as 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. This helps us promote our services. We may remove this on request however a fee of will be applied. We also reserve the right to change the phrasing or graphic at any time. The Client also agrees that the website developed for the Client may be presented in the Company's portfolio.

#### Legal and indemnity:

1. The Client will be held responsible for, and accept responsibility for, any defamatory, confidential, secret or other proprietary material available via your web site or email. We reserve the right to remove material deemed inappropriate from your web pages, without prior notice. The Company do not allow their servers to be used for any illegal purpose.
2. All Company services may be used for lawful purposes only. You agree to indemnify and hold the Company harmless from any claims resulting from your use of our service that damages you or any other party.

#### Copyright:

1. The copyright and observation of other third party copyrighted material is the responsibility of the contracted client and not that of the Company. We retain the right to include the produced work in our portfolio.
2. We retain the copyright on all materials produced e.g. logos, website designs, business cards until the entirety of the package signed up for is paid for. Once this is done, copyright of any design work is transferred to you.
3. The Company cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.
4. The Client retains the copyright to data, files and graphic logos provided by the Client, and grants the Company 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 Company permission and rights for use of the same and agrees to indemnify and hold harmless the Company 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 Company that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

#### Liability:

1. Mark Keenan Design. hereby excludes itself, its Employees and or Agents from all and any liability from:
  - A. Loss or damage caused by any inaccuracy;
  - B. Loss or damage caused by omission;
  - C. Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
  - D. Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.
2. The entire liability of the Company 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.
3. We shall not be held liable for any loss or damages caused by the use or misuse, unavailability or removal of services. When your account is closed, all files (including web pages) will be deleted. We reserve the right to cancel your account at any time without notice.
4. The security and wellbeing of our staff is of paramount importance. Abusive behaviour such as swearing or threatening a member of our team will not be tolerated. Should behaviour of this nature occur we reserve the right to terminate your contract with the full forfeit of any monies paid to date. We are always happy to and wish to address any concerns you have however this should be done in a mutually respectful manor.

#### Severability:

1. In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid,

#### Amendments:

1. These Terms and Conditions may be amended and updated at any time without notice, also these Terms and Conditions supersede all previous representations, understandings or agreements.