

Judith Barrett - TERMS and CONDITIONS

Unless otherwise agreed, these are the terms and conditions under which work is undertaken. Payment of client invoices will automatically imply the client's acceptance of these terms and conditions unless explicitly declared otherwise.

- i. Judith Barrett will make every reasonable effort to maintain acceptable performance of services contracted for, but Judith Barrett makes absolutely no warranties whatsoever, express or implied, including warranty of merchantability or fitness for a particular purpose. Judith Barrett cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted or received or stored on its system. Judith Barrett shall not be liable to the client or any of its clients for any claims or damages which may be suffered by the client or its clients, including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from delays, non-deliveries, or service interruptions whether or not caused by the fault or negligence of Judith Barrett
- ii. Judith Barrett's liability to the client, and any end user of any package or other Judith Barrett services is limited to the amount paid to and received by Judith Barrett for services not accepted. In no event shall Judith Barrett be liable to the client, or any end user or any other entity for any special, consequential, or other damages, however caused, whether for breach of contract, negligence or otherwise, even if Judith Barrett has been advised of the possibility of such damage
- iii. The client will take all necessary measures to preclude Judith Barrett from being made a party to any lawsuit or claim regarding Judith Barrett services provided to any client or end user. The client hereby agrees to indemnify and hold harmless Judith Barrett from any and all claims of whatever nature brought by any of the client's clients against Judith Barrett in excess of the remedy set forth in the clause above.
- iv. Site text and graphic content development will consist of only that which is described above. Additional work required by Judith Barrett will result in charges beyond the estimate in this document.
- v. The typical process for the creation of visuals, such as graphics and page designs, consists of Judith Barrett providing drafts and asking for feedback from the client. This estimate assumes that 2 rounds of this process for each design element will suffice. Any further changes will be charged additionally.
- vi. Judith Barrett reserves the right to profile the site as a case study within its own site, and publish a link to the site.
- vii. Judith Barrett shall be entitled to place an unobtrusive credit with a hypertext in the footer on each page of the web site. In the event that the site is no longer maintained solely by Judith Barrett, this credit may be removed.
- viii. Judith Barrett will maintain the confidentiality of the client's source materials, technical and marketing plans and all other sensitive information.
- ix. Judith Barrett and the client agree that any dispute arising out of this agreement shall first be resolved by mediation, if possible.
- x. The client is solely responsible for the editorial content of the material included on its website, including any copyright on images or photography used in the site design.
- xi. Website design and files are the property of Judith Barrett. Upon full payment, website design and files become the property of the client.

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- xii. The software used to run the website remains the property of Judith Barrett and the license for the use of this will be included in the month hosting and support fee.
- xiii. If the client wishes to move the site to another hosting provider they will lose access to any content management tools they use to update the site (if applicable) and site monitoring tools (such as site statistics)
- xiv. Costs may exceed estimate; if so, the client will be notified in advance and possible alternatives discussed. All time spent on project will be billed, including phone conferences, reading and writing emails, planning, designing and coding.
- xv. It is envisaged that development projects will be completed within a 2-month timescale. Should this not be so, the client will be billed for work done during the 2-month period following the date of this agreement; thereafter at 6-weekly intervals until completion of the project.
- xvi. Website running costs, storage costs and hourly rates will be revised annually at the end of the financial year.
- xvii. Judith Barrett reserves the right to take up to 5 weeks holiday every year, during which time there will be delayed support/response times for problems/queries.
- xviii. Email maintenance and administration is the responsibility of the client. Should Email quotas be constantly exceeded, Judith Barrett will charge the client for additional storage
- xviii. Invoices still outstanding 30 days after date of issue will be charged daily interest at the rate of bank base rate + 8%
- xix. Non-payment of late invoices may result in temporary suspension of the website and associated services (eg; emails) until payment is received.
- xx. This quote is valid for a period of 30 days from date of issue
- xxi. It should be noted that Google currently seems to operate a penalty system (known as 'the Google sandbox') whereby new website addresses take 6-8 months to reach a top 10 ranking for phrases other than the site's name. There is no absolute guarantee of a top 10 ranking however, as Google frequently changes its algorithm. Should an initial Google presence be required, an 'adwords' campaign can be set up, but this will incur additional costs.
- xxii. Judith Barrett reserves the right to design, host and/or promote websites for clients in any business, including those in the same business and or locality as that of the client . If an exclusivity agreement is required, an additional fee will be payable.
- xxii. It is the client's responsibility to ensure that the website meets with all current legislation and legal requirements (for example, displaying company registration details). The client's accountants/lawyers should be able to advise on this.