



## Terms & Conditions | Jake Richard, trading as Headjog Creative

PLEASE READ THIS AGREEMENT CAREFULLY. BY USING SERVICES FROM THE FOLOWING WEBSITES YOU ARE AGREEING TO COMPLY WITH THESE TERMS & CONDITIONS:

JAKERICHARD.CO.UK, HEADJOG.CO.UK, CREATIVEINDIGITAL.CO.UK

**Estimates** - I will provide you with an estimate of the costs involved for the services you have requested before any work commences.

**Payment Schedule** - The client agrees to pay to an initial, non-refundable deposit of 20% of the estimated total cost, unless other terms have been agreed upon. The outstanding balance must be paid immediately on completion of the project. Any account not settled within 7 days of written or emailed notice or exceeding this time frame in any way is subject to suspension. No domain will be released to another hosting company until all outstanding amounts are paid. The client is responsible for all money owed on the account from the time it was established to the time that the client notifies me in writing to request a termination of services. Where payment for services or design is overdue I reserve the right to charge interest at the rate of 10% per month, and also reserve the right to suspend service and remove any web projects from viewing on the internet with a re-connection fee of £50. I may charge you a reasonable fee to cover my time and administration costs if any payment you are required to make is not honoured by your bank or building society or credit card company, the current minimum charge is £50. All offers and prices quoted on my websites are subject to confirmation.

**Design changes** - I am pleased to offer you the opportunity to make revisions to the design. However, I also have the right to limit the number of design changes to a reasonable amount (typically 3) and may charge for additional designs if you make a change to the original design specification. My website development phase is flexible and allows certain variations to the original specification. However any major deviation from the specification will be charged at the rate of £40 per hour.

**Rejected work** - If you reject any of my work within an agreed review period, or do not approve subsequent work performed by me to remedy any points recorded as being unsatisfactory, and I, acting reasonably, consider that you have been unreasonable in any rejection of my work, I can elect to treat this contract as at an end and take measures to recover payment for any completed work.

**Completion Date** - Myself and the client must work together to complete the web design project in a timely manner. I agree to work expeditiously to complete the web design project no later than 30 days after the client has submitted all necessary materials. If the client does not supply me with complete text and graphic content for this web design project within 45 days of the date this agreement was signed, the entire amount of the agreement becomes due and payable.

Headjog Creative

Tel: 01756 460 224 | Mob: 07985 433 090 | [j.richard@headjog.co.uk](mailto:j.richard@headjog.co.uk)

[headjog.co.uk](http://headjog.co.uk) | [jakerichard.co.uk](http://jakerichard.co.uk) | [creativeindigital.co.uk](http://creativeindigital.co.uk)

**Copyrights and trademarks** - The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork or multimedia files such as sounds or video clips supplied to me for inclusion in the design project are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will indemnify me from any claim arising from the use of such items supplied by the client.

**Competency** - Use of some web services sometimes requires a certain level of knowledge in the use of Internet languages, protocols, and software. The client agrees that he or she has necessary knowledge to create and utilise the service. The client agrees that it is not the responsibility of me to provide this knowledge or customer support outside of the defined service.

**Search engines** - I do not guarantee any specific position in search engine results for your website. I perform basic search engine optimisation according to current best practice and project budget.

**Logo** - Websites or phone apps designed or redesigned by me may contain a discrete link in either image or text form to [jakerichard.co.uk](http://jakerichard.co.uk) or [headjog.co.uk](http://headjog.co.uk), displaying that it has been designed and/or hosted by me. If you do not want this link, you should notify me before the project is started.

**Additional fees** - You agree to reimburse me for any requested expenses which do not form part of our proposal including but not limited to the purchase of templates, third party software, stock photographs, fonts, domain name registration, web hosting or comparable expenses.

**Website & email backups** - You are responsible for maintaining your own backups with respect to your website and I will not be liable for restoring any client data or client websites except to the extent that such data loss arises out of a negligent act or omission by me.

**Cross browser compatibility** - By using current versions of well supported content management systems such as WordPress, I endeavor to ensure that the website I create is compatible with all current modern web browsers such as the most recent versions of Internet Explorer, Firefox, Google Chrome and Safari, and devices such as laptop, desktop, mobile or TV. I cannot guarantee however that the website will perform consistently across every potential combination of device and web browser.

Signed - Clients Signature \_\_\_\_\_

Clients Name \_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_

Please sign, date and return this form to: **Jake Richard, 5 Chapel Street, Carleton, Skipton. BD23 3HE**

**Headjog Creative**

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