

# Acer Web Design

A.Forrest, Trading as Acer Web Design Tel: +44 (0) 7855 039165  
117 Cornbrash Rise, Hilperton, Trowbridge, Wiltshire, BA14 7TS

## Terms and Conditions 2010.

**Acer Web Design is a trading name of Mrs Alison Forrest of 117 Cornbrash Rise, Trowbridge, Wiltshire, BA14 7TS.**

**The word "Client" means the business, company, organisation or individual who has requested the professional services of Acer Web Design. The terms "we", "us" and "Acer", refer to Acer Web Design and it's subcontractors.**

**By accepting an estimate or making a payment of invoice to use the services supplied by Acer Web Design, the Client agrees to understand, accept and be legally bound by the terms and conditions of this agreement.**

### 1. Prices

All prices are calculated on an individual basis, subject to viewing a final brief.

### 2. Consultation

1 hours free, no obligation consultation is supplied by Acer Web Design to all prospective Clients. Please note there will be no charges for travelling time or travel expenses incurred during this time. Once the project has commenced Acer Web Design reserve the right to charge for travelling time to and from Clients premises at our current hourly rate and travelling expenses at 45p per mile.

### 3. Rates

Standard Rate: £10/hour plus costs where applicable.

### 4. Payment

**Please note that payment for website hosting/domain name purchasing/registration and the fee for searching for suitable web hosting and domain name/s is payable in advance.**

#### **Payment Schedule For Web services costing less than £100:**

The Client agrees to pay Acer Web Design the total of the estimate upon instruction from the Client to proceed with the agreed project.

#### **Payment Schedule For Web services costing over £100:**

One-third of total web development fee invoiced and due before work begins. A second, one-third invoiced when page designs are completed. Remaining balance, adjusted for any changes, invoiced upon delivery of working website to testing server. All invoices are Net 10 Days.

### 5. Payment Methods and Late Payment

Unless otherwise agreed, payment is accepted by standing order, cheque or bankers draft 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.

Cheques should be made payable to A. Forrest. Accounts that have not been settled within 14 days of our final reminder may incur a late payment charge of 10% of the amount outstanding. You may also be charged statutory interest.

### 6. Quotation and Estimates

Quotations and estimates are valid for 14 days from date of issue. Should the Client decide that changes or additional services are required after work on the project has commenced there may be additional charges.

## 7. Cancellation

The Client may request cancellation of a project in writing by email or postal mail. 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. Where web hosting has been arranged and set up by Acer Web design, the Client accepts the cancellation terms and conditions of the web hosting company. The work will be saved to a disc and posted to the Client, please note there may be a charge for this. Copyright of the assembled work will be assigned to the Client.

## 8. Email and Telephone Support and Consultation

Email, telephone and general support will be reflected in estimate for all websites.

## 9. Copyright of the Assembled Website

Acer Web Design holds intellectual copyright of the assembled website until payment of the final invoice. At this time Acer Web Design will transfer the intellectual copyright of the assembled website to the Client. For websites costing less than £500, intellectual copyright of the assembled website will be transferred to the Client upon completion of the project. Copyright of individual pieces of content remains with the owner/creator at all times.

## 10. Copyright of Submitted Content

In situations where the Client provides images, text, animations, layouts or any other content, they are legally responsible for ensuring that this material does not infringe any copyright rules. The Client must have permission from the owner to use such material on their website. The Client agrees to protect and defend Acer Web Design from any claim or suit that may arise as a result of the Client supplying any material for content which infringes copyright law.

## 11. Submitted Material

The Client agrees to send **final text and content** for the project either by email attachment, disc or digital memory stick with jpeg. or .doc extensions. **DO NOT SEND ANY CONTENT UNTIL YOU ARE COMPLETELY SURE THAT IT IS THE FINAL VERSION.** When sending content for the contracted project, the Client agrees to list and describe all files, giving filenames, alternative text and clear instructions as to it's purpose and positioning. We are happy to scan documents for you if required (additional service charged at the hourly rate).

### **Acer Web Design Reserves The Right To Decline The Following**

Any media which is unlawful, inappropriate, contains a virus or hostile program, constitutes harassment, racism, violence, obscenity, harmful intent or spamming, media which constitutes a criminal offence, infringes privacy or copyright and any media which links to websites that contains the above.

## 12. Failure To Provide Required Content on Time

You must ensure that Acer Web Design are not delayed as a result of late delivery of the material and content required to complete your project. The Client accepts that late delivery of content may delay the completion of the project. The Client agrees to protect and defend Acer Web Design from any claim or suit that may arise as a result of the Client failing to supply content on time. 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. We reserve the right to close the project and the balance remaining becomes payable immediately if the Client continually fails to supply content on time. Please do not give us the go ahead to start work until you are ready to do so.

## 13. Conceptualising

The cost of conceptualising will be reflected in the estimate.

## 14. Alterations

The Client agrees to send **final text and content** for the project. Any alterations requested by the Client after an agreement has been made between Acer Web Design and the Client will involve additional costs, terms and conditions. The Client understands that any such amendments may delay the completion date for the project. Acer Web Design reserves the right to request payment before commencing work on further alterations.

## **15. Artwork**

Unless otherwise agreed, any artwork produced by Acer Web Design for the Client's project, including (but not limited to) logos, headers, layouts and designs, may only be used on the project for which they were created. The use of such content for other purposes and in other areas, e.g. For printed material, brochures, letter headings etc. involves consent from Acer Web Design and will incur additional fees, terms and conditions.

## **16. Stock Photography/Media/Images**

The use of stock photographs, media and images are subject to separate terms and conditions that the Client must agree to. Such content may only be used on a website. Extended licences may be needed if the Client intends to use such content for any other purpose e.g. for a printed brochure. The Client agrees to protect and defend Acer Web Design from any claim or suit that may arise as a result of the Client using the supplied media and content for unauthorised purposes.

## **17. Design, Construction and Colour Management**

The Client accepts that an html webpage built from a graphic design may not exactly match the original design when viewed in a browser. This is due to different rendering by browsers. Colour management for monitors will be followed throughout the project. Acer Web Design's machinery has been calibrated to give accurate colour consistency. The Client accepts that monitors produce varying visual results and the website may appear differently on some monitors.

## **18. Advertising and Affiliate Schemes**

The Client agrees to provide account login details and permission access to Acer Web Design for the downloading of any advertising material to be used on the Client's website. Where the Client agrees to choose the advert/s required for the website, they agree to supply Acer Web Design with the necessary information needed to obtain the advert e.g. link to the file, filename and instructions on purpose and positioning.

Where the Client has entered into an agreement with such a provider, any contact, contract and support relating to the service are to be made between the Client and the third party, unless otherwise stated. Acer Web Design will not be held liable for any claim arising from dispute between the Client and third party affiliate scheme. We are happy to look for and choose suitable adverts to go on your site if requested, charged at the hourly rate.

## **19. Browser Compatibility**

Internet Explorer 6 & 7, Mozilla Firefox , Google Chrome. Mac compatibility will not be tested unless requested. The Client agrees that after the completion of the website, any updated software versions of the main browsers, domain name set-up changes or hosting set-up changes thereafter may affect the functionality and display of their website.

As such, Acer Web Design will not be held responsible for re-working the website free of charge to meet such alterations. Any work involved in changing the website design or website code for it to work will be requested by the Client and will involve additional costs and a new agreement.

## **20. Website Maintenance and Future Support**

Your website is offered as a single contract and no guarantee of the availability of future support from Acer Web Design is offered unless an ongoing maintenance or support package has been agreed. Where an ongoing support package has been agreed, Acer Web Design holds intellectual copyright of the assembled website. Where the Client or a third party of their choosing wishes to edit their website code themselves, the Client agrees that in doing so they assume full responsibility for any problems which occur as a result.

The Client agrees to protect and defend Acer Web Design from any claim or suit that may arise as a result of the Client or a third party of the Client's choosing editing the website. If the Client or a third party of their choosing edits the website code and this results in functionality errors or the page displaying incorrectly, then Acer Web Design reserves the right to estimate for work to repair the website.

## **21. Future Site Problems**

Problems caused by malicious software, spy-ware, viruses and website hacking are a common place on today's Internet. Acer Web Design will endeavour to protect the Client's website from this as much as possible during it's construction, but after the website is complete, Acer Web Design cannot be held responsible for problems caused by illegal activity or the actions of others. Additional continued support for secure websites is offered and requires a separate contract and additional costs.

## 22. Search Engine Optimisation

If required, search engine optimisation will be included in the website and reflected in the website construction estimate. Please note that Acer Web Design are not responsible for ongoing website promotion or Search Engine Optimisation after the website has been completed. Should the Client require Acer Web Design to handle further Search Engine Analytics and Search Engine Optimisation, a separate contract must be agreed. **Please note that Acer Web Design incorporate the latest technology and standards into every website, thus making them search engine friendly. Although each website is search engine optimised, it is important to remember that a website's "ranking" (position as a listing) develops over time and Clients should not expect instant first page results. Please note that after Acer have submitted your website URL to major search engines, it may take some weeks before the major search engines visit and index and list the website. Please note that some search engines do not add all submitted URLs to their index, and Acer cannot make any predictions or guarantees about when or if a website will be listed. It is important to remember that good search engine results also depend upon the website being "linked to" from other good websites. Acer recommend that customers find and obtain strong links to their website. It may take some time for the major search engines to catalogue your site and choose the position or ranking of the website.**

## 23. Compliance with E-commerce, Accessibility and Regulations

Each website will be built following standards set by W3C. Please note that if you require W3C validation after the website has been constructed, this will involve additional cost.

We design websites in accordance with the Client's specifications. There are laws and taxes which affect Internet e-commerce. The Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend Acer Web Design and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet e-commerce.

Where complex compliance issues exist, we recommend that the Client takes legal advice from their lawyer.

## 24. Domain Registration and Web hosting

The cost of researching a domain name/s, helping to choose a domain name/s, buying and registering a domain name/s and uploading of the website to a chosen web-hosting provider will be estimated for if required. All costs arising from the registration process of a domain name/s and web hosting shall be met by the Client and paid in advance of Acer commencing work.

Where the Client has chosen to set up domain names and web hosting themselves, any contact and/or support relating to the service are to be made between the Client and the third party, unless Acer Web Design has agreed to undertake such activities.

## 25. Uploading of Website to Server

Uploading of website to web-hosts server will be reflected in the estimate if required.

## 26. Passwords, Login Details and Access to Accounts

Acer Web Design may require access to online-services that have been arranged by the Client. Often these accounts require login details. In such cases, the Client permits account access privileges, passwords and login details to Acer Web Design. Acer will retain such information until the website is completed (except where an ongoing maintenance contract is made).

## 27. Liability and Warranty Disclaimer

Acer Web Design endeavours to provide contracted websites within given delivery timescales to the best of it's ability. However, the Client agrees that Acer Web Design is not liable for any claims, losses, costs incurred or compensation due to late payment, late delivery of content and/ or alterations arising from the Client.

Acer Web Design shall have no liability to the Client or any third parties for any damages, including but not limited to, claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate the constructed website.

The Client agrees that Acer Web Design is not liable for any failure to carry out services for reasons beyond it's control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war.

Should the Client go into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, Acer Web Design reserves the right to cancel forthwith any projects and invoice Client for any work completed.

If after website completion, any code errors are found due to a fault of Acer Web Design and where the domain name set-up and hosting set-up are the same as when work began, then Acer Web Design can correct these errors for the Client free of charge.

Acer Web Design may occasionally recommend to the Client that their website needs updating in order to comply with; including but not limited to: new legislations, software releases and web standards. Acer Web Design reserves the right to estimate for any updates as separate work.

The Client accepts that Acer Web Design is not liable for any failure to inform the Client of such requirements or implement these updates to their site. The Client agrees that it shall defend, indemnify, save and hold Acer Web Design harmless from any and all demands, liabilities, costs, losses and claims arising from Acer Web Design's omission to inform or implement these updates.

## **28. Indemnification**

The Client agrees to use all Acer Web Design services and facilities at their own risk and agrees to defend, indemnify, save and hold Acer Web Design harmless from any and all demands, liabilities, costs, losses and claims against Acer Web Design or its associates, that may arise directly or indirectly from any service or product provided by Acer Web Design.

The Client also agrees to defend, indemnify and hold Acer Web Design harmless against any liabilities arising out of infringement of copyright, infringement of proprietary rights, misinformation, delivery of defective products or services which is harmful to any person, business, company or organisation.

## **29. Privacy Statement**

We never share your details with third parties unless authorised by you to do so. Your details are protected under the Data Protection act 1998. Registered with ICO Registration Number Z1633670 <http://www.ico.gov.uk/>. We do not keep or store records of your financial details e.g. Credit or Debit Cards or Bank details and numbers in our databases. Any financial details we receive in connection with payments are destroyed once the transaction is processed. The Customer contact number in case of query is +44 (0) 7855 039165

## **30. Acer Web Design Promotion and Marketing**

The Client agrees to allow Acer Web Design to use examples of their website in their online and printed portfolio and for publicity/marketing purposes.

## **31. Termination of an Agreement**

Acer Web Design reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client in breach of these terms and conditions. Acer Web Design shall be the sole arbiter in deciding what constitutes a breach. No refunds are given in such a situation.

This agreement shall be governed by the laws of England and Wales which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

**Should Acer Web Design waive any of these terms and conditions on an individual basis, this shall not affect the validity of remaining clauses or commit Acer Web Design to waive the same clause on any other occasion. By agreeing to these terms and conditions your statutory rights are not affected.**

**These Terms and Conditions are Copyright Acer Web Design 2010.**