

TERMS AND CONDITIONS



Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote, pays or has paid an invoice with Craig Morfett Design then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

These terms can be amended or changed at any time, it is the clients responsibility to keep themselves aware of the terms of service of Craig Morfett Design as they are displayed at all times, updated in the footer of our website <https://craigmorfett.com/>.

All hosting is paid from the original scheduled start date until the end of the year & will be added to the total cost of the website build fee or billed separately, whichever is more convenient to the client.

Hosting Fees Per Year paid annually every January, where applicable.

GBP

Website Hosting FREE SSL £157.25 *recommended

Email £65.88

Domain £26.56

*prices for these services are provided by a 3rd party therefore can be subject to change & are + VAT where applicable.

USD

Website Hosting FREE SSL 200\$

Email \$85

Domain 35\$

*prices for these services are provided by a 3rd party, are converted from GBP and are subject to change.

Hosting paid in local currency and will be converted at the exchange rate from GBP.

1. All estimates/quotes are based on our understanding of your requirements and as per given time-frame. Any changes to the functionality including micro-improvements, may incur additional costs accordingly. Please ensure and clarify our understanding in a face to face, phone or video call meeting.

2. By accepting a quote, you agree to and accept the terms and conditions of Craig Morfett. Acceptance can be verbal, by email, payment of initiation or signing a quote.

3. Charges for services to be provided by Craig Morfett are defined in the invoice that the Client receives via e-mail.

4. Clients to ensure that we have included all requirements in the quotes/proposals/estimates and that we fully understand their requirements.

5. Any complexity related to specific tasks, must be advised in advance and included in the proposal for costing purposes. We operate in good faith and rely on our clients to disclose the full picture at the time of quotation. Any discrepancy arising due to unclear requirements will not be borne by Craig Morfett.

6. Craig Morfett will make every effort to complete the project/changes in the given time-frame. Reasonable delays are accepted if functionalities are redefined or modified.

7. Any delays at client's end, may delay the project and proposed time-frames and may incur additional costs.

8. Any bugs (programming errors) reported during the development DOES NOT attract additional charges.

9. Any re-work on an already completed task can attract additional charges. Any changes in the design after the design approval will incur additional charges.

10. Any modifications requested after the Go-Live approval will incur additional charges. All additional work, over and above the estimates is charged separately.

11. Website/application content and all related materials need to be provided to us prior to starting the project.

12. Our websites/applications are generally tested on PCs, tablets and mobiles including near recent versions of the following browsers: IE, Firefox, Chrome & Safari. If you require testing to be done on any other browser, please let us know in advance.

13. Responsive/multi-device compatible web pages are tested on iPhone and iPads. If you require testing to be done on any other device, please discuss it in advance.

14. If your website/application is not hosted on a Craig Morfett Design server, any additional hours that may be required due to any server or network related issues are not covered in our quotes and may be charged separately.

15. Craig Morfett software codes (not including open source software) are copyrights of Craig Morfett. The codes can be handed over at an additional cost for use once all previous invoices are settled, on the condition that the codes are used only for use or modification

for re-use for further development for the specified client or subsequent owners of that legal entity. Under no circumstance, the codes will be allowed to be used for re-selling or duplication purposes.

16. Craig Morfett owns copyrights of all codes written for any client, unless arrangements are made prior to start of the project. Craig Morfett warrants a license to use any custom built software for the client, for their use only.

17. The website or software application will be designed to be deployed on the web, via using a commercial grade web-server or a similar setup. Based on your website traffic, the website may not perform if deployed on a generic office network environment.

18. Due to the functionalities required, there will be 3rd party components such as Third Party Payment Gateways (Paypal & Stripe) or SSL certificates involved in building a website/application. Although Craig Morfett does its best in recognising the suitability of any such component, any unforeseen limitations of 3rd party components are beyond our control. Any third-party component purchase costs

(such as SSL, Payment gateway, Plugin licenses etc) are not included in our quotes.

19. Craig Morfett takes no responsibility of any open source products or integrations such as WordPress, WooCommerce, Mailchimp etc. It is the client's responsibility to update all components

and third-party software. We suggest you take regular back-ups to avoid any disruptions and will actively help on this as part of a separate support agreement should you require it.

20. Craig Morfett offer packages in co-ordination with third party providers. Changes to the third-party provider's rules and policies may ultimately affect the services we provide or the terms and conditions herein.

21. The client must recognise that at times there may be unforeseen circumstances that will delay the development process, particularly with reference to the integration of third party software. We will try our best to complete the project as agreed in the proposal. As long as it is within a reasonable period, the client agrees not to penalise us for any genuine delay, when every effort to keep the project on the proposed schedule is taken.

22. Domain registration/renewal etc charges are not included as a part of any project/proposal unless mentioned otherwise. If required, a quote for which will be submitted separately and approved by the client.

23. Hosting charges are not included in the quotations unless mentioned otherwise. Craig Morfett can organise an appropriate hosting solution if required, a quote for which will be submitted separately and approved by the client. Where clients decide to organise their own hosting, we should be consulted before finalising the type of hosting and database, as it should meet the requirements of the technology used for the development. Please note that we'll require full access with hosting support for testing and deploying the application. Craig Morfett will not be liable for any delays or errors caused by direct or indirect actions of the hosting company.

24. Craig Morfett generally builds and tests the websites/applications on our own servers or hosted domains.

Craig Morfett cannot give access to their test servers and test websites to the clients or any third party. The website/application can be transferred-off to a nominated 3rd party server upon full payment of all invoices and dues.

25. All communications/correspondences are generally done via emails. It is client's responsibility to keep us updated with their relevant email addresses.

26. Any imagery supplied by Craig Morfett is for placeholder purposes and unless stated otherwise in writing & may be subject to copyright.

26. Fair usage of our server space is expected, uploading high resolution images & videos to your site may incur further hosting costs.

27. Website maintenance performed on 3rd party hosting is not covered by backups & therefore errors that occur during this process are not covered in the hourly rate, we recommend a back-up fee of £100 to be paid to cover this eventuality.

28. Any assets or projects not paid for under 1 company account may lead to the suspension and ultimately cancellation of all services provided with additional re-activation charges & late payment fees.

29. Client agrees to reimburse Craig Morfett Design for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

30. All Craig Morfett Design services may be used for lawful purposes only. You agree to indemnify and hold Craig Morfett Design harmless from any claims resulting from your use of our service that damages you or any other party.

31. A link to Craig Morfett Design will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. The Client also agrees that the website developed for the Client may be presented in Craig Morfett Design's portfolio.

32. Craig Morfett Design cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

33. These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature, verbal or written consent to proceed or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions.