



Web design contract

Please ensure that you have read and understand all the terms and conditions listed below.

1 - Contract

The client's approval for work to commence is deemed as a contractual agreement between the client and Uedit Ltd.

Important: Approval for the work to commence and payment of the advance fee agreed indicates that the client accepts all terms and conditions outlined in this document.

2 - Copyright

Uedit Ltd will hold intellectual copyright of any material, including any source code and original images created for the client until payment of the final invoice. Once payment of the final invoice has been received intellectual copyright will be passed on to the client.

3 - Clients responsibilities in regards to copyright

In situations where the client provides images, text, animations or any other content for their website it is the clients legal responsibility to ensure the materials used do not infringe any copyright.

Certain images provided by Uedit Ltd in the construction of the website may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a single website and may not 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 - Domain registration charges

Our hosting and service packages generally include the registration and maintenance of a single domain name (.co.uk or .com).

If a client already owns a domain name then they can either arrange for this domain to be pointed to their new Uedit website, or have the domain transferred onto our platform. Note that Uedit does not have full DNS control over a domain then we cannot set up email addresses linked to your domain. The cost for transferring a domain can vary and this will be billed as an additional expense to the basic contract.

Where a domain remains with a third party it is the responsibility of the client to ensure that the domain is continually maintained.

5 - Search Engine Optimization (SEO)

All sites built by Uedit are optimized for all major search engines at the time of site build. Search optimizing future additions and alterations to the site made by clients using our editing platform, is beyond our control and remains the responsibility of the client. We can agree an additional fee if the client wishes us to carry out this additional work.

The order in which websites are ranked in the natural search results is controlled by the search engines and mainly dependant upon having a high quality site with well written, useful and relevant content. While we can optimise your site for this, we are unable to make any guarantees about the success of any search engine promotion activity.

6 - Cancellation

Should the client wish to cancel their project at any point during the process they shall remain liable for all work which has already taken place and shall be invoiced accordingly.

7 - Conceptualising

Conceptualising is the process of producing website concepts for clients. Concepts can include site mock ups, graphics and design proposals. It is important that you ensure that you let us have your preferred colour scheme and design requirements before we start your design.

If you don't do this we will design the website appropriately but 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.

8 - Failure to provide required website content

In order for us to operate efficiently and keep our costs down we require that you provide us with all of your relevant site content before we start the build. This includes logo's, images and text content.

On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%.

In order to process your sites 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 and subsequently fail to do within one week of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately.

NOTE: Text content should be delivered as a Microsoft Word, Open Office, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

9 - Quotations

The price quoted to the client is for the work agreed on the quotation only. Should the client decide changes are required after work on the website commences, then we will accept these changes with the provision that additional charges may have to be negotiated.

10 - Advance payment

An advance of 50% of the total cost of the agreed project cost is required before work can

commence. After work commences this payment is non-refundable.

11 - Payment

Payment of any balance will be due within 14 days of final invoice date. Once payment has been received full publication of the website can be processed. Any material previously published may be removed if payment is not received. When this occurs a minimum charge of £50 will be required to have the site restored.

12 - Payment terms

Payment is currently accepted by BACS, cheque or bankers draft in UK Pounds Sterling, unless otherwise agreed. If your cheque is returned by the bank as unpaid, you will be liable for a "returned cheque" charge of £25.

13 - Late payment

Accounts which have not been settled within 7 days of our final reminder will incur a late payment charge of 10% of the amount which is 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.

14 - Travel time and expenses

Most of the communication between Uedit and our clients can take place via telephone or email. As part of our hosting and service packages we allow up to two hours of on-site tuition for education on our editing platform included in our quoted price. This may take place at either the clients address or our offices by mutual agreement.

15 - Future support

The website is provided to and accepted by the client as a fully functioning, completed work. Uedit Ltd will provide ongoing support so long as a client has purchased one of our hosting packages. Ongoing support cannot be unlimited but is provided subject to a 'fair use' policy by which we expect to provide up to an additional six hours support per year.

16 - Editing platform

All of our clients have the ability to update, add content and delete content on their website. We will agree with a client the actual amount of editing ability required and configure your editing account accordingly. We will provide you with password protected

access to your websites editing platform.

Because clients can alter their sites in this way there are three very important points you must understand:

- **You are responsible for keeping your password protected access safe. You may choose to share it with other editors but you are responsible for any changes they may make to your site. You will have the ability to reset your password if you believe it has been compromised.**
- **If you delete content of any type (images, text, media, whole pages etc) on your site then this is permanent change and we cannot recover it (your basic site code and structure is secure and you cannot access this nor damage it). If you want us to rebuild deleted original content then we will make an additional charge for doing so.**
- **You are legally responsible for content of any type added to your site once we have handed over the completed and signed off version to your control.**

17 - Future site problems

Unfortunately malicious software, spyware, viruses and website hacking are all part of the Internet. It is highly unlikely that these will affect your website. Uedit Ltd will endeavour to protect it from this as much as we can during its creation. However once we hand the website over to the client we cannot be held responsible for problems that develop on completed sites as a result of illegal activity.

18 - Compliance with E-commerce, accessibility and other regulations

Uedit Ltd 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 standing regulations. We cannot accept responsibility for any failure to comply with regulations related to accessibility, e-commerce or those related to a specific business or trade. We can research this on the client's behalf if required, but in any business where complex compliance issues exist we recommend that the client takes legal advice from their company lawyer.

19 - Hosting

Uedit Ltd cannot take any responsibility for the time your website may be offline whilst routine server maintenance is undertaken. We host our sites on third party servers provided by one of the world's largest web hosting providers and we are approved designers for their platform. They are recognised as one of the most advanced and stable web hosting platforms available in the world today. We cannot be held responsible for any problems causing your site to be offline due to these third party servers.

20 - Notes

- Should we waive any of these terms on an individual basis, this will not affect the validity of remaining clauses or commit to waive the same clause on any other occasion.
- By agreeing to these terms and conditions your statutory rights are not affected.
- Uedit Ltd 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 at : Uedit Ltd, 115 The Colonnades, Albert Dock, Liverpool L3 4AB or 6 Riverbank Road, Kendal, Cumbria LA9 5JS.

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