



# Terms & Conditions

## GENERAL TERMS

You agree to provide and maintain correct contact information of relevant contacts throughout your project, including but not limited to:

- Contact Names
- Email Address
- Phone Number

## PAYMENT TERMS

Our payment term is 14 days.

Unless stated or agreed otherwise you must make payment within 14 days of receipt of any invoices.

The required payment timeframe is stated on the first page of all invoices.

If we do not receive payment within this timeframe we will reserve the right to restrict the services that we provide, this will include suspension of hosting, websites and emails.

Please note: Suspension of hosting or web servers due to non-payment will have a negative impact on your websites SEO and rankings. This is based on Google's ranking algorithm and is non-negotiable.

## WEBSITE TERMS

Any amount quoted for website projects, unless explicitly stated or agreed otherwise, excludes hosting of the website, domain name registering, video and image stock licenses and any additional licenses required for the operation/running of the website, outside of those agreed in the proposal.

For every website project a timescale for delivery will be provided. If the project time extends outside of the allocated timescale due to:

Lack or delay of correspondence from the client.

Slow or delayed delivery of content from the client.

Changes to the initial spec/proposal by the client.

An additional hourly charge may be incurred. Once a website has gone live (a state where the website is visible on a domain to the public), unless agreed otherwise, the client has 1 week to request any changes that relate to:

- Interoperability Errors
- Small tweaks (changes to be considered under 1 hour labour)
- Spelling mistakes.

After this period, unless agreed otherwise, changes to the website will become chargeable at an hourly rate. After this 1 week period, if your website is not hosted on our



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hosting, unless agreed otherwise, any errors, downtime, detection of viruses, malware, slow loading times or any issues relating to the operation of the website or any system we install are the responsibility of the website host, we will charge an hourly rate if requested to aid in resolving any such errors. If you choose to host your website with another host other than JakeTownsend.Design and during or after the project additional work or correspondence is required from JakeTownsend.Design, the additional time will be charged at our hourly rate. (This includes additional time setting up any aspect of the server, correspondence to and from the server host, additional set up time as compared to using our own host)

## WEBSITE RETAINER TERMS

JakeTownsend.Design may offer, at our discretion, website maintenance work on a retainer basis.

In the case a set amount of hours are agreed within this retainer, JakeTownsend.Design at its direction, may roll up to 50% of the non-utilized hours onto the following month/retainer period.

Hours may only be rolled over once and not accumulated and are subject to our availability.

In the event that any hours rolled over from the previous period are unused or not required. You will be notified via email and the fee will be deducted from your next retainer invoice.

## HOSTING TERMS

Hosting is invoiced in advance for a minimum of a 1 year period.

You may pay for hosting monthly, we will require written notice in advance should you want to opt for monthly billing, a £25 (annual) admin charge will be added to the monthly invoices. This is to cover time and labour of processing 12 invoices instead of 1 invoice.

If you wish to cancel or move your hosting, we require 30 days written notice.

We do not offer refunds for any hosting fees paid in advance.

In no circumstance do we release any server login details to anyone outside of the JakeTownsend.Design (this excludes CMS login details).

If you require to move your website/emails to another host, we will provide an export of your website's source code and database. There may be a fee to provide these files and if any outstanding invoices remain on your account we reserve the right to not release any files until all outstanding amounts are settled.

Our standard Website hosting allows 1GB of server hard drive space and unlimited use of bandwidth.



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If your website surpasses any limits an additional hosting charge may be applied, we will notify you via email if this is the case.

If your website or any script/file/resource associated with your website utilises a large amount of server CPU or RAM, additional work may be required to re-allocate your website to another host or optimise your files. (you will be notified and this may be charged at an hourly rate).

Failure to pay hosting fees within the stated terms on your invoice may result in suspension of the hosting service. After 90 days if payment is not received all files associated with your hosting account will be deleted.

## HOSTING SUPPORT

In the case when a problem with your website or email arises, if your hosting is through our server you may notify us of the error via email and we will work to resolve any issues.

In the case where an error arises from internal errors we will do our best to resolve any issues inclusive of your hosting cost.

In the case where an error arises through a circumstance caused by the client, an additional charge to resolve the issues may be applied.

I.e. Websites are running slow due to excessive server load – we will do our best to resolve any issues inclusive of your hosting cost.

I.e. Websites are running slow due to a modification made by the client – an additional charge to resolve the issue may be applied.

## DOMAIN TERMS

In the case that JakeTownsend.Design acts on behalf of a client to register a domain the domain will be registered using domain privacy and set to auto renew on expiry.

It is the client's responsibility to inform JakeTownsend.Design if they wish or intend to not renew the domain registration, otherwise the domain will be automatically renewed.

If the client wishes to transfer the domain away from JakeTownsend.Design registration service a fee may be incurred.

## CONTENT OWNERSHIP TERMS

We do not release any artwork or source code for any projects until full payment has been received. All designs, graphics and code remain the property of JakeTownsend.Design until full payment for the deliverables (as outlined in your contract) has been received.

An additional charge may be applied if artwork files are requested in a format that can be edited (PSD, AI).



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You acknowledge that you have the rights to use any artwork or assets provided by you for the purpose of your designs and understand that JakeTownsend.Design cannot be liable for any claim relating to the use of unlicensed artwork or assets which are provided by the client for the above purpose. We also agree that any artwork or assets provided by JakeTownsend.Design for the purpose of your project are fully licensed for its use.

Any licenses purchased for the purpose of your project will be transferred to you upon the transfer of your files stated in these terms.

## SEO TERMS

Please note that we recommend a minimum 3-6 month period for all SEO campaigns.

If you choose to pause or cancel your SEO campaign you must give at least 30 days written notice. You will still be charged for the following month if 30 days written notice is not given.

If you choose to pause or cancel your SEO campaign there is no guarantee that any rankings or traffic increases achieved will remain. There is a high possibility that they will remain for many months after the SEO campaign is paused or cancelled, but we do not guarantee this.

Please note that at any time a search engine may change their ranking algorithm, which may result in massive fluctuations in rankings. We do our best to allow for any changes but in some cases rankings may be massively affected either positively or negatively, through reasons beyond our control.

Unless explicitly stated otherwise all amounts quoted in all JakeTownsend.Design's SEO quotes and invoices are monthly fees.

Please note that our SEO campaigns do not come with a guarantee of sales, enquiries or rankings. We do everything to ensure that we meet the KPI's agreed in your SEO proposal /agreement, but we cannot guarantee a specific outcome due to the nature of SEO and Search Engines.