



1. Contract: The client's approval for work to commence shall be deemed a contractual agreement between the client and MossFace Limited (MossFace). *Important: Approval for the work to commence and payment of the advance fee indicates that the client accepts the terms and conditions outlined in this document.*

2. MossFace Intellectual Copyright: MossFace holds intellectual copyright of any material, including source code and original images created for the client until payment of the final invoice. At this time we will transfer this intellectual copyright to the client.

3. Clients' Responsibilities with Regard to Copyright: In situations where the client provides images, text, animations, layouts or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright.

Certain images provided by MossFace Web Design may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a website. The licence may not permit them to 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. Registration Charges: All third party costs arising from the registration of a domain name shall be met by the Client. MossFace recommend that clients register their own domain names so that they have full ownership of these but where we have registered a domain name on the client's behalf we agree to transfer this domain name to the client immediately upon request and without additional charge.

5. Search Engine Promotion: If Search Engine Optimisation has been agreed as part of the contract the client must be aware that MossFace are not responsible for ongoing web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimise your site initially for this by making it search engine friendly, it is impossible to make any guarantees on ranking position.

6. Cancellation: 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.

7. IMPORTANT! Failure to Provide Required Website Content: You must ensure that we are not delayed as a result of late delivery of the material and content required to complete your website.

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. Also, if your job involves 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 in advance and subsequently fail to do within four weeks of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. This will not be a problem provided that you do not give us the go ahead to start until *you are ready to do so*.



8. Conceptualising: Conceptualising is the process of producing website concepts for clients. Concepts can include site mock ups, graphics and design proposals. This clearly takes a lot of time and for higher cost websites it will be included. For low cost sites (below £1500) you should be aware that (unless previously agreed) only one concept is possible. You should therefore ensure that you let us have your preferred colour scheme and design requirements beforehand. If you don't do this we will design the website appropriately.

9. Travel Time and Travel Expenses: Travelling time to and from customer premises is not generally included in our estimate. MossFace reserve the right to make a charge for travelling time at our current hourly rate. Likewise MossFace reserve the right to charge for travelling expenses based on 45p per mile. (NOTE: There will be no charges for travelling time or expenses incurred during the quotation process, i.e. before you give your approval for work to commence.)

10. Quotations: The price quoted to the client is for the work specifically agreed on the quotation only. Should the client decide that changes are required after work on the website has commenced there may be a surcharge.

11. Payment - Advance Fee: An advance fee of 50% of the total cost of the project is required before work can start; for low cost sites (below £1500) full payment will be required in advance. Clients should only pay this advance fee if they agree to our terms and conditions. Payment of the advance will be taken as agreement.

12. Payment - Refund Policy: After work on a website commences advances are not refundable.

13. Payment Methods: Unless otherwise agreed, payment is only accepted by 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.

15. Payment of Balance: Invoices are only issued when clients accept that their website has been completed to their satisfaction. Payment of the balance is due immediately on completion of the website. We reserve the right not to launch a website until full payment has been received.

16. Late Payment 1: Any websites previously launched may be removed if payment is not forthcoming. When this occurs an additional minimum charge of £50 will be required to have the site restored.

17. Late Payment 2: Accounts that have not been settled within 7 days of our final reminder will incur a late payment charge of 10% of the amount 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.

18. Future Support: Your website will be handed over as a fully functioning, completed work. Unless it has been agreed beforehand MossFace is not responsible for future support. Support can be provided upon request for an agreed fee. *Your website is offered as a single contract and no guarantee of the availability of future support from MossFace Web Design is offered unless an ongoing support package has been agreed.*

19. Future Site Problems: Problems caused by malicious software, spyware, viruses and website hacking are a fact of life on today's Internet. It is highly unlikely that these will affect your website, and MossFace will



endeavour to protect it from this as much as we can during its creation, but after the website is handed over we cannot be held responsible for problems caused by illegal activity or the actions of others.

20. Access to Client Hosting Space: In the case of clients making their own hosting arrangements: we may require ongoing access to our clients' hosting space to allow us to support and monitor their websites. This access is via a user ID and password combination, which the client may change after the website is handed over. If the client chooses to change the password we will no longer have access to the website and further support will not be possible. We cannot be held responsible for any changes made to the website by the client or the client's agents.

21. Compliance with Ecommerce, Accessibility or Other Regulations: We 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 current online trading laws and regulations.

We cannot accept responsibility for any failure to comply with laws and regulations related to accessibility, selling online or those related to a specific business or trade. We can research this on the client's behalf upon request, but in any business where complex compliance issues may exist we recommend that the client takes legal advice from their company lawyer.

22. Browser Compatibility: MossFace websites are designed to support as many browsers as possible but due to the designs and technologies that may be used in a website there are certain browsers that we may exclude due to their age or design. Sites are optimised for the following browsers: Internet Explorer version 7 Mozilla Firefox version 3, Safari version 3. Whilst time is taken to ensure full cross browser compatibility for older versions and for other browsers, no guarantees are made.

23. Validity of Quotation: Unless otherwise agreed any quotation provided will be valid for 14 days from the date of receipt.

These Terms and Conditions are Copyright MossFace Web Design

Notes:

Should MossFace waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit MossFace to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected.

MossFace 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.

MossFace Ltd

Portfolio Centre

St George's Avenue

Northampton NN2 6JD

help@mossface.co.uk

Tel: 01604 779 031

www.mossface.com