

## Terms and Conditions

Commissioning Degas Guruve to undertake work means that we agree the following represents our respective responsibilities concerning the project.

- 01) Unless otherwise agreed, fees do not include changes to the design, copy or graphics after the design brief has been agreed.
- 02) Payment for all work undertaken shall unless otherwise agreed be made in two instalments. The first 50% of the estimated total should be paid upon the finalisation of the design brief when confirming Degas Guruve's participation in the project, and the outstanding balance is strictly to be paid within a notified period of days from the invoice date issued.
- 03) Degas Guruve reserves the right to remove at any time from a website any design, layout or functionality that has not been paid for.
- 04) Upon payment for finished work, all work as specified in the invoice and its content shall become the property of the client.
- 05) In the event that this agreement is terminated, client's financial obligation to Degas Guruve shall be for payments already made under this agreement and for a pro-rata'd portion of payments accrued but not yet paid. In this event, all plans and files completed or in progress shall be turned over to the client and become his property.
- 06) Unless otherwise agreed, all content (as opposed to layout and/or design) shall be the sole responsibility of the client and will usually consist of copy text or graphics to be provided in digital format by the client on time as necessary.
- 07) Degas Guruve will maintain confidentiality of clients' source materials, technical and marketing plans and all other sensitive information.
- 08) Websites and email newsletter templates provided by Degas Guruve will be of high quality and free of defects. Web pages will be designed to display well in the major browsers, screen sizes and platforms. However, this cannot be guaranteed for new browser versions introduced at a later date, or for legacy browsers unless stipulated. Email newsletter templates will be designed to display well in the major email clients.
- 09) Degas Guruve will correct any errors caused by Degas Guruve at our expense. This does not include changes to the brief, copy or style changes not mentioned at the commencement of work.
- 10) Significant changes to the site described here may result in changes to the total fee; every effort will be made to stay in good communication as the project progresses and stay within the client's budget.
- 11) Degas Guruve reserves the right to display a small print copyright notice and/or a 'designed by' notice on any work created online or otherwise at any time.

- 12) META tags will be added to all web pages and these will be submitted to the major 3 UK search engines - Google, Yahoo and MSN - but no assurances can be made regarding ranking. Further and more particular search engine marketing services are available on request.
- 13) If required, domain names will be registered and hosted on behalf of the client by Degas Guruve for a period of one year. If previously purchased, clients will be responsible for any transfer and administration fees imposed by the provider.

Degas Guruve will issue a reminder notice for all domain names hosted or registered on behalf of its clients, and reserves the right to suspend or take down any site where a renewal payment is not forthcoming. An administration charge will be incurred to restore sites affected in this way.

- 14) When a fee for an annual site management agreement is paid by the client to Degas Guruve, responsibility for the day to day running of domains, hosting and servers containing work designed and/or built by Degas Guruve will be assumed by Degas Guruve.

Where a management agreement is not in place, this will be the sole responsibility of the client and not of Degas Guruve.

- 15) A backup of all site files will be maintained by Degas Guruve and can be provided on CD or uploaded to a hosting server via FTP if requested by the client - usually at no extra charge.
- 16) Degas Guruve will be available to continue to handle ongoing maintenance, updates and additions at an agreed rate.
- 17) Unless expressly agreed, design elements or functionality may not be considered exclusive to any particular project.

Last updated - August 2009