

The following Terms and Conditions of Service apply to all Graphic Design, Web Design, Web Hosting, Consultancy, Online marketing and Social Media services provided by Annette Morris, LaFranglaiseWeb, 36 Avenue du Chateau, 34310 QUARANTE (hereafter referred to as LaFranglaiseWeb).

All work is carried out by the LaFranglaiseWeb team on the understanding that the client has agreed to LaFranglaiseWeb's terms and conditions, as laid out below.

### **Design**

Copyright is retained by LaFranglaiseWeb on all **design work** including words and all visual materials, unless specified in writing. In the case of the client owning copyright, transfer of ownership occurs only after all costs have been settled, with no balance outstanding on any aspect of the agreed work.

If a choice of designs is presented, only one solution is deemed to be given by LaFranglaiseWeb as fulfilling the contract. All other designs remain the property of LaFranglaiseWeb, unless agreed in writing that this arrangement has been changed.

### **Project Acceptance**

At the time of proposal, LaFranglaiseWeb will provide the client with a written estimate or quotation.

The client's signed acceptance of this estimate or quotation (the client may send an official order in reply to the estimate or quotation), indicates acceptance of these Terms & Conditions, and a non-refundable deposit of 50% of the quoted fee will become immediately due. Work on the project will not commence until LaFranglaiseWeb has received this amount.

### **Charges for Other Services**

Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of final invoice. This includes telephone consultancy over and above the accepted quotation at the hourly rate indicated in the quotation.

### **Payment: Design Services**

The client will be provided with an Invoice prior to final publication. At this time the remainder of the amount due will become payable and the client will also be required to sign and return an Acceptance Form. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 5% per month of the outstanding amount.

Publication and/or release of work done by LaFranglaiseWeb on behalf of the client will take place after cleared funds have been received.

### **Payment: Hosting Services**

An annual invoice will be sent for web hosting services. If payment has not cleared before the due date website hosting will be suspended.

### **Payment: Marketing Services**

A quotation will be sent detailing payment rates and terms and the client will be required to sign and return an Acceptance Form. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 5% per month of the outstanding amount and social media or other accounts may be suspended.

### **Default**

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque.

LaFranglaiseWeb shall be considered entitled to remove LaFranglaiseWeb's and/or the client's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers, and libraries.

### **Copyrights and Trademarks**

By supplying text, images and other data to LaFranglaiseWeb for inclusion in the client's website or other medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

Any artwork, images, or text designed by LaFranglaiseWeb on behalf of the client, will remain the property of LaFranglaiseWeb unless otherwise agreed in writing.

The client may request in writing from LaFranglaiseWeb, the necessary permission to use materials (for which LaFranglaiseWeb holds the copyright) in forms other than for which it was originally supplied, and LaFranglaiseWeb may, at its discretion, grant this. By supplying images, text, or any other data to LaFranglaiseWeb, the client grants LaFranglaiseWeb permission to use this material freely in the pursuit of the design.

Should LaFranglaiseWeb, or the client supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the client will agree to allow LaFranglaiseWeb to remove and/or replace the file on the site. The client agrees to fully indemnify and hold LaFranglaiseWeb free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

### **Alterations**

The client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge as detailed in the original quotation and agreed with the client. ANY alteration will be confirmed in writing before being actioned. LaFranglaiseWeb reserves the right to request further details and/or clarification of any changes or alterations before acting on instructions. The client also agrees that LaFranglaiseWeb holds no responsibility for any amendments, upgrades or other such changes made by the client or any third party, before or after a design is published.

### **Licensing**

Any design, copywriting, drawing, idea or code created for the client by LaFranglaiseWeb, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of LaFranglaiseWeb and any of its relevant sub-contractors.

All design work- where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. LaFranglaiseWeb will not be held responsible for any and all damages resulting from such claims. LaFranglaiseWeb is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold LaFranglaiseWeb responsible for any such loss or damage. Any claim against LaFranglaiseWeb shall be limited to the relevant fee(s) paid by the client.

### **Data Formats**

The client agrees to LaFranglaiseWeb's definition of acceptable means of supplying data to the company.

Text is to be supplied to LaFranglaiseWeb in electronic format as standard text (.txt, .rtf), MS Word (.doc, .docx) on CD-ROM, USB key, via e-mail or shared cloud hosting space provided by LaFranglaiseWeb.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by LaFranglaiseWeb via CD-ROM, USB key, e-mail or shared cloud hosting space provided by LaFranglaiseWeb. Images must be of a quality suitable for use without any subsequent image processing, and LaFranglaiseWeb will not be held responsible for any image quality which the client later deems to be unacceptable.

LaFranglaiseWeb cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials. Additional expenses at a standard hourly rate may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, **media conversion, digital image processing, or data entry services.**

Any data to be provided by the client must arrive in a timely fashion. Allocating time to a project and not having the raw materials as provided by the client is deemed unacceptable and LaFranglaiseWeb reserves the right to charge for time wasted in waiting for data. This may also have a knock on effect upon the delivery date for the project.

### **Design Project Duration**

Any indication given by LaFranglaiseWeb of a design project's duration is to be considered by the client to be an estimation. LaFranglaiseWeb cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by LaFranglaiseWeb for the initial payment or by date confirmed in writing by LaFranglaiseWeb.

### **Rights of Access for Website Construction**

The client agrees to allow LaFranglaiseWeb all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The client also agrees to allow LaFranglaiseWeb access to any computer systems, usernames and passwords required to the client agrees to supply LaFranglaiseWeb with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

### **Design Project Completion**

LaFranglaiseWeb considers the design project complete upon receipt of the client's written notification. Other services such as social media, website updating, maintenance etc on the clients behalf constitute a separate project and can be treated as a separate charge.

### **Website design**

Once the web design is complete, LaFranglaiseWeb will provide the client with the opportunity to review the resulting work. LaFranglaiseWeb will make one set of minor changes at no extra cost within 7 days of the start of the review period. Minor changes include small textual changes (grammar, spelling, context). It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to LaFranglaiseWeb in writing.

LaFranglaiseWeb will consider that the client has accepted the original draft, if no notification of changes is received in writing from the client, within 14 days of the start of the review period.

### **Website Management**

Some Clients will desire to independently edit or update their web pages after completion of the site. If the Client desires this capability, it will be specifically listed in the estimate.

Note however, that if this option is selected and the Client or an agent of the Client other than LaFranglaiseWeb attempts to update the site on their own 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 the hourly rate as indicated in the quotation. There is a one-hour minimum. In this regard, Clients are encouraged to obtain a Maintenance Agreement.

### **Browser Compatibility**

LaFranglaiseWeb will maximise website compatibility with all major web browsers and mobile devices at the time of launch. Maintaining compatibility as technology advances can be arranged via a specific website maintenance agreement.

### **Standard Hosting Service**

If the project is hosted via LaFranglaiseWeb and the Client desires to move the website to another Host, additional charges will be applied as detailed in a separate quotation.

### **Domain Registration**

LaFranglaiseWeb cannot guarantee the availability of any domain name. Where LaFranglaiseWeb is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration. All charges incurred in doing so will be billed to the Client as an addition to the base price contemplated by this agreement.

### **Search Engine Submission**

Due to the infinite number of considerations that search engines use when determining a site's ranking, LaFranglaiseWeb cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added.

### **Design Credits**

The client agrees to allow LaFranglaiseWeb to place a small credit and a link to LaFranglaiseWeb's own website on the client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The client also agrees to allow LaFranglaiseWeb to place websites and other designs, along with a link to the client's site on LaFranglaiseWeb's own website for demonstration purposes and to use any designs in its own publicity. The client also agrees to allow LaFranglaiseWeb to place websites and other designs, along with a link to the client's site on LaFranglaiseWeb's own website for demonstration purposes and to use any designs in its own publicity.

### **Rights of Refusal**

LaFranglaiseWeb will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. LaFranglaiseWeb also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that LaFranglaiseWeb does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the client is obliged to allow LaFranglaiseWeb to remove the contravention without hindrance, or penalty. LaFranglaiseWeb is to be held in no way responsible for any such data being included.

### **Cancellation**

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, LaFranglaiseWeb will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by LaFranglaiseWeb within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

### **Disclaimer**

LaFranglaiseWeb will not be held responsible for any and all damages resulting from products and/or services it supplies. LaFranglaiseWeb is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The client agrees not to hold LaFranglaiseWeb responsible for any such loss or damage. Any claim against LaFranglaiseWeb shall be limited to the relevant fee(s) paid by the client.

LaFranglaiseWeb reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. LaFranglaiseWeb will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

### **General**

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. LaFranglaiseWeb reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

### **Acceptance of Quotation and Terms and Conditions**

The placement of an order for design and/or any other services offered by LaFranglaiseWeb and validated by the client's acceptance of the Freshbooks estimate or quotation form or an email signifying acceptance, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and LaFranglaiseWeb.