



1 Houston Road
Long Ditton
Surbiton
Surrey
KT6 5RL

the future of the world wide web is now in your hands!

Tel: 020 8786 6903
Mobile: 07919 385 961
dave@thewebmaverick.co.uk
www.thewebmaverick.co.uk

Terms and conditions contract. Please read and sign at the end.

By placing an order with The Web Maverick, you confirm that you are in agreement with and bound by the terms and conditions below. An “order” is deemed to be a written or verbal contract between The Web Maverick and the Client, this includes telephone and email agreements and deposit payments.

Fees

A non refundable deposit of 25% of the total fee payable under the contract is due immediately upon placing an order. The remaining 75% shall become due when the Work is completed. The Web Maverick reserves the right not to begin the Work until the deposit has been paid in full.

If the client does not supply The Web Maverick complete text and graphics content all webpages contracted for within six weeks of the date deposit was paid, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within two months after deposit paid, an additional continuation fee of 10% of the total contract price will also be assessed each month until the web site is live..

Disclaimers

The Web Maverick can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Web site, although The Web Maverick will endeavour to ensure that Web site downtime is kept to a minimum.

The Web Maverick takes no responsibility for the functionality or maintenance of the Web site after the Work has been completed. The Web Maverick reserves the right to charge a reasonable fee for correction of errors for which The Web Maverick is not responsible, including, but not limited to malicious modification of the Web site by a third party and typographical errors contained in materials provided to The Web Maverick by the Client.

Installation on the Internet is limited to the uploading of all necessary files to the Host, testing of functionality and registration of the Web site with www.google.co.uk, www.yahoo.co.uk and www.msn.co.uk Search Engines.

The Web Maverick does not guarantee listings on Search Engines and the Client accepts that it is Search Engines and not The Web Maverick who determine whom they list and whom they will not. The Client further understands there is no guaranteed placement or rank on the Search Engines and that a new web site may never even appear on Search Engines at all. The Web Maverick does not control Search Engines' algorithms and huge shifts can appear daily, weekly and even hourly.

Under no circumstances will The Web Maverick be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that a contingency plan is in place to minimise possible losses as a result of software failure.



1 Houston Road
Long Ditton
Surbiton
Surrey
KT6 5RL

the future of the world wide web is now in your hands!

Tel: 020 8786 6903
Mobile: 07919 385 961
dave@thewebmaverick.co.uk
www.thewebmaverick.co.uk

Completion of Work and Payment

The Web Maverick warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. The Web Maverick will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. The Web Maverick will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorisation from the Client.

The Client is to supply all materials and information required for The Web Maverick to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, The Web Maverick has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, The Web Maverick has the right to invoice the Client for any part or parts of the Work already completed.

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify The Web Maverick, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to The Web Maverick as unsatisfactory within the 7 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the 75% balancing payment will become due.

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by The Web Maverick to remedy any points reported by the Client as unsatisfactory, and The Web Maverick considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and The Web Maverick can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

Upon completion of 7 day review period, The Web Maverick will invoice the Client for the 75% balancing payment, which is to be paid by the Client within 21 days of the date that the invoice was issued.

If payment has not been received by the due date, The Web Maverick has the right to remove the Web site and revoke the Client's licence of the Work until full payment has been received. By revoking the Client's licence of the Work or removing the web site from the Internet, The Web Maverick does not remove the Client's obligation to pay any outstanding monies owing.



1 Houston Road
Long Ditton
Surbiton
Surrey
KT6 5RL

the future of the world wide web is now in your hands!

Tel: 020 8786 6903
Mobile: 07919 385 961
dave@thewebmaverick.co.uk
www.thewebmaverick.co.uk

Intellectual Property

Offers and proposals made by The Web Maverick to potential clients should be treated as trade secrets and remain the property of The Web Maverick. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorization from The Web Maverick. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to The Web Maverick for inclusion on the Web site. The conclusion of a contract between The Web Maverick and the Client shall be regarded as a guarantee by the Client to The Web Maverick that all such permissions and authorities have been obtained and that the inclusion of such material on the Web site would not constitute a criminal offence or civil delict. By agreeing to these terms and conditions, the Client removes the legal responsibility of The Web Maverick and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

Any Domain Name obtained will belong to the Client. The Client agrees to indemnify The Web Maverick, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the domain name sought is not a trademark of a third party.

Once The Web Maverick has received full payment of all outstanding invoices and the Work has been approved by the Client, the Client will be granted a licence to use the Web site and its contents.

Any code that is not freely accessible to third parties and not in the public domain, and to which The Web Maverick or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from The Web Maverick. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which The Web Maverick or their suppliers owns the copyright. The Web Maverick acknowledges the intellectual property rights of the Client. Information passed in written form to The Web Maverick, and that the Client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Client.

Rights and Responsibilities

The Web Maverick reserves the right to refuse or break a contract without prior notice, if it is believed that the Client, their Web site, or any material is illegal, immoral or otherwise unacceptable.

The Web Maverick will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of The Web Maverick.

The Web Maverick reserves the right to use whoever it feels appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.



the future of the world wide web is now in your hands!

1 Houston Road
Long Ditton
Surbiton
Surrey
KT6 5RL

Tel: 020 8786 6903

Mobile: 07919 385 961

dave@thewebmaverick.co.uk

www.thewebmaverick.co.uk

Interpretation

This Agreement shall be governed by the laws of England and Wales which shall claim venue and jurisdiction for any legal action or claim arising from the contract between The Web Maverick and the Client. The said contract is void where prohibited by law.

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

These terms & conditions may change from time to time. The Client will be informed of revisions as and when they are issued.

Last revision 25/09/09

Full Name (BLOCK CAPITALS)

Signature

Date

I the above signed, hereby agree to The Web Maverick terms of contract as laid out in these pages.

Please fill in your details above, print two copies, one for your records and then post a copy to me.

The Web Maverick
1 Houston Road
Long Ditton
Surbiton
Surrey
KT6 5RL

You can pay for our services via online banking: HSBC Sort: 40-45-22 A/C No: 71535986

By Cheque payable to: The Web Maverick Ltd and send to the address above.

Or by Pay Pal using my email: dave@thewebmaverick.co.uk