

Revision Date: Oct 02, 2019

(Please ensure that you read and understand these Terms and Conditions.)

## WEBSITE DESIGN - TERMS AND CONDITIONS

- 1. Contract:** The client's instruction for work to commence shall be deemed a contractual agreement between the client and KEY DESIGNS. Once payment is received you will agree to start the project.
- 2. Clients Responsibilities:** Provide all content relevant to building your brand
- 3. Domain Name Registration:** All third-party costs arising from the registration of a domain name shall be met by the client. KEY DESIGNS will register the ownership of any domain in the name of the client and will ensure that it is renewed at the appropriate time and on the instruction of the client.
- 4. Search Engine Optimization:** KEY DESIGNS will register a client's website with the major Search Engines as part of the website design agreement and at no extra cost. However, KEY DESIGNS offer packages to continue client's on-going web site promotion. The order in which websites are ranked in search results is controlled by the Search Engines. While KEY DESIGNS offer an optimization service for this purpose, KEY DESIGNS is unable to give any guarantees as to the success of any Search Engine optimization and the ranking results.
- 5. Cancellation:** Should the client wish to cancel at any point during the website design process, they will remain liable to pay for the work that has been done up to that point in time and they will be invoiced for that work on a scale consistent with the amount of work that has been done.
- 6. Website Content:** In order to ensure that website design work is started at the scheduled time and is progressed in a timely manner, it is the responsibility of the client to ensure that content for inclusion in the web site is provided to KEY DESIGNS at the agreed time.
- 7. KEY DESIGNS** requires that a client provides all the required information at the appropriate time. Should there be any delay in the progress of a client's website design due to the client not providing the required information in a timely manner; KEY DESIGNS cannot be held responsible for any extension beyond the previously agreed completion date of the design project. If a client fails to provide the required information within four weeks of the agreed commencement date of the design phase of their website, KEY DESIGNS reserves the right to end the design project. At that point, any outstanding balance remaining on the client's account with KEY DESIGNS becomes immediately payable.

(All plans are non-refundable.)

**8. Prototyping:** KEY DESIGNS employ the technique of producing website design concepts for clients in a prototype form, so that a client can see the design stages of their website as it evolves. It also allows the client the opportunity to be continually involved in the development of the design by contributing ideas or suggesting amendments before the design has gone past the stage where wholesale changes would require major alterations, and would cause delays. Prototypes will be posted to the KEY DESIGNS server and will be made accessible to the client during this phase of the design. The number of prototypes produced for any design specification will be consistent with the scale of the project, the amount of the agreed fee, and the agreed timescale for the design. The prototyping approach is at its most effective when clients provide in advance, their preferences for the look and feel of the website, their choice of color scheme, possible layouts of the pages, company logos, photographs, images, videos or animations in the appropriate format for the web, textual content, and the URL's for external links. It is also very helpful if clients indicate a selection of websites that they like as an example of what kind of design they prefer.

**9. Quotations:** The price quoted to the client is for the work agreed on the quotation only. Should the client decide that changes are required after work on the website commences, then KEY DESIGNS will accept these changes with the provision that additional charges may require to be negotiated.

**10. Payment for Plan:** All plans are paid in advance total agreed cost of the project is required to be paid by the client to KEY DESIGNS before any prototyping or design work can commence.

**11. Website Maintenance and Support:** The website is handed over to and accepted by the client as a fully functioning, completed work. The annual hosting fee is separate from the design fee. All updates/amendments to the published web site will be charged at our current rate. Structural changes and significant content updates, where new pages and navigation links are required, will be priced separately.

**12: Illegal Activity-** KEY DESIGNS cannot be held responsible for attacks on completed websites, or web servers on which they are hosted, as a result of any illegal activity. Equally, KEY DESIGNS cannot be held responsible for the content of external websites linked to, or referenced by, the client's site and/or any infection or inappropriate content encountered as a result of users visiting these external websites.

**13. Compliance with Ecommerce, Accessibility or Other Regulations:** KEY DESIGNS will design a website according to a client's requirements specification. It is the client's responsibility to ensure that the website and its content complies with statutory trade and business regulations. KEY DESIGNS cannot accept responsibility for any failure to comply with regulations related to accessibility, online trading or regulations related to a specific trade or business. KEY DESIGNS recommends that the organization/client seek legal advice.

(All plans are non-refundable.)

## KEY DESIGNS TERMS OF SERVICE

By agreeing to these Terms and Conditions, your statutory rights are not affected. KEY DESIGNS reserves the right to change or modify any of these Terms or Conditions at any time. Please contact KEY DESIGNS if any of the above points require clarification.

- A. If there is a dispute about any of the contents of the terms, KEY DESIGNS should be notified to within 2 working days of receipt of the Invoice by phoning
- B. Any goods on the Invoice supplied by KEY DESIGNS remain the property of KEY DESIGNS until paid for in full.

Domain Names Registry. "Server" means the computer server equipment operated by us in connection with the provision of the Services. "Web Site" means the area on the Server allocated by us to you for use by you as a web site for public viewing on the Internet. "Network" means the computer equipment leased, rented or owned and operated by us. Both parties agree to the following Terms and Conditions, and that they will comply for the duration of any Agreement.

Please be aware that failure to carry out your obligations under this Agreement could be seen as a breach of contract, leading to the termination of Services provided by KEY DESIGNS

(All plans are non-refundable.)