

Terms and Conditions.

The following terms and conditions apply to all website development/design services provided by Shay Punter to the client.

1. 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 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 of the service implies that you have read and accepted the terms and conditions.

2. Charges:

Charges for the service to be provided by Shay Punter are defined in the project quotation that the client receives via e-mail, discordapp ("discord") or any other form of direct contact. Quotations provided by Shay Punter are valid for a 30-day period. Shay Punter reserves the right to alter or decline the quotation after the expiry period of 30-days.

Unless agreed with the Client, all website development/design services require an advance payment of a minimum of twenty-five (25) percent of the project quotation total before the design work is supplied to the Client for a review. A second charge of twenty-five (25) percent is required after the development stage, with the remaining fifty (50) percent of the project quotation total due upon completion of the work, prior to upload to the server or release of materials.

Payment for services is due by PayPal or bank transfer.

3. Client Review:

Shay Punter will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies Shay Punter within seven (7) days of the date the materials are made available to the Client.

4. Turnaround Time and Content Control:

Shay Punter will install and publically post or supply the Client's website by the date specified in the project proposal, or at the date agreed with Client upon Shay Punter receiving the client's initial payment, unless a delay is specifically requested by the Client and agreed by Shay Punter.

In return, the client agrees to delegate a single individual as a primary contact to aid Shay Punter with progressing the commission in a satisfactory and expedient manner.

During the project, Shay Punter will require the Client to supply the following website content: text, images, movies and sound files.

5. Failure to provide required website content:

Shay Punter is an individual freelancer, to remain efficient I must ensure that work I have programmed is carried out at the scheduled time. On occasions, I may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

This is why I ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because I have not been given the required information in the agreed time frame, and I am delayed as a result, I reserve the rights to impose a surcharge of up to 25%. If your project involves Search Engine Optimisation I need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information and subsequently fail to do so within one week of project commencement I reserve the right to close the project and the balance remaining becomes payable immediately.

#### 6. Payment:

Invoices will be provided by Shay Punter upon completion but before publishing the live website. Invoices are normally sent via discord and/or e-mail. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of ten (10%) percent or £50 per month of the total amount due.

#### 7. Additional Expenses:

The Client agrees to reimburse Shay Punter for any additional expenses necessary for the completion of the work. Examples would be the purchase of special fonts, stock photography etc.

#### 8. Web Browsers:

Shay Punter makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Google Chrome, Microsoft Edge). The Client agrees that Shay Punter cannot guarantee correct functionality with all browser software across different operating systems.

Shay Punter cannot accept responsibility for web pages which do not display acceptably in new versions of the browsers released after the website has been designed and handed over to the Client.

#### 9. Termination:

Termination of the services by the Client must be requested in a written notice (digitally or physically) and will be effective upon receipt of such notice and an authorised signature. The Client will be invoiced for the design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

#### 10. Indemnity:

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

11. Copyright:

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Shay Punter the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Shay Punter permission and rights for use of the same and agrees to indemnify and hold Shay Punter from and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to Shay Punter that use all such permissions and authorities that have been obtained. Evidence of permissions and authorities may be requested.

12. Standard Media Delivery:

Unless otherwise specified in the project quotation this Agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered via e-mail or FTP) and that all photographs and other graphics will be provided electronically in .gif, .jpeg, .png or .tiff format.

13. Design Credit:

A link to Shay Punter 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. If a client requests that the design credit is removed, a nominal fee of 10% of the total development charges will be applied. When development charges are less than £1500, a fixed fee of £150 will be applied. The Client also agrees that the website developed for the Client may be presented in Shay Punter's portfolio.

14. Post-Placement Alterations:

Shay Punter 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.

15. General:

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below of payment of an advanced fee constitutes agreement and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

16. Governing Law:

This Agreement shall be governed by English law.

17. Liability:

Shay Punter hereby excludes himself from all and any liability from:

- Loss or damage caused by omission;
- Loss or damage caused by any inaccuracy;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the website;

- Loss or damage to clients' artworks/photos supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of Shay Punter to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

18. Severability:

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid,