



## **TERMS & CONDITIONS**

Having Siobhan Preston design or host your web site, you agree that it is in compliance with the general rules and guidelines as follows:

### **Standard Media Delivery**

This Agreement assumes that all text is provided by the Client in electronic format ( e-mail or word doc), all photographs and other graphics are provided in a .gif, .jpeg or .bmp format. Additional expenses may be incurred and will be invoiced accordingly for Siobhan Preston providing text, corrective work, conversion of media and outside facility charges.

### **Permission and Copyright**

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other supplied material. Every contract for page design and placement shall be regarded as a guarantee by the Client to Siobhan Preston that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

### **Licensed Code**

This Agreement includes code elements being custom created for the Client and is based on toolboxes of techniques and pre-developed code that is property of Siobhan Preston. This software technology is licensed to the Client for a one-time fee and is limited to installation and usage by that Client only on one "site" of connected documents on one "server". Such code is not owned by that Client and may not be distributed, modified or re-licensed without the express written consent of Siobhan Preston.

### **Access Requirements**

In order to install the design in question, Siobhan Preston must be granted read/write access to the Client's storage directories. Depending on the project, other resources might have to be configured on the server end (for scripts, image maps, etc.).

### **Right to Pull**

The Client agrees to give Siobhan Preston "on demand" access to the installed designs and the Client further agrees that Siobhan Preston shall have the right to remove that design from public posting for failure to adhere to the terms of this Agreement, including violating any licensing agreements or failure to pay fees duly assessed.



### **Payment Terms**

50% of cost will be paid in full before design commences. Remaining designing/hosting/maintenance fees are/shall be payable 14 days after completion (unless otherwise agreed). Designing and site updating fees are £45 per hour. Hosting fees are paid annually.

### **Post Placement Alterations**

Siobhan Preston cannot accept responsibility for any alterations caused by third party occurring to the Client's pages once placed. Such alterations include, but are not limited to additions, modifications, or deletions

### **Cancellations**

Cancellation of orders for authoring or placement may be made by telephone, but must be confirmed in writing by e-mail or letter. The Client will be invoiced for authoring work completed to the date of first notice of cancellation for payment in full within 14 days. The full invoiced amount of the order must be paid if the cancellation is not received in writing within 10 working days. Cancellations of hosting must be made with 28 days notice, otherwise that month of hosting will be charged to the Client. In the event that you decide to move to another provider within the hosting term paid for, the hosting fees are non-refundable. There may also be a domain "transfer" charge. This is currently £15 per domain.

### **Impossibility of Performance**

The Client acknowledges and agrees that Siobhan Preston cannot guarantee the absence of service interruptions caused by Acts of God or other circumstances beyond its control including, but not limited to, telecommunications problems.

### **Websites**

On ordering a site you will receive a typed invoice confirming the site cost and number of pages to be constructed (this document will also confirm details of the monthly hosting fees payable).

I will specify a date for the completion and set up of the initial site. This will normally be between 2-6 weeks from the date of ordering. This is also dependant however on you providing the relevant information with regards to site details. If other information and ideas are requested I will be happy to add these after the site is set up for a fee of £45 per hour. I cannot accept a lack of relevant information as a reason for non payment of due fees.

If Siobhan Preston sets up a domain name the name will be registered to Siobhan Preston on behalf of the client. Fees for the domain name will be charged yearly and these will be confirmed on the invoice document.



### **Browser Compatibility**

Designing a website to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of pages. Therefore Siobhan Preston only guarantees that the website designed for you will work in:

Microsoft Internet Explorer versions 6 and up

### **Legal**

Siobhan Preston does not warrant that the functions contained in these web pages or the Internet website will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will Siobhan Preston be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Siobhan Preston has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. We shall have no liability for loss of profits, business, revenue, goodwill or anticipated savings or for any other indirect or consequential loss.

Due to the nature of electronic transmission of data over the internet, any liability Siobhan Preston may have for any losses or claims arising from an inability to access this website, or from any use of this website or reliance on the data transmitted using this website, is excluded to the fullest extent permissible by law. In no event shall Siobhan Preston be liable for any loss of profit, revenues, goodwill, opportunity, business, anticipated savings or other indirect or consequential loss of any kind in contract, tort (including negligence) or otherwise arising out of use of this website, save where such liability cannot be excluded by law.

Siobhan Preston does not give any warranty that this website is free from viruses or anything else which may have a harmful effect on any technology.

### **Indemnity**

You shall indemnify Siobhan Preston and keep her indemnified and hold her harmless from and against any breach by you of these terms and any claim brought against us by a third party resulting from the provision of Services by us to You and your use of the Services including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement.



### **Laws Affecting Electronic Commerce**

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Siobhan Preston and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

### **SEO (Search Engine Optimisation)**

The use of search engine optimisation (SEO) services from Siobhan Preston constitutes agreement to these terms:

1. **Access to Web-server** On agreement of the package and final keywords, the client agrees to give Siobhan Preston full ftp access to their web-server. This is so that Siobhan Preston can make necessary changes and updates to the client's website in a timely manner, without having to go back and forth to the client all the time.
2. **Guarantee** Siobhan Preston cannot guarantee 1st page search rankings but will make every effort to optimise your keyword search terms. Search engine companies change their ranking algorithms periodically, and as such, search ranking positions will fluctuate and cannot be guaranteed by Siobhan Preston. Any other changes to search engine sites that cause unfavourable ranking results are out of Siobhan's control and she cannot be held responsible for such actions or occurrences.
3. **Payment** Siobhan Preston will be paid in full for SEO Services before commencing optimisation.

### **Acceptance of Terms and Conditions**

The placement of an order or contract for the authoring or placement of pages with Siobhan Preston will be regarded as an acceptance of all the above terms and conditions. Siobhan Preston reserves the right to revise its policies at any time.