

Silvertoad LTD: Conditions of Contract – Web Design & Development

1. **Acceptance:** It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full. Warranties Silvertoad Ltd represents and warrants to the Client that it has the experience and ability to perform the services required by this agreement; that it will perform said services in a professional, competent, and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this agreement shall not infringe upon or violate the rights of any third party or violate any laws. The Client represents and warrants to Silvertoad Ltd that it will provide Client materials as required in a professional, competent, and timely manner; that it has the power to enter into this agreement on behalf of the Client; and that its performance of this agreement shall not infringe upon or violate the rights of any third party or violate any laws.
2. **Charges:** Charges for services to be provided by Silvertoad Ltd are defined in the project quotation/proposal that the Client receives via e-mail. Quotations are valid for a period of 30 days. Silvertoad Ltd reserves the right to alter or decline to provide a quotation after expiry of the 30 days, unless agreed otherwise in writing. Unless agreed otherwise with the Client, all website design services require a non-refundable advance payment of a minimum of fifty (50) percent of the project quotation total before any work is started. The initial 50% payment covers all work up to the point that the home page and creative design has been accepted. A second charge of fifty (50) percent is required upon completion of all work, prior to upload to the server or release of materials. Payment for services is due by direct bank payment or bank transfer. Silvertoad Ltd will charge 4.0% fee for payments made using a credit or debit card. This fee is charged due to the costs incurred by Silvertoad Ltd for receiving such payments by our service provider. If this is not acceptable to the client, we also accept BACS, CHAPS and cheques as alternative payment methods which will incur no payment fees. If paying by cheque, please be advised that we will have to allow the cheque to clear the banking system before starting or continuing with your project.
3. **Client Review:** Silvertoad Ltd will provide the Client with an opportunity to review the appearance and content of the website during the design phase and at two stages in particular:
 - a. Stage 1: Website home page design. Client will be provided with access to an online link to the proposed home page design. Client may request changes to this design prior to signing off the design as accepted. Once the design has been accepted, any further changes requested will be chargeable at the standard hourly rate. Silvertoad Ltd will not work on any other website pages until the home page design has been accepted.
 - b. Stage 2: Once the overall website development is completed. At the completion of the project, all services will be deemed to be accepted and approved unless the Client notifies Silvertoad Ltd prior to making the final balance payment. Making the final payment is the Client's acceptance of the satisfactory completion of the project. Any changes to the project after the final payment has been made will be chargeable at the standard hourly rate.
4. **Assignment of Project:** Silvertoad Ltd reserves the right to assign subcontractors to this project to ensure the right fit for the job as well as on time completion. Silvertoad Ltd will be responsible for the final results of the project.
5. **Turnaround Time and Content Control:** Silvertoad Ltd will complete or supply the Client's website as soon as possible, or at a date agreed in writing with Client if requested. If a fixed completion date is to be set, it must be agreed and set prior to the deposit payment being made. In return, the Client agrees to delegate a single individual as a primary contact to aid Silvertoad Ltd with progressing the commission in a satisfactory and expedient manner. During the project, Silvertoad Ltd will require the Client to provide website content including text, images, links and any other content files.
6. **Failure to provide required website content:** Silvertoad Ltd is a small business, to remain efficient we must ensure that work we have booked in is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that work is completed at the time arranged. If Client agrees to provide us with the required information and subsequently fails to do so within two weeks, we reserve the right to close the project and the balance remaining becomes payable immediately. Once the project has been closed



we reserve the right to charge an admin fee of £100 to re-start the project. The option to re-start the project shall be at the discretion of Silvertoad Ltd. Any deposits paid shall be non-refundable. NOTE: Text content should be delivered as a Microsoft Word, 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.

7. **Payment:** Invoices will be provided by Silvertoad Ltd before publishing the live website. Invoices are sent via email and are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be considered in default. Please refer to point 10 (Default) for clarification of consequences of late or non-payment. All prices are subject to VAT.
8. **Additional Expenses:** Client agrees to reimburse Silvertoad Ltd for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography, extensions etc. Any additional expenses to be incurred during the project development will be agreed with Client prior to being incurred.
9. **Web Browsers:** Silvertoad Ltd makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer, Google Chrome, etc.). Client agrees that Silvertoad Ltd cannot guarantee correct functionality with all which do not display acceptably in legacy or new versions of browsers released after the website has been designed and handed over to the Client.
10. **Default:** Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on Silvertoad Ltd servers, Silvertoad Ltd will, at its sole discretion, remove all such material from its servers. Silvertoad Ltd is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges on the Client's account. If any item(s) remain unpaid by that due date charges will apply, in accordance with s5A and/or s6 of the Late Payment Commercial Debt (Interest) Act 1998 or any subsequent enactment and Silvertoad will charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per annum above HSBC Bank base rate from time to time until payment is made in full (a part of a month being treated as a full month for the purposes of calculating interest. In addition, all invoices will become due and payable immediately and will be treated as overdue items, with appropriate charges applied and all costs reasonably incurred in collecting the debt payable by the Customer.
11. **Termination:** Termination of services by the Client must be requested in a writing and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for design and development work completed to the date of first notice of cancellation for payment in full within thirty (30) days.
12. **Indemnity:** All Silvertoad Ltd services may be used for lawful purposes only. You agree to indemnify and hold Silvertoad Ltd harmless from any claims resulting from your use of our service that damages you or any other party.
13. **Permission and Copyright:** The Client is responsible for granting Silvertoad Ltd permission and rights for use of the same and agrees to indemnify and hold harmless Silvertoad Ltd from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. Where images used on the website have been purchased by Silvertoad Ltd on behalf of the client, these images are restricted by license for use on the purchased website only. Silvertoad Ltd are not liable for misuse of these images by the client or any other person's copying, altering or distributing the images to individuals or other organisations.

Copyright of the completed web designs, images, pages, code and source files created by Silvertoad for the project shall be with the client upon cleared funds of final payment only and by prior written agreement. Without agreement, ownership of designs and all code is with Silvertoad. Where the client has chosen to pay on any payment plan for any site design services, including site maintenance, the copyright of the completed web designs, images, pages, code and source files created by Silvertoad for the project shall be with the client after the invoice total amount has been received by the company, or equivalent cash lump sum payment has been made, and by prior written agreement. Without agreement, ownership of designs and all code is with Silvertoad.

These terms of use grant a non-exclusive limited licence so that the client can use the design on one website on



one domain name only. The client is not permitted to use the design for more than one website without prior written agreement between the client and Silvertoad. The client agrees that resale or distribution of the completed files, in full or part, is forbidden unless prior written agreement is made between the client and Silvertoad.

- 14. Standard Media Delivery:** Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (Standard Word document or via e-mail) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by Silvertoad Ltd to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.
- 15. Design Credit:** A link to Silvertoad Ltd will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a Client requests that the design credit be removed this will be actioned free of charge if requested before the website is completed. The Client agrees that the website developed for the Client may be presented in Silvertoad Ltd.'s portfolio.
- 16. Access Requirements:** If the Client's website is to be installed on a third-party server, Silvertoad Ltd must be granted temporary read/write access to the Client's storage directories which must be accessible. Depending on the specific nature of the project, other resources might also need to be configured on the server.
- 17. Post-Completion Alterations:** Silvertoad Ltd cannot accept responsibility for any alterations caused by the Client or any third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions. If a Client or third party of their choosing edits the web site code and this results in functionality errors or the page displaying incorrectly, then Silvertoad reserves the right to quote for work to repair the web site. The Client has sole responsibility for ensuring that they have back-up copies of the website files.
- 18. Domain Names:** Silvertoad Ltd may purchase domain names on behalf of the Client. If required, a domain name will be registered by Silvertoad Ltd on behalf of the client once we have received payment in full. The domain names may be registered to us, but the client is the legal owner of the domain and if they request to have alternatively register the domain in your own name from the start or may ask you to register the domain yourself and simply provide us with access to your domain control panel/console to allow us to configure the domain as needed. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Silvertoad Ltd. The Client should keep a record of the due dates for payment to ensure that payment is received in good time. Silvertoad Ltd provides links or references to our client's websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but does not guarantee or warrant that such links will point to the intended client site at all times.
- 19. Website Hosting:** If the Client selects Silvertoad Ltd to host a website the Client must make the agreed monthly payments on time. Silvertoad Ltd recommends setting up a standing order to cover this monthly payment. If Client is more than 30 days late in making payment, Silvertoad Ltd, at its sole discretion, may remove all material that relates to the Client from its servers. Silvertoad Ltd is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges on the Client's account. If the client does not use Silvertoad Ltd hosting services, then the management and hosting of the website is the full responsibility of the Client. Website hosting can be cancelled by either Silvertoad Ltd or the Client at any time by providing 30 days' notice. If the client does not wish to renew the monthly hosting, the site files and associated data can be made available to the client on request and any domain name can be transferred to the client's nominated registrar account. A small admin fee to cover the time to do this may be payable.
- 20. Search Engine Optimisation (SEO):** Silvertoad Ltd do not take any responsibility for a client's website rank on search engines as Silvertoad Ltd do not control these 3rd party search engines. Silvertoad Ltd do offer paid marketing consultancy services which may cover Search Engine Optimisation but this would be covered under a separate Agreement drawn up at the time of quoting.



- 21. Marketing Services:** Silvertoad Ltd provide a range of marketing services the cost and terms of which will be agreed on an individual basis with the Client if the Client request these services.
- 22. General:** These Terms and Conditions supersede all previous representations, understandings or Agreements. The Client's signature below, confirmation of an order via email or payment of an advance fee constitutes Agreement to and acceptance of these Terms and Conditions. Payment is an acceptance of our terms and conditions.
- 23. Governing Law:** This Agreement shall be governed by English Law.
- 24. Limited Liability:** Client hereby agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service or Host Server. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity or material advocating illegal activity, and any infringement of privacy or libel. Client hereby agrees to indemnify and hold harmless Silvertoad Ltd from any claim resulting from Client's publication of material or use of those materials. Client hereby agrees to indemnify and hold harmless Silvertoad Ltd from the submission of illegal materials. If Silvertoad Ltd shall acquire an Internet domain name on behalf of the Client, then in such case Client hereby waives any and all claims which it may have against Silvertoad Ltd for any loss, damage, claim, or expense arising out of or in relation to the registration of such domain name in any online or off-line network directories, membership lists, or registration lists, or the release of the domain name from such directories or lists following the termination of the providing of this service by Silvertoad Ltd for any reason. Under no circumstances, including negligence, shall Silvertoad Ltd, its offices, agents, or anyone else involved in creating, producing, or distributing its services, be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use Silvertoad Ltd services; or that result from mistakes, omissions, interruptions, deletion, or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction, or unauthorized access to Silvertoad Ltd records, programs, or services. Client maintains sole responsibility for data backups and restoration. Client hereby acknowledges that this paragraph shall apply to all content on Silvertoad Ltd services. The entire liability of Silvertoad Ltd to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.
- 25. Severability:** In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid.
- 26. Arbitration:** Any disputes in excess of the maximum limit for small claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon Arbitrator. The Arbitrator's award shall be final, and judgement may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable Solicitor's fees, and legal interest on any award or judgement in favour of Silvertoad Ltd.

