

## **WEB DESIGN FROM LLYN.INFO - TERMS OF BUSINESS**

### **1. Design process:**

- 1.1. Following initial consultation with the client (during which the size and content of the website is agreed) Web Design from Llyn.info will produce an outline design for approval by the client.
- 1.2. Once the outline design has been approved we will proceed to complete the website. Depending on the size and complexity of the site, we may ask the client to review the website at key stages in its production.
- 1.3. The client is asked to review the website on completion, and will have 7 days in which to do this. Minor changes and modifications can then be made until the website is entirely to the client's satisfaction – at this stage any major changes would be at extra cost (for example additional pages).
- 1.4. When the client is entirely satisfied they are then invoiced for the balance due.
- 1.5. When final payment has been received the website goes 'live' on the Internet.

### **2. What's included and optional extras:**

- 2.1. Initial design cost includes:
  - 2.1.1. Website design based on data provided by client, and to design agreed with client.
  - 2.1.2. Scanning of existing photos or 1 photo session with a digital camera. Additional photo sessions may be at extra cost.
  - 2.1.3. Inclusion of text provided by client (we may alter text slightly for search engine optimisation).
  - 2.1.4. Updates to site for first 12 months, so that website remains current (e.g. price information).
- 2.2. Optional extras:
  - 2.2.1. Website hosting (payable annually) including visitor statistics and POP3 email accounts.
  - 2.2.2. Registration of additional domain names (payable annually).

### **3. Modifications to the website following completion:**

- 3.1. Updates and ongoing support during the first 12 months are included in the initial cost. This is intended to keep the website 'current', and includes minor text changes (e.g. prices) and the updating of photos.
- 3.2. After the first 12 months, a maintenance charge is levied for this service. The charge is dependent on the size of the website at the time the maintenance charge becomes due, but will be a minimum of £150 annually, inclusive of domain and hosting renewal.
- 3.3. Additional pages can be added at any time and are charged at £30 for the first additional page and then £25 per page thereafter.
- 3.4. Major modifications, such as the reworking of the design, can also be made at any time. These will be at extra cost and, depending on the nature of the modification, a deposit may be payable before work commences.

### **4. Termination of website**

- 4.1. Written notification via letter or email is required to terminate the website.
- 4.2. Cancellations within 4 weeks of annual renewal date will still require payment for the following year.

### **5. Prices and payment:**

- 5.1. Prices are calculated based on the number of pages and complexity of the website.
- 5.2. There is no VAT payable.
- 5.3. A deposit of £100 or 25% of total order cost (whichever is greater) is required with initial order. This is non-refundable. Payment of this deposit constitutes acceptance of these Terms of Business.
- 5.4. Balance payable on completion of work and by the due date indicated on the final invoice. N.B. site, and any major modifications to the site, do not go 'live' until final payment has been received.
- 5.5. If work is cancelled by the client prior to delivery (going 'live'), the client shall be liable for any amounts owing to us for work completed and services provided up to that time.
- 5.6. If payment for any services is not received by the due date indicated on the appropriate invoice, we reserve the right to suspend those services without further notice until such time as payment is received.
- 5.7. Payment accepted by the following methods only:
  - 5.7.1. Cash (not to be sent by post)
  - 5.7.2. Cheque (post dated cheques are not acceptable)
  - 5.7.3. Electronic transfer, e.g. Internet Banking, BACS (allow 3 working days for clearance)

### **6. Restrictions:**

- 6.1. Website cannot be used:
  - 6.1.1. for any unlawful or illegal purpose or in any connection with any unlawful or illegal activity.
  - 6.1.2. in violation of any applicable law or regulation.
  - 6.1.3. in a manner that will, or is likely to, infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the right of privacy, publicity or other personal rights of others.
  - 6.1.4. in connection with any conduct or activity that is, in the sole opinion of Web Design from Llyn.info, defamatory, indecent, obscene, offensive, threatening, abusive, hateful, tortuous or violative of the rights of any other person or entity.
- 6.2. Ownership/copyright issues:
  - 6.2.1. Photographs (other than those taken specifically for the purpose of the website in question) supplied by Martyn Croydon remain the property of Martyn Croydon at all times.

**These Terms of Business shall be modified by us from time to time and the then current version shall be posted on our website.**