



Terms and Conditions

This document was last updated 29th March 2016.

The following terms and conditions document is a legal agreement between “Chris Watterston” and “Client” for the purposes of branding, website design, development, print or support services. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

2. Acceptance Of Work

Quotation and, or proposals received by the recipient are valid for 14 days only, unless otherwise stated on the documentation.

No contract of service exists between Chris Watterston and Client until Chris Watterston receives written confirmation from client agreeing to the quoted or proposed project, via email or postal only.

Any other services on the order, which have not been included in the quotation, proposal or invoice, do not form part of the contract. The Client agrees to check the details of the quotation, proposal or invoice are correct and should print, keeping a copy for their records. Chris Watterston reserves the right to withdraw from a contract at any time prior to acceptance, or after.

3. Permissions & Copyright

Copyright of the completed branding, website design, development or print services created by Chris Watterston for a project shall be with the Client in full upon final project completion, with full payment received by Chris Watterston. Without payment, ownership of branding, website design, development or print services created is with Chris Watterston.

The Client agrees that resale or distribution with the intension to gain profit from the branding, website design, development or print services and/ or the completed files in full or in part is forbidden without prior written agreement between the Client and Chris Watterston.

The Client hereby agrees that all media and content made available to Chris Watterston for use in the project are either owned by the Client or used with full permission of the original authors. The Client agrees to hold harmless, protect and defend Chris Watterston from any claim or suit that may arise as a result of using the supplied media and content.

The Client agrees that Chris Watterston may include design and development credits, or links within any branding, website design, development, print or support created. The Client agrees that Chris Watterston reserves the right to include any work done for the Client in a portfolio of work and promotion or marketing materials, including the use of the Clients branding or logo - ensuring that no personal or confidential information is shown.

4. Material

Chris Watterston reserves the right in its sole discretion to refuse to sell a branding, website design, development, print or support services to a Client who has a website or business which it deems is, including but not limited to, unlawful or inappropriate, contains a virus or hostile program, constitutes harassment, racism, violence, obscenity, harmful intent, spamming, contains adult content, commits a criminal offence, infringes privacy or copyright or any other questionable media at the discretion of Chris Watterston.

Chris Watterston reserves the right to refuse to sell branding, website design, development, print or support services to those thought or known as competitors of Chris Watterston. The Client may not purchase branding, website design, development, print or support services for use in development of their own product to directly compete with the branding, website design, development, print or support services of Chris Watterston.

Chris Watterston reserves the right to refuse sale for orders from suspect payment or address details, or other reason at the discretion of Chris Watterston. Chris Watterston reserves the right without notice to cancel, reject, refuse sale to or work with a Client without reason for such rejection or refusal.

5. Domain Names & Hosting

The Client agrees to take all legal responsibility for use of third party domain name, hosting and email services and hereby agrees to indemnify and hold harmless Chris Watterston from any claim resulting from the Client(s) publication of material and use of the domain name, hosting and email services.

Any support or payment due relating to the domain name, hosting and email services are to be made between the Client and the third party service, unless stated otherwise that Chris Watterston offers to purchase and set up the domain name, hosting and email services for the Client, and will therefore invoice the final cost, including a setup fee to Client.

The Client agrees to pass on (S)FTP details and any other access details relating to their domain name, hosting or email account which Chris Watterston requires to undertake work for a project. Chris Watterston reserves the right without notice to refuse work with domain names or hosting and email services in the event that the Client rejects or refuses to provide such details.

In the event that the client website fails or becomes corrupt for any reason that has client origin, a one-off fee of £95 will be invoiced to complete the backup restoration. The client understand and agree that if a full data restoration is requested, all current website data will be removed and replaced by the backup restoration data, and that this process cannot be undone.

6. Projects and Support

All alterations and support for branding, website design, development, print or support services are to be requested in writing by email or post by the Client. After the specified allocated time of alterations or support at stated within the quotation, proposal or invoice have been completed, Chris Watterston reserves the right to advise the Client as such and send a separate quotation, proposal or invoice to the Client and to request payment for any further alterations. Chris Watterston reserves the right to request payment be received for further alterations and support before

continuing work.

Upon completion of an agreed branding, website design, development, print or support service the Client is asked to confirm in writing by email or post that the branding, website design, development, print or support services is signed off as complete and agree that any further alterations and support are chargeable.

The Client agrees to provide any needed information and content required by Chris Watterston in good time to enable Chris Watterston to complete the branding, website design, development, print or support service as part of an agreed project or allocated support time.

The Client agrees that the project completed for a branding, website design, development, print or support service may not exactly match the original concept designs provided because of the difference between the display in design software, internet browser, colouring of device display, printing technique or print materials. Chris Watterston agrees to try and match the agreed concepts as closely as is possible.

If an error or issue with the branding, website design, development, print or support services arises during the project which does not allow the branding, website design, development, print or support service to match the original specification, then Client agrees that Chris Watterston can apply a nearest available alternative solution.

After the branding, website design, development, print or support service completion, a Client or a third party of their choosing may wish to edit the branding, website design, development, print or support themselves to make updates. However, the Client agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the branding, website design, development, print or support themselves. If Client or a third party of their choosing edits the branding, website design, development, print or support and this results in functionality errors or the branding, website design, development, print or support displaying incorrectly, then Chris Watterston reserves the right to quote or invoice for work to repair the branding, website design, development, print or support.

Chris Watterston reserves the right to assign subcontractors in whole or as part of a project if needed.

All communications between Chris Watterston and Client shall be by email, telephone, Skype, provided platform or in person, except where agreed at the discretion of Chris Watterston.

If a Client does not use all Support hours stated within a proposal or contract for that period of the branding, website design, development, print or support service, remaining un-used hours will not be carried forward to the following year or contract.

Chris Watterston reserves the right to deactivate an single, or multiple additional online or hosted services if no additional service contract is agreed between Chris Watterston and Client for a 13 month period. Services includes, but are not limited to; styleguidelin.es, branding, website design, development, print or support service.

7. Web Browsers

Chris Watterston shall make every effort to ensure sites are designed and developed to be viewed by the majority of visitors. Sites are designed and developed to work with the main browsers; Internet Explorer, Google Chrome, Mozilla Firefox and Safari. The Client agrees that Chris Watterston cannot guarantee correct functionality with all browser software across different operating systems.

The Client agrees that after the handover of files, any updated software versions of the main browsers; Internet Explorer, Google Chrome, Mozilla Firefox and Safari, domain name setup changes or hosting setup changes thereafter

may affect the functionality and display of their website. As such, Chris Watterston reserves the right to quote or invoice for any work involved in changing the website design or website code for it to work with updated browser software, domain name or hosting.

8. Payment Terms

All prices are exempt of VAT.

All invoices must be paid in full within 7 calendar days of invoice date unless otherwise agreed at the discretion of Chris Watterston, or stated otherwise on provided quotation, proposal or invoice to Client.

Additional work requested by the Client which is not specified in the agreed quotation or proposal is subject to a separate quotation or invoice and Chris Watterston reserves the right whether to quote, propose or accept additional work. If additional work is accepted by Chris Watterston, this may effect timescale and overall delivery time of the project.

Once an invoice is sent to the Client it must either be paid either by bank transfer, cheque made payable to "Mr C Watterston" and sent with proof of posting to "Pentire - Stable 2, Fordbridge Road, Sunbury-on-Thames, Middlesex, TW16 6AX" postal address, or paid online with major credit card via Paypal, or alternative recommended secure online payment.

Chris Watterston reserves the right to decline further work on a project if there are invoices outstanding with the Client. Client may request that Chris Watterston cancel a project in writing by email or post to Chris Watterston and the project is cancelled only if Chris Watterston confirms work has not been started on the project. If Chris Watterston has begun or completed the work and the Client no longer requires the files or service but have agreed to the work, they are still obliged to pay Chris Watterston for the work that has been carried out, including an additional £450 cancellation fee.

All invoices are submitted by email. Chris Watterston reserves the right to remove, disable or cancel the work or service for Client from if payments are not received within 7 calendar days of invoice date.

All invoices, quotations and proposals are in British Pound Sterling (GBP).

Under the event that the Client is not making payment from within the United Kingdom or in British Pound Sterling (GBP), the Client agrees that the total amount must be paid in full to that equivalent in British Pound Sterling (GBP). Chris Watterston reserves the right to withhold project completion until full settlement has been made from Client.

9. Liability & Warranty Disclaimer

Chris Watterston provides branding, website design or development services, and provides a limited ninety (90) day warranty with regard to the branding, website design or development services, or fitness of services offered for a particular purpose. Chris Watterston provides no warranty on print or support services.

Chris Watterston endeavours to provide a branding, website design, development, print or support services within given delivery timescale(s) to the best of its ability. However, the Client agrees that Chris Watterston is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery timescale.

The Client agrees Chris Watterston is not liable for absence of service as a result of illness or holiday.

The Client agrees Chris Watterston is not liable for any failure to carry out services for reasons beyond its control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

Chris Watterston is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

On handover of files from Chris Watterston to Client, the Client shall assume entire responsibility in ensuring that all files are functioning correctly and error free within the outlined ninety (90) day warranty period.

Whilst every effort is made to make sure files are error free, Chris Watterston cannot guarantee that the display or functionality of the the branding, website design, development, print or support will be uninterrupted or error free. If after handover of files errors are found and reported by the Client within the warranty period in something Chris Watterston has created or provided and the main browsers Internet Explorer, Google Chrome, Mozilla Firefox, Safari, domain name setup and hosting setup are the same as when work began, then Chris Watterston shall correct errors for the Client free of charge.

If after handover of files errors are found in the branding, website design, development, print or support Chris Watterston has created and the main browsers Internet Explorer, Mozilla Firefox and Safari have released an updated software version, or the domain name setup, hosting setup has been changed, or the original files at handover have been altered by the Client or third-party, Chris Watterston can correct errors for the Client and reserves the right to quote or propose separately for any additional work needed as a result of correcting the errors.

Should the Client go into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, Chris Watterston reserves the right to cancel forthwith any projects and invoice the Client for any work completed.

Chris Watterston shall have no liability to the Client or any third parties for any damages, including but not limited to, claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these branding, website design, development, print or support services even if Chris Watterston has been advised of the possibility of such damages.

There are some laws and taxes which affect Internet e-commerce the Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend Chris Watterston and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet e-commerce.

Chris Watterston may from time to time recommend to the Client that updates are needed to their the branding, website design, development, print or support services to comply with, including but not limited to, new legislations, software releases and web standards. Chris Watterston reserves the right to quote or propose for any updates as separate work. The Client agrees Chris Watterston is not liable for any failure to inform or implement these updates to their branding, website design, development, print or support services. The Client agrees that it shall defend, indemnify, save and hold Chris Watterston harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

10. Indemnification

The Client agrees to use all Chris Watterston services and facilities at their own risk and agree to defend, indemnify,

save and hold Chris Watterston harmless from any and all demands, liabilities, costs, losses and claims including but not limited to attorney's fees against Chris Watterston or its associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties. Client agrees this indemnification extends to all aspects of the project, including but not limited to the branding, website design, development, print or support.

The Client also agrees to defend, indemnify and hold harmless Chris Watterston against any liabilities arising out of injury to person or property caused by any service provided or agreed to be provided or any product or service sold by the Client or third parties, including but not limited to, infringement of copyright, infringement of proprietary rights, misinformation, delivery of defective products or services which is harmful to any person, business, company or organisation.

11. Nondisclosure

Chris Watterston and any third party associates agrees that, except if directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential information. Likewise, the Client agrees that it will not convey any confidential information about Chris Watterston to another party.

12. Privacy Policy

Chris Watterston and any third party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998 and also for the following purposes 1) to identify the Client in communications with them 2) to contact the Client from time to time to offer them services or products which may be of interest to or benefit the Client.

13. Interpretation

Chris Watterston reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client in breach of these terms and conditions. Chris Watterston shall be the sole arbiter in deciding what constitutes a breach. No refunds are given in such a situation. This agreement shall be governed by the laws of England and Wales which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.

Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law. Any and all matters pursuant to this agreement are governed by English Law and are under exclusive jurisdiction of the English Courts.

Chris Watterston reserves the right to alter these Terms and Conditions at any time without prior notice, the latest terms and conditions can be found at the website of Chris Watterston, <http://www.chriswatterston.com/legal/termsconditions.pdf> with a date of last update.

Notwithstanding anything to the contrary in the Terms and Conditions, Chris Watterston shall notify Client in the event of any material change to the Terms and Conditions. If Client does not agree to the revised terms and no other

accommodation can be agreed between the parties within thirty (30) days of such notice, Client may terminate the agreement immediately without penalty. In such event, Client will pay Chris Watterston for all outstanding work accrued through the date of termination. Client should look at the Terms and Conditions regularly.

By accepting a quotation, proposal or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees acceptance of work to be legally binding by these Terms and Conditions.