



## Longbow Design and Marketing Ltd

### Terms and conditions for website development

This agreement contains the entire understanding between Longbow Design and Marketing Ltd (LDM) and its client (CLIENT). It replaces any prior agreements that may have been made.

#### 1.1. Payment and Schedule

- 1.1.1. An initial deposit of 50% of the estimated amount is required in advance before work commences. CLIENT will be invoiced for the balance of the amount estimated (plus any other monies for optional/additional work) upon completion (website launch). This balance is payable within 30 working days of the date of invoice.
- 1.1.2. For any optional work, additional to that covered in this quotation, LDM's rate is £50 per hour.
- 1.1.3. If there is no agreed completion date, work will be carried out by LDM in a timely manner, prioritising when required. Final completion date will also depend on turnaround time for content and information requests to CLIENT by LDM. LDM will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.
- 1.1.4. CLIENT will be provided with access to the new website in order to view it as it is being built.

#### 1.2. Ownership and Responsibilities

- 1.2.1. If the website utilises a web hosting account set up by LDM on behalf of CLIENT this may require monthly or annual renewal and LDM will invoice CLIENT for this. Failure to pay these invoices may result in the loss of the website.
- 1.2.2. In the event that CLIENT arranges and pays for hosting, instead of LDM, LDM is to be provided with full and unrestricted access to any web hosting account necessary to conduct development work. LDM does not take responsibility for any technical issues arising from the web hosting.
- 1.2.3. CLIENT is responsible for ensuring LDM is supplied with content material in a timely manner.
- 1.2.4. Contents of the website and, if required, domain registrations, will become the property of CLIENT after final payment has been made. (Excludes photographic copyright for any images supplied by LDM, or Royalty Free images.)
- 1.2.5. If the agreed price does not include website maintenance CLIENT is responsible for website code updates, and for making backups of the website, or requesting this work to be carried out on its behalf. It is important to keep website code files up-to-date for security reasons.

#### 1.3. Limitation of Liability

- 1.3.1. LDM will not be liable for any damages or losses, financial or otherwise, to CLIENT, its partners, clients, heirs or any third parties, resulting directly or indirectly from circumstances outside its control, including but not limited to: host server downtime, errors or faults due to web host; failure by CLIENT to renew hosting account; current or future



programmatically errors or incompatibilities within the WordPress engine, plugins or themes code; computer viruses, malware, malicious software or hacking attacks; copyright infringement in content supplied by CLIENT, any other unforeseen circumstances.

1.3.2. The website is to be checked and verified by CLIENT as functional and correct before launch. Launch implies this has occurred satisfactorily. LDM will not be liable for any damages or losses, financial or otherwise, to CLIENT, its partners, clients, heirs or any third parties, resulting directly or indirectly from inconsistencies, omissions, errors or copyright infringements within the website discovered or occurring after launch.

#### 1.4. Termination

1.4.1. In the very unlikely event that LDM is unable to complete the agreed work for CLIENT for any reason, e.g. ill health or unforeseen technical issues, LDM's liability is limited to a refund to CLIENT of the deposit paid. In this case, any and all part completed work by LDM remains the property of LDM.

1.4.2. Should CLIENT wish to terminate this agreement before completion of work by LDM, payment settlement to LDM is required according to the proportion of work already completed at the time, with a minimum settlement of the deposit paid. In this case, any and all part completed work by LDM remains the property of CLIENT (excluding copyright on LDM's photographic images or Royalty Free images). Cancellation of any third party service, such as hosting or software, relating to the website is subject to the supplier's terms and conditions.