

Total Results Ltd - Terms and Conditions

(Please ensure that you read and understand these conditions before paying your advance fee.)

These Terms and Conditions are Copyright Total Results Ltd

- 1. Contract:** The client's approval for work to commence shall be deemed a contractual agreement between the client and Total Results Ltd (TR LTD). **Important: You should only pay your advance fee if you accept the terms and conditions outlined in this document. Our receipt of this payment will be taken as your acceptance of these terms and conditions.**
- 2. TR LTD Intellectual Copyright:** TR LTD 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 Total Results Ltd 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. Search Engine Promotion:** If Search Engine Optimisation has been agreed as part of the contract the client must be aware that TR LTD is 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 *organic* search results (i.e. not Adwords or pay per click) is determined 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.
- 5. 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.
- 6. 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 so 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.

- 7. Project Completion and Duration (Larger Projects only):** We recognise that on larger projects there may be reasons why the client cannot provide all of the required website material and information in advance. This is acceptable by agreement but it is subject to an overall deadline for project completion. A mutually acceptable date for this deadline will be agreed with the client. On this date any fees outstanding become payable. If the client has been unable to provide the required website content by this time an extension to the deadline may be renegotiated. This may require a surcharge.
- 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 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. 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.

- 9. Consultancy Meetings, Travelling Time and Travel Expenses:** Unless otherwise stated the price agreed for a website does not include visits to the clients' premises for ad hoc consultancy meetings after the work has begun. Should you require us to attend your premises for a meeting this will be charged at our current hourly rate.

Travelling time to and from customer's premises is also chargeable under these circumstances and TR LTD reserves the right to make a charge for travelling time at our current hourly rate. Likewise TR LTD reserve the right to charge for travelling expenses based on 50p 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 will 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. Clients should only pay this advance fee if they agree to our terms and conditions. Payment of the advance will be taken as agreement of these terms and advance fees are not refundable.
- 12. Payment Methods:** Unless otherwise agreed, payment is only accepted by credit card, 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. Credit card payments are accepted via our Paypal electronic invoicing system. These payments are subject to a 3.5% surcharge and full payment is required in advance. (Your credit card should offer you purchase protection.)
- 13. 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.
- 14. 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.
- 15. 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.
- 16. Future Support:** Your website will be handed over as a fully functioning, completed work. Unless it has been agreed beforehand TR LTD 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 Total Results Ltd is offered unless an ongoing support package has been agreed.*
- 17. CMS Systems, Ecommerce and Training:** If your project includes a content management system or an ecommerce catalogue then we will provide initial training on this. A certain level of PC competence is a requirement in these situation and we assume that you have the necessary skills to use the interactive systems supplied. We cannot be held responsible if you find that you do not have these skills. Additional training is available if required but this is an extra.
- 18. Risk:** As soon as we have delivered your website, you will be responsible for its maintenance and security (unless you have purchased a maintenance contract). *We will not be liable for problems caused by any third party criminal activity using malicious software, spyware, viruses or website hacking techniques.* You should be aware that while it is highly unlikely that your website will be affected by such problems they are a fact of life on today's Internet. TR LTD will endeavour to protect it from this to the best of our abilities before delivery.
- 19. Access to Client Hosting Space:** 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.

20. 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.

21. Accuracy of Website Content: During the design process typographical errors in text content are possible. Total Results Ltd can accept no responsibility for any such errors. The client must proof read all text content after publication to ensure that it is accurate and that no errors exist.

22. Validity of Quotation: Unless otherwise agreed any quotation provided will be valid for 30 days from the date of receipt.

23. If you are unhappy with any aspect of our service, please contact us on 01207 590939 during UK office hours. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

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Notes:

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

By agreeing to these terms and conditions your statutory rights are not affected. Please contact us if there is anything in this document that requires clarification.

We reserve the right to make changes to these Terms and Conditions at any time. Any major changes will only be made with the agreement of current clients.

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