

TOTAL WEBSITE DESIGN

TERMS OF AGREEMENT – 20TH JUNE 2011

1. AUTHORISATION

The named client (hereafter referred to as the “Client”) is engaging Total Website Design, a sole proprietor, and independent contractor (hereafter referred to as the “Developer”) for the specific purpose of developing and/or improving a website to be installed on the Developers web space, or the Clients independently obtained web space.

Total Website Design is located at 67 Boundary Road, Worthing, Sussex, England. The Developers website lists their current guide prices, and the features and services available – learn more at www.totalwebsitedesign.co.uk

2. CHANGES TO TERMS

The Developer reserves the right to alter these terms at anytime, without prior notice or warning. All changes or modifications will come into effect immediately upon posting to them to the Developers website. In the unlikely event that the Developer is unable to fulfil part of a previous agreement – a refund or an alternative will be offered.

3. CHANGES TO PRICING

The Developer reserves the right to change their prices at anytime, without prior notice. The prices on their website are only "guide prices" and actual quotes may differ. All new and existing clients will be charged based on the most recent guide prices, shown on the Developers website. Services and features may also be altered at anytime.

Existing agreements and quotes will be based on prices applicable at the time of purchase, for the initial website development. However, the most up-to-date prices are immediately applicable to site management and ongoing costs – this includes, but is not limited to, the cost of additional pages, modifications or hosting for example.

4. WORKFLOW / DEVELOPMENT PROCESS

The total time to complete a project varies depending on the size and complexity of a website, and the speed at which the Client communicates and provides their content to the Developer; therefore no guarantees can be made.

- Consultation – the Client must provide their requirements and or specification to the Developer.
- Deposit – a 50% deposit is due before work commences, refer to “payment” section.
- Design draft – the Developer provides a screenshot as an estimation of the completed websites appearance.
- Content – the Client must provide all content necessary for completion within 20 days of purchase.
- Going online – the Developer obtains online features, such as a domain name, for the Client to use.
- Completion – the point in time where all services contemplated in this agreement have been fulfilled.
- Full payment – the remaining 50% balance, plus other costs, must be paid within 15 days of completion.

5. CONSULTATIONS AND COMMUNICATIONS

The Client must provide their business details, their requirements and or specification to the Developer. The Developer will only meet with or visit the Client, or designated representatives, at their own discretion. Face to face meetings are not essential for development, however they are recommended. No quote or consultation fees will apply unless stated in advance by the Developer. All advice given to the Client by the Developer is given in goodwill; the Client understands that the Developer cannot provide legal advice and that they are solely responsible for the resulting consequences of any decision made based on the recommendations or advice given by the Developer.

6. PAYMENT

A. PAYMENT METHODS ACCEPTED

The Developer only accepts cash, cheque, or PayPal as valid payment methods. The Client is responsible for ensuring that the Developer receives full, valid payment in a timely manner. Work will not commence until valid payment is received successfully. When payment is made by cheque, it must be written to "Andrew Rowland".

B. DEPOSIT

The Developer requires a 50% deposit to commence work. Alternatively, the Client can pay 100% up-front if they are able to do so. If the total cost is less than £55, full 100% payment is required in advance to commence work.

C. ADDITIONAL EXPENSES

Additional expenses are costs incurred by the Developer to obtain assets or services which were not included in the original agreement. The Developer must inform the Client of the cost prior to obtaining assets or services. The Client agrees to reimburse the Developer for any Client requested expenses, such as the purchase of photography, during the project. All fees and additional expenses incurred during the project must be paid within 15 days of completion.

D. COMPLETION

The Developer will inform the Client upon completion of the project. Full payment of the remaining 50% balance, plus any fees or additional expenses incurred, must be paid within 15 days of completion.

E. FAILURE TO PROVIDE VALID PAYMENT PROMPTLY

If any payment is not received from the Client when it is due, no further work will be completed until the necessary valid payment is received in full.

The Developer reserves the right to execute what they deem as appropriate actions to secure assets and or valid payment. This may include, but is not limited to: reclaiming work, designs, planning, content and files; removing features; changing the account passwords for facilities, such as Google Analytics or web hosting; taking a website, its files, and services offline; or legal action. If a payment delay is anticipated, the Client must alert the Developer to discuss potential problems in advance. Alternative arrangements may only be made at the Developers discretion.

7. FEATURES – DESIGN AND DEVELOPMENT

Unless otherwise stated – this agreement contemplates the creation of a website. Specific details of the agreement, and the features which are included, are outlined either on the Client’s contract or on a receipt/invoice.

F. SEARCH ENGINE OPTIMISATION (SEO)

This agreement contemplates the use of on-page SEO techniques to optimise the Clients website. This includes, but is not limited to: creating unique, accurate page titles; use of the “description” Meta tag; use of the “copyright” Meta tag; use of the “keywords” Meta tag; alternate image text; efficient URL structure; and other practices deemed necessary or appropriate by the Developer. No guarantees can be made regarding the effectiveness of this service.

G. CROSS BROWSER COMPATABILITY

Compatibility is defined as all critical elements of a page being viewable in multiple web browsers. Our agreement contemplates the creation of a website viewable by the most common web browsers. The website will be tested for compatibility using Microsoft Internet Explorer 9, Mozilla Firefox 5, and Google Chrome 12, unless otherwise stated.

The Client is aware that some advanced features online may require visitors to use a more recent browser version or plug-in. Different browsers and versions to those specified, such as Apple Safari and Opera, are highly likely to also be compatible; however, the Client understands that the Developer does not test on other browsers extensively.

H. CONTACT/ENQUIRY FORMS

This agreement contemplates the creation of 1 contact/enquiry form for the Clients website, unless otherwise specified. Contact/enquiry forms will allow visitors to enter information which will be sent to the Client via email.

I. PHOTOGALLERIES AND SLIDESHOWS

This agreement contemplates the inclusion of 1 photo gallery or slideshow for the Clients website, unless otherwise stated. All content, including photography, must be provided by the Client to the Developer promptly.

J. GOOGLE MAPS AND YOUTUBE EMBEDDING

Google Maps, YouTube videos, and other media or plug-ins may be embedded onto the Clients website. The Developer reserves the right to determine what is inappropriate and has the right to refuse to embed such content.

K. FACEBOOK AND SOCIAL NETWORKING

The inclusion of social networking plug-ins, such as the Facebook “like” button or the Twitter “tweet” button, can be included on each page of the website. Other plug-ins may be included at the Developers discretion.

L. OTHER DYNAMIC CONTENT OR FEATURES

Unspecified dynamic content or features may be included at the Clients request, at the Developers discretion.

M. SITE MANAGEMENT AND UPDATE SERVICES

After this agreement has been completed, the Developer is not required to update the Clients website without receiving additional payment. All content, files, designs and other, will remain online free of charge for 2 years.

Only the Developer may access the web host provider or the domain name account if they were provided free of charge for the Client. The Client is required to pay the Developer to update content or to modify the website.

8. CONTENT

N. TEXTUAL

All textual content (such as articles, products information, or other information) must be supplied by the Client. Textual content must be provided in Microsoft Office formats (such as ".doc", ".docx", ".xls" etc) or a PDF format.

2500 characters (excluding spaces) per page approximate a standard web page, having larger pages is to our discretion. If the client requests multiple pages of more than 2500 characters, these may be subject to additional fees for increased formatting time – for example, massive pages may be counted and charged as up to two pages.

O. GRAPHICAL

It is anticipated that the Developer will receive, from the Client, all the graphic elements necessary to complete the Client's website. This includes, but is not limited to: the company logo, ancillary images, photography and video.

The Developer is responsible for creating the websites design and layout – they are not responsible for creating content. This agreement does not contemplate the Developer purchasing any photography or graphics during development at the Client's request. The Developer may purchase additional content, photography or graphics on the Clients behalf; however these costs will be counted as additional expenses which the Client must pay for.

P. SUBMISSION METHODS

Submission of content of can be made: via email; on CD; on DVD; on a memory stick; via the Dropbox file sharing service; or by an agreed alternative method. The Client may only provide printed or hand-written content at the Developers discretion. The Developer reserves the right to refuse poor-quality, printed or hand-written content.

Q. FAILURE TO PROVIDE CONTENT PROMPTLY

The Client must provide all content necessary for the websites completion within 20 days of purchase. Full payment for the project (the total price, plus fees and additional expenses) is immediately due, within 15 days, if the Client fails to provide all necessary content for the websites completion within 20 days of purchase. The Developer may request the Client, or offer the option to provide, additional content after 20 days of purchase at their discretion.

9. FEATURES – ONLINE SERVICES

R. 2 YEARS FREE WEB HOSTING

The Developer will provide web space to host the Clients website for a period of 2 years, unless otherwise stated. The web hosting provider is a third party so no guarantees can be made as to the availability or interruption of this service by the Developer. The Developer 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. The Developer reserves 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 free hosting service should the necessity arise.

Only the Developer is authorised to access the web hosting account. Modifications and updates to the website, after the initial developments completion, must be paid for by the Client. It is not compulsory for the Client to use this feature – they may decline this offer, in which case they invalidate their entitlement to this free service. The Developer is not obliged to provide any additional services after the agreement is fulfilled.

S. ALTERNATIVE WEB HOSTING

If the Client already has a web hosting provider available to them, the Developer will only upload files to the host at their discretion. The Developer reserves the right not to offer, or to charge for this service, at their discretion. The Client has the right to secure web hosting independently – this requires no support from the Developer. To upload files to a web host owned by the Client, the Client must authorise the Developer to access the hosting account, and give them permission to upload files and modify all settings required for the specified development.

T. 2 YEARS FREE DOMAIN NAME

Websites created by the Developer include 2 years free domain name, unless otherwise stated. The Developer will secure 1 domain name requested by the Client under the following terms.

Only publicly available domains with a .CO.UK or .ORG.UK or .ME.UK domain extension are offered free of charge. The client understands that once a domain has been purchased – it cannot be renamed, modified, or refunded. It is not compulsory for the Client to use this feature – they may decline this offer, invalidating their entitlement to it. Should the Client desire a domain name with a different extension, .COM or .NET or .ORG or .BIZ or .INFO for example, this would be counted as an additional expense, for which the Client must pay the retail price in advance.

When registering a domain name, the Developer will serve as the registrant and will own and control the domain name. The Client will not have any ownership interest in any such domain name; however will have a limited, revocable, nonexclusive, non-transferable, non-assignable, license to use the chosen domain name exclusively for a period of 2 years, unless otherwise stated. If the Client has not provided full and valid payment timely, or upon postponement or termination of this agreement, the Client will have no further access to or use of the domain.

Yearly renewals of said domain, and all other charges incurred, outside of the initial 2 years free feature, are the responsibility of the Client. The Developer may offer to re-register the domain name on behalf of the Client, at their discretion, for an agreed sum – alternatively the domain will expire and will become available to the public. The Developer is not obliged to provide any additional services after the agreement is fulfilled.

U. DOMAIN NAME TRANSFERS

If the Client already has a domain name, the Developer will only coordinate redirecting the address to the new host at their discretion. The cost of domain name transfers is an additional expense and must be paid for in full by the Client in advance. The Developer reserves the right not to offer, or to charge for this service, at their discretion. The Client has the right to secure domain names independently – this requires no support from the Developer.

V. EMAIL ACCOUNTS

If stated, the Developer will create email accounts for the Client using their chosen domain name. Email accounts require a domain name and web hosting. The Developer will provide the necessary account details and basic instructions to assist the Client to setup email accounts on their computer. The Developer agrees never to access, or attempt to access, the Client's email accounts without specific permission in advance from the Client.

W. ELECTRONIC COMMERCE

The agreement does not contemplate the inclusion of ecommerce facilities unless stated. If included, PayPal Standard will be the provider used by the Developer for providing online shopping ecommerce facilities. The Client understands that PayPal Standard is a free service, without monthly or annual charges, which is not affiliated with the Developer. The Client understands that the Developer is charging for the ecommerce facility setup and integration into the website – not for the shopping cart software.

The Developer requires a PayPal Merchant Account setup in the Clients name to setup ecommerce features. The Client must provide the Developer with an existing PayPal Account and login details for the initial setup. If the Client does not have a PayPal account – the Client gives permission for the Developer to create a PayPal account on their behalf. The Client is responsible for adding their financial information, bank details, and or funds, to the PayPal Account. The Developer will never use your details or access your account without specific permission in advance.

After completion – any transaction fees requested by PayPal are the Clients responsibility. All finances, costs, outgoings, income, profits, losses, legal problems, and other issues relating to the PayPal account, or any other situation, are solely the Clients responsibility. The Developer has absolutely no obligation to resolve or pay for mistakes which are not their fault. The Client is solely responsible for problems caused after completion.

10. CLIENT AMENDS

The Developer encourages input from the Client during the design process, therefore the Client agrees that there will be no design changes after the basic layout has been confirmed and accepted by the Client. If significant page modification is requested after a page has been built to the Client's specification, it will be counted as an additional page, which much be paid for. Examples of significant page modification at the request of the Client include: developing a new table or layer structure to accommodate a substantial redesign; replacing more than 50% of the text to any given page; creating a new navigation structure or changing the designs graphics; or significantly reconfiguring the Client's shopping cart with new product, shipping or other calculation if ecommerce was included.

If significant modifications are requested by the Client, the Developer reserves the right to refuse such changes, or to charge additional expenses, at their discretion. However, reasonable changes will be covered during development.

11. LIMITED LIABILITY

The Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the web hosting service, or the Developers services. Abusive and unethical materials include, but are not limited to: pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy. The Developer reserves the right to determine what is and what is not inappropriate. The Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material or use of those materials.

12. INDEMNIFICATION

The Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the Developer's development of the Client's website. This includes liabilities asserted against the Developer, its subcontractors, its agents, its Clients, servants, officers and employees, that may arise or result from any product sold or service provided by the Client, its agents, employee or assigns. The Client also agrees to defend, indemnify and hold harmless the Developer against liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's website. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organisation, or business.

13. LAWS AFFECTING ELECTRONIC COMMERCE

The Client agrees that they are responsible for complying with the laws, taxes, and tariffs related to ecommerce, and will hold harmless, protect, and defend the Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's use of electronic commerce.

14. COPYRIGHT AND OWNERSHIP

The Client represents to the Developer and unconditionally guarantees that any content, text, information, or graphics furnished to the Developer for inclusion in the Client's website are owned by the Client, or that the Client has permission from the rightful owner to use those elements, and will hold harmless, protect, and defend the Developer and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client. Each party is responsible for ensuring that content which they provide can be used legally.

Copyright to the finished assembled work of webpage's and graphics produced by the Developer, specifically for the Client, shall be vested with the Client upon full, valid final payment being received by the Developer.

However, the Developer retains the right of ownership to custom designed graphics created by the Developer, source code, files, text, and any other program specifically designed or purchased on behalf of the client for the completion of this project. Use of graphics or source code produced by the Developer for any purpose other than the purpose of the web site being designed, is not permitted.

All work and assets remain property of the Developer until full payment is received, including payment for additional expenses and fees if applicable. All content provided by the Client, including textual and graphical content, will

always remain property of the Client, unless otherwise stated, however the Developer receives ownership rights to store, backup, and archive such files. The Developer reserves the right to permanently store a copy of the completed website as a record of achievement. This copy may be shown to other Clients to demonstrate the Developers work. Full-size screenshots of the website and its content may be shown on the Developers website.

All unused designs, layouts, graphics, coding, other files, and ideas remain the property of the Developer at all times. The Client has the right to view and temporarily store draft designs, completed designs, graphics, ideas and planning created by the Developer; all of which must be returned, if requested, and then deleted if they were not included in the completed website development. The same applies if the agreement terminates or if the Client fails to pay fully. After the Developer receives full payment from the Client – the Client may receive ownership of the completed assembled websites files (such as HTML, CSS, graphics, and content). Planning remains property of the Developer.

Additional ownership and usage terms of features, such as domain names, are stated in the “Features” sections.

15. OUTSOURCING

The Developer reserves the right to outsource work to other businesses and or freelance individuals. The Developer warrants all work completed by subcontractors for this project. The Developer will be responsible for paying for such assistances. The Developer must ensure that all parties involved acknowledge and agree to respect these terms of agreement; including, but not limited to: copyright, indemnification, limited liability, ownership, and nondisclosure.

16. DESIGN CREDIT

The Client agrees that the Developer may place a byline (accreditation) on the bottom of every webpage – establishing design and development credit. The Client agrees not to remove, hide, or discredit said byline. The Client also agrees that the website created for the Client may be included in the Developer's portfolio.

17. NONDISCLOSURE

The Developer, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential information to any third party. Likewise, the Client agrees that it will not convey any confidential information obtained regarding the Developer to another party.

18. COMPLETION

The Developer and the Client must work together to complete the website in a timely manner. An anticipated project completion date can be outlined in discussion, or on the Clients contract, however the Developer will not be held responsible for miscalculations of this timeline. The Developer will provide the client with a website address, so that the Client can continuously view the progress of the project.

19. TERMINATION AND REFUND POLICY

In the event that the work is postponed or cancelled at the request of the Client, is cancelled due to other factors caused by the Client which are unacceptable and makes fulfilment of the agreement basically impossible, or cancelled because the Developer was misled and or has not been provided with the necessary details or content in a timely manner – the Developer shall have the right to retain the original deposit. In the event this amount is not

sufficient to cover the Developer for time (approximately £10 per hour) and expense already invested in the project, additional payment will be due from the Client.

Unforeseen or sudden termination or postponement of a project, declared by the Developer, must have sufficient reasoning – examples of such include, but are not limited to: illness or accident which makes it impossible for the Developer to work; illness or accident which could significantly affect the Developers quality of work; bankruptcy; legal action either related to the Client, or action which may affect the project. In this situation, the Client must be informed of the termination or postponement, and the reasoning for it, by either the Developer or their designated representatives. In this situation, the Client accepts that they are not entitled to compensation from the Developer and that the maximum refund which they may receive is the full sum, 100%, at the Developers discretion. If and when the Developer is able to continue the project – the Client will be informed of the options available to them. Services may be offered as an alternative to a cash refund; for example: additional web pages or web hosting.

No refunds are given on services stated as “free”, “free of charge”, “complimentary” or of a similar description. Note that the Client will only receive the ownership of any assets, which they have paid for, after the conditions and quantity of any refund are agreed by both parties.

20. ENTIRE UNDERSTANDING

This agreement, and any additional terms or appendices attached, thereto constitute the sole agreement between the Developer and the Client regarding this project. Specific details of the agreement, and the features which are included, are outlined either on the Client’s contract or on a receipt/invoice.

This agreement becomes effective immediately when the Client pays the deposit, or any financial payment, for a project to the Developer. The recognition and acceptance of these terms can be evidenced by both parties signing this document; however failure to sign the document does not invalidate the agreement. It is the spirit of this compulsory agreement that this will be a mutually beneficial arrangement for the Client and the Developer.

The Client hereby agrees to these terms when they engage Total Website Design as an independent contractor for the specific purpose of developing and/or improving a website project. The Developer also agrees to these terms.

Both parties warrant that they have read and understand the terms set forth in this agreement. This agreement shall be governed and construed in accordance with the laws of the United Kingdom.

Signed on behalf of the Client: _____

Print name: _____

Date: _____

Signed on behalf of the Developer: _____

Print name: _____

Date: _____