

These Terms and Conditions relate to evolution Web Design

**1. Contract:**

The client's approval for work to commence shall be deemed a contractual agreement between the client and Evolution Web Design (EWD). 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. Evolution Web Design Intellectual Copyright:**

Evolution Web Design holds intellectual copyright of any material, including source code and original images created for the client until payment of the final invoice. At this time we will transfer this intellectual copyright to the client.

**3. Clients Responsibilities with Regard to Copyright:**

In situations where the client provides images, text, animations, layouts or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright. All digital and non-digital materials supplied by the client to Evolution Web Design for project development must be, either owned by the client or given copyright permission for publication. Evolution Web Design is not responsible for copyright infringements found on these materials. Certain images provided by Evolution Web Design may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a website. The licence may not permit them to 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. Evolution 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 this will incur a £10 admin charge to the client.

**5. Search Engine Promotion:**

If Search Engine Optimisation has been agreed as part of the contract the client must be aware that Evolution Web Design is not responsible for ongoing 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 optimise your site initially for this by making it search engine friendly, it is impossible to make any guarantees on ranking position.

**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. Termination**

7.1 If you fail to pay any sums due to us as they fall due, we may suspend the Services and/or terminate this Agreement forthwith without notice to you.

7.2 If your website files or scripts stored on one of our servers causes, or evolution Web Design staff believe that they cause noticeable and detrimental reduction in service for other uses, then we may immediately suspend your Web Site.

7.3 If you break any of these terms and conditions and you fail to correct the breach within fourteen (14) days following written notice from us specifying the breach, we may terminate this Agreement forthwith upon written notice.

7.4 If you are a company and you go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors, we shall be entitled to terminate this Agreement forthwith without notice to you.

7.5 On termination of this Agreement or suspension of the Services we shall be entitled immediately to block your Web Site and to remove all data located on it. We shall be entitled to delete all such data but we may, at our discretion, hold such data for such period as we may decide to allow you to collect it at your expense, subject to payment in full of any amounts withstanding and payable to us. We shall further be entitled to post such notice in respect of the non-availability of your Web Site as we think fit.

7.6 The contract shall commence on the commencement date and continue for the Service period and thereafter shall remain in force and effect unless terminated by (1) months written notice by either party subject to the client not being entitled to give notice of termination until expiry of the Service period.

**8. Limitation Of Liability**

8.1 All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded.

8.2 Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.

8.3 Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services that are the subject of any such claim.

8.4 In any event no claim shall be brought unless you have notified us of the claim within 3 months of it arising.

8.5 In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

**9. Failure to Provide Required Website Content:**

You must ensure that we are not delayed as a result of late delivery of the material and content required to complete your website. This is why we ask that you provide all the required information in advance. On any occasion where we are delayed because you have not provided this information, we reserve the right to impose a surcharge of 25% of the total cost of the work. Also, if your job involves Search Engine Optimisation, we need the text content for your site in advance so that the SEO can be planned and completed efficiently. If you agree to provide us with the required information in advance and subsequently fail to do within four weeks of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. This will not be a problem provided that you do not give us the go ahead to start until you are ready to do so.

10. Conceptualising:

Conceptualising is the process of producing website concepts for clients. Concepts can include site mock ups, graphics and design proposals. This clearly takes a lot of time and for higher cost websites it will be included. For low cost sites (say below £1000) you should be aware that (unless previously agreed) only one concept is possible. You should therefore ensure that you let us have your preferred colour scheme and design requirements beforehand. If you don't do this we will design the website appropriately. If it is not to your taste we may not be able to rework the website without additional charges. This is why it is often best to show us another website that you like as an example of what you require.

11. Open source software.

We do not charge customers for open source software. If there is a charge for a website using open source software, you are paying for the installation and configuration time. Open source software is not owned by Evolution Web Design or our Client.

12. Third Party Products:

On occasions third party templates may be used on client's sites, usually on sites below £1000. This is so that the sites development costs to the client are kept low, and design time is kept to the minimum. The client should state on the initial meeting / conversation before any work is commenced by evolution Web Design if they object to third party designs being used on their site. Where third party products are used on a client's site, the client bears no right to exclusivity of the sites design.

13. Travel Time and Travel Expenses:

Travelling time to and from customer premises is not generally included in our estimate. Evolution Web Design reserves the right to make a charge for travelling time at our current hourly rate. Likewise EWD reserve the right to charge for travelling expenses based on 45p per mile. (NOTE: There will be no charges for travelling time or expenses incurred during the quotation process, i.e. before you give your approval for work to commence.)

14. Quotations:

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 there will be additional charges.

15. Payment:

An advance fee of 35% of the total cost of the project is required before work can start. Clients should only pay this advance fee if they agree to our terms and conditions. Payment of the advance will be taken as agreement. The remaining 50% of lower estimated total when project has met client's aesthetic approval, and remainder of actual total upon delivery of the completed web site.

16. Payment - Refund Policy:

After work on a website commences advances are not refundable.

17. Payment Methods:

Unless otherwise agreed, payment is only accepted by cash, credit card (via Paypal), cheque or bankers draft / transfer in UK Pounds Sterling. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £35.

18. Payment by Credit Card:

Credit card payments are accepted via our Paypal electronic invoicing system. These payments are subject to a 4% surcharge and full payment is required in advance. (Your credit card should offer you purchase protection.)

19. Payment of Balance:

Invoices are only issued when clients accept that their website has been completed to their satisfaction. Payment of the balance is due immediately on completion of the website. We reserve the right not to launch a website until full payment has been received.

20. Late Payment 1:

Any websites previously launched may be removed if payment is not forthcoming. When this occurs an additional minimum charge of £50 will be required to have the site restored.

21. Late Payment 2:

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.

22. Future Support:

Your website will be handed over as a fully functioning, completed work. Unless it has been agreed beforehand Evolution Web Design is not responsible for any future support. Support can be provided upon request for an agreed fee. Your website is offered as a single contract and no guarantee of the availability of future support from Evolution Web Design is offered unless an ongoing support package has been agreed.

23. Future Site Problems:

Problems caused by malicious software, spyware, viruses and website hacking are a fact of life on today's Internet. It is highly unlikely that these will affect your website, and Evolution Web Design will endeavour to protect it from this as much as we can during its creation, but after the website is handed over we cannot be held responsible for problems caused by illegal activity or the actions of others.

24. Access to Client Hosting Space:

We may require ongoing access to our clients' hosting space to allow us to support and monitor their websites. This access is via a user ID and password combination, which the client may change after the website is handed over. If the client chooses to change the password we will no longer have access to the website and further support will not be possible. We cannot be held responsible for any changes made to the website by the client or the client's agents.

25. 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 current online trading laws and regulations. We 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. We can research this on the client's behalf upon request, but in any business where complex compliance issues may exist we recommend that the client takes legal advice from their company lawyer.

26. Validity of Quotation:

Unless otherwise agreed any quotation provided will be valid for 30 days from the date of receipt.

These Terms and Conditions are Copyright Evolution Web Design

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

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

Evolution 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.

The undersigned agrees to these terms on behalf of his or her organization or business. The undersigned represents that he/she is fully authorized to sign this agreement on behalf of the organization or business represented, and that he/she may be held personally responsible for any outstanding financial costs relating to this project.

WEBSITE Address: \_\_\_\_\_

COMPANY Name \_\_\_\_\_

CLIENT Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Clients Signature: \_\_\_\_\_

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