



## BRAND9: TERMS & CONDITIONS

### 1. Payment

We require a 50% deposit to enable us to start any work. The remaining 50% needs to be paid and cleared upon completion of the work and paid before the site goes live (if a new website). Or paid within 5 working days for other work.

Once the funds are fully cleared, all usernames and passwords will be provided to the client for a new website design.

For SEO work, each monthly payment needs to be made and cleared *before* work starts or continues.

### 2. Cancellation of work

If for any reason, it is necessary to cancel a design of a website, or any other work undertaken on behalf of the client, cancellation needs to be emailed direct to us. No refunds will be given for work that already has been paid for, undertaken or deposit paid. Any work done over the 50% mark will also be chargeable.

### 3. Changes to the agreed specification

We will change or amend small changes (snagging) as part of the service we provide and we will try and accommodate requests as much as possible without charge. However, major changes to the agreed specification which means a design restart or work that has already been done will be chargeable.

### 4. Client Obligations

We will endeavour to ensure all spelling and grammar is correct as part of our commitment to quality. The Client is responsible for checking the wording of their completed website.

### 5. Acceptance of the Brief

Client acceptance of the brief must be received either by email to us or payment of the deposit. Acceptance implies full agreement to the terms and conditions.

To manage your expectations, we will give you an estimated lead time to completion of the work we undertake. We will also keep you informed as soon as possible in the unlikely event work might be delayed.

### 6. Additions to the Brief

Large amounts of work, which is in additional work to the agreed scope of work contained within the brief will be charged at the company's rate. Small changes will be accommodated as much as possible without charge.

### 7. Engagement with our company

If we are designing your website, we will put a discreet logo at the bottom of your website. You can request for this not to be displayed.

### 8. Fee Proposal Validity

Quotations made by the company for services will be valid for a period of 60 days from the date of the quotation.

### 9. Termination of Appointment

In the event of the client terminating the appointment, the client will be liable for the amount outstanding at the time of termination if applicable. Notice of termination will only be accepted in writing via email.

**10. Payment Terms**

If an invoice becomes overdue for payment ie after 30 days of completion, interest on the overdue amounts will be charged as follows:

§ From 31 to 45 days 5% of the unpaid invoice total.

§ Over 45 days an additional 5% of the unpaid invoice total.

Payment shall be deemed to have been received when the full amount of the value of the invoice has been credited to the company's bank account.

**11. Force Majeure**

In the event that the company is prevented from carrying out its obligations under a contract, as a result of any cause beyond its control, such as but not limited to Acts of God, war, strikes, lockouts, flood and failure of third parties to deliver goods, the company shall be relieved of its obligations and liabilities for as long as fulfilment is prevented.

**12. The Company's Liability**

The company shall not be liable for any direct, indirect or consequential loss no matter how caused. Where applicable the company's liability will be limited to the amount of the fee agreed and paid.

**13. Complaint**

Unless a written complaint is received, it will be assumed for all purposes that the services supplied are met with complete satisfaction by the client. Any notice of complaint should be presented within 1 month of the completion of the work. Upon receipt of such notice, the company will at its own cost take all necessary action as it considers appropriate to investigate the complaint.

**14. Miscellaneous**

If any part of these Terms and Conditions is held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected. The laws of England shall govern the validity, construction, and performance of any contract to which these Terms and Conditions apply, and the parties submit to the jurisdiction of an English Court.

