Terms of Service and Contract

Designer/Developer:	Ralph Stokes – On behalf of Blueleaf Studio
	(Herein referred to as 'the Developer' or "Blueleaf Studio")
Company / Client:	The person who hereby acknowledges this contract by ticking the box labeled 'I have read and agree to the Terms of Service' on http://blueleafstudio.net
	(Herein referred to as 'the Client')

Agreement

1. Project Details

This Project will include all components, services and products agreed on by both the Developer and Client, as described in the agreed project proposal (Attached separately).

2. Copy / Text

The Client should supply all text. If custom copy is required, a separate estimate will be provided. The Developer will offer amendments and/or suggestions as required.

3. Graphic Creation

It is anticipated that the Developer will create, capture or receive from the Client all the graphic elements necessary to complete the Client's web site excluding logos, brochure layouts and photography unless otherwise stated in the project proposal. If the Developer is required to provide a logo, brochure layout or photography, an estimate will be provided and laid out in the project proposal. Any graphic being supplied by the Client will be emailed to the Developer in good time before beginning the project.

4. Photography

The Client will supply all custom photography unless otherwise stated in the project proposal. If custom photography is required and you need Blueleaf Studio to handle this, an estimate will be provided in the project proposal.

5. Payment Terms / Work Flow

A minimum deposit of one third (33%) of the total amount is required to commence work.

Once the Developer receives the first deposit, the agreed number of basic site design concepts will be made available for the Client's viewing and approval within a reasonable timeframe. The agreed number of concepts is laid out and agreed upon in the project brief. Communication between the Developer and the Client is crucial during this phase to ensure that the ultimate publication will match the Client's taste and needs.

The Client may ask for changes to one or more design concepts, according to the number of Design revisions laid out in the agreed project brief. Should the Client require more revisions than agreed, each extra revision will incur an additional charge. Similarly, any major changes that require a new graphic layout after the design revision(s) have been agreed upon will incur an additional charge. However the Developer agrees to act in good faith and listen to the needs of the client, implementing minor changes without further cost at his or her discretion. Anything that has previously been agreed upon and is intentionally or accidentally omitted by the Developer within the final designs, will be added by the Developer before the final payment is made by the Client.

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Once any design revisions are complete, the Client will be asked to confirm acceptance for the basic site design via e-mail or by signing a printed copy of the design. Once this acceptance is received from the Client, the work necessary to complete the project will begin, and the second third (33%) of the total amount will be paid.

Clients should continue, however, to continually view updates to the site and express their preferences or dislikes to the Developer. Upon completion of the web site, an e-mail or letter and invoice will be sent to the Client advising the Client that the work has been completed. Final payment of the remaining 34% balance plus any additional charges incurred will be due within fifteen (15) business days after delivery of this e-mail or letter and invoice.

6. Domain Names and Hosting

Where the Developer is not the supplier or registrar of the Clients' domain name or hosting account, the Client will grant the Developer permission to access all servers, files and folders needed to complete the project. The Client agrees to provide the Developer with all necessary passwords and details to access these files.

Where the Developer is the provider or reseller of the Clients' domain name or hosting accounts, the Developer promises to provide all details for the access of ftp, databases and email services to the client.

7. Client Amends

Blueleaf Studio prides itself in providing excellent customer service. That is the spirit of our agreement and the spirit of the Developer's business. To that end, we encourage input from the Client during the entire design process. The Developer will make every effort to make the designs available to the Client on a demonstration site throughout the design and development process.

8. Third Party or Client Page Modification

Some Clients will desire to independently edit or update their web pages after completion of the site as a way to control costs and avoid the expense of a Maintenance Agreement. This is always an option for Clients of the Developer.

Note however, that if anyone other than the Developer attempts to update the web site and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed at an hourly rate. There is a one hour minimum.

If a content management system is provided the Developer will provide documentation on the usage of the system but is not liable for any changes made to the system or site content made by the Client or any third party.

Where web hosting is purchased from the Developer, the Developer will provide email support on the usage of the content management system and web hosting product. This does not include any development or changes made to the content management system and only includes support for functionality that was originally included in the initial web site.

9. Copyrights and Trademarks

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer for inclusion in the Client's web site are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend the Developer and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

10. Design Credit

Client agrees that the Developer may put a byline on the bottom of their web site establishing design and development credit with an active html hyperlink to the developers website. Client also agrees that the web site created for the Client may be included in the Developer's portfolio.

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11. Nondisclosure

The Developer, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any confidential information obtained about the Developer to another party.

12. Estimated Completion Date

The Developer and the Client must work together and aim to complete the web site by _____. Both the Developer and the Client should take into consideration that certain factors may extend or reduce the time it will take to complete the project.

13. Estimated Cost:

£1500

This price includes only the designs and functionality laid out in the project brief. The Developer agrees to charge no more than this estimated cost for all of the items laid out in the project brief. Any further requirements will incur additional costs at the discretion of the Developer. The Developer will reduce the costs of the project proportionally if parts of the agreed brief are withdrawn before work has begun or the developer is unable to fulfill his or her obligation.

14. Declaration

By ticking the box linked to this page both the client and developer enter into a legally binding contract of the terms laid out in this document.