

# Page Perfection - Terms and Conditions

Revised: 19<sup>th</sup> April 2009

*(Please ensure that you read and understand these conditions.)*

**Contract:** The client's approval for work to commence shall be deemed a contractual agreement between the client (hereinafter referred to as "you") and Page Perfection. **Please note: Approval for the work to commence, whether or not an advanced fee has been requested, indicates that you accept the terms and conditions outlined in this document.**

**Domain name registration:** Where you request Page Perfection to register a domain name on your behalf, it will be registered in your own name, using your address and other relevant detail. Page Perfection has an account with UKreg and will charge you, at cost, for the initial set up. Renewal is automatic and an invoice will be sent at the appropriate time (every year for a .com address and every 2 years for a .uk address). Notice, in writing, 6 weeks before renewal, is required if the domain name is no longer required.

**Accessibility and compliance with Web Standards:** We use Cascading Style Sheets (CSS) to design websites and run checks to ensure that these and the coding are valid. We also design to meet at least level one of the W3C guidelines on Accessibility. This should ensure that your site has good cross-browser compatibility and is readable by screen reader technology. Of course, standards do change, over time, and we cannot accept responsibility for any failure to comply after completion of your site. Also, please note that there may be the odd element that produces code that will not readily validate in the first instance but this would only be a problem if you have exceptionally high 'accessibility' requirements, in which case we would provide alternative content.

**Designs:** We ask you to provide the url (web address) of at least one website that you like and that you let us have your preferred colour scheme and design requirements before we start on your site. We will then work closely with you to produce a design to meet your requirements. We want our clients to be happy but can offer only small amendments, without further charge, once a basic design has been agreed, particularly for lower value sites (under £1000).

If you choose to provide no, or limited, input to the design process we will produce an appropriate site but if it is not exactly to your taste we may have to make a charge to amend it.

**Quotations:** The price quoted is for the work as initially discussed and set out in our confirmation e-mail. Any additional work that may result from further discussions, a change of mind on your part or problems uploading your site to any but our own hosting service, will be charged at the current hourly rate.

In instances where you have agreed to provide content, in the form of wording, photos, etc., which we subsequently have to assist with, we reserve the right to make an extra charge. This will be at our normal hourly rate and will include the time taken to search for appropriate stock images and any disbursements for such images.

Where we are supplying hosting of your site and an e-mail address, we will provide clear instructions as to how to set up that address. However, we reserve the right to make a charge for any further advice or assistance with any IT related matters.

**Travel Time and Expenses:** Travelling time to and from customer premises is not generally included in our estimate or quotation. Page Perfection reserves the right to make a charge for travelling time at our normal consultancy rates. Likewise Page Perfection reserves the right to charge for travelling

expenses based on 40p per mile. (NOTE: There will be no charges for travelling time or expenses incurred before you give your approval for work to commence).

**Advance Payment:** In general, payment for the website is only requested once you are happy with the work. However, there will be occasions when an advance of 50% of the total cost of the project may be requested before work can commence. *After work commences this is non-refundable.*

**Payment terms:** Payment is currently accepted by cheque, bankers draft or direct payment (BACS), 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.

**Credit Card Payments:** Credit card payments can also be accepted via Paypal. These are subject to a 4% surcharge.

**Payment:** Payment of any balance will be due within 30 days of final invoice date. Full publication of the website may take place only after full payment has been received. Any material previously published may be removed if payment is not forthcoming. When this occurs a *minimum* charge of £50 will be required to have the site restored.

**Late Payment:** An account that has not been settled within 37 days of our invoice is likely to 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.

**Failure to Provide Required Website Content:** Where you are supplying content for your site, we ask you to provide this in advance so that we can programme your work into our schedule. On any occasion where we cannot progress your website because you have not provided the required information and it results in a period of inactivity for us that would have otherwise been gainful employment, we reserve the right to impose a surcharge of up to 25%.

If you agree to provide us with the required information, and subsequently fail to do so, within four weeks of project commencement, we reserve the right to invoice for any time spent on the project and make no commitment as to when we will be able to fit the work in should you later decide to proceed.

Please note: Text content should be delivered as a Microsoft Word (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.

**Clients Responsibilities with Regard to Copyright:** In situations where you provide images, text, animations or any other content for your website you are legally responsible for ensuring that this material does not infringe any copyright. We try to use open source photos wherever possible but certain images provided by Page Perfection 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.

**Page Perfection Intellectual Copyright:** Page Perfection will hold intellectual copyright of any material, including any source code and original images created for you until payment of the final invoice. At this time we will generally transfer this intellectual copyright to you. However, there will be times when we reserve copyright. In such a case you will be informed in advance and/or agreed fees will have been reduced to take this into account.

**Cancellation:** Should you wish to cancel at any point during the process you will remain liable for the work that has taken place and will be invoiced accordingly.

**Search Engine Optimisation and Promotion:** Page Perfection keeps up to date with SEO (search engine optimisation) techniques and will do its best to ensure that your site is 'search engine friendly'. The process includes producing an xml sitemap, which search engines use to index web sites. Your site will also be manually submitted to three of the most popular UK search engines - Google, Yahoo and MSN.

We have a good record of obtaining high rankings but we cannot *guarantee* even inclusion, let alone page rank (no-one can), as the process is entirely at the discretion of the search engine company management. Please note that, although with manual submission it tends to be quicker, it can take several weeks or even months for a site to be listed. Other factors, completely beyond our control, such as *high quality* links into the site, now play a big part in page ranking and we therefore recommend that, once your site is up and running, you pursue such links.

We can offer consultancy on effective website promotion for your particular business, which may include non-web-based methods.

N.B. We are not responsible for any *on-going* web site promotion. Should you require this service a separate contract must be agreed.

**Future Support:** The website is provided to and accepted by the client as a fully functioning, completed work. Unless otherwise agreed, *Page Perfection is not responsible for future support*. Ongoing support can normally be provided upon request, for an agreed fee, or updates can be done as and when required, at the hourly rate quoted in our website.

**Future Site Problems:** Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website and Page Perfection will endeavour to protect it from this as much as we can during its creation. We cannot be held responsible for problems that develop on completed sites as a result of illegal activity.

**Notes:**

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

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

Page Perfection 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](#).

**Page Perfection Ltd.**  
**Registered in England at:**  
**The Maples**  
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