

## Terms and conditions of engagement



The following terms, conditions, disclaimers, notes and exclusions apply to all website development or design services provided by Cyberfrog Design Ltd to the Client.



### 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 and/or agrees to the proposal 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.

### Fees

Charges for services to be provided by Cyberfrog Design Ltd are defined in the project quotation that the Client receives via e-mail and/or on-line. Quotations are valid for a period of 30 days. Cyberfrog Design Ltd reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all website design services require an advance payment of twenty-five to thirty (25-30) percent of the project quotation total before the work is supplied to the Client for review. A second charge, or interim payment, is required after the development stage, with the remaining balance 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 cheque, bank transfer, GoCardless or PayPal (PayPal payments incur a charge of 5%). Cheques should be made payable to Cyberfrog Design Ltd and sent to Cyberfrog Design Ltd, Suite103, Queen's Dock Business Centre, 67-83 Norfolk Street, Liverpool, L1 OBG. Bank sort code and account number are on our invoices.

### Reviewing

The details and costs breakdown in a proposal are derived from information gained from the initial consultation and are subject to change if during development new information or further client requirements emerge. Cyberfrog Design Ltd will provide the Client with an opportunity to review the design of the website during the design phase via an on-line visuals portal. On completion of the design phase, such materials will be deemed to be accepted and approved unless the Client notifies Cyberfrog Design Ltd. Opportunities for changing the design must be done at this stage as design alterations will not be undertaken after the build process has begun without incurring further charges.

## Project schedule

Cyberfrog Design Ltd will endeavor to launch or supply the Client's website by the date specified in the project proposal, or at date agreed with Client upon Cyberfrog Design Ltd receiving initial payment, unless a delay is specifically requested by the Client and agreed by Cyberfrog Design Ltd.

In return, the Client agrees to delegate a single individual as a primary contact to aid Cyberfrog Design Ltd with progressing the commission in a satisfactory and efficient manner.

During the project, Cyberfrog Design Ltd will require the Client to provide website content such as text, images, movies and sound files.

Cyberfrog Design Ltd is a small business, to remain efficient we must ensure that work we have planned is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time agreed.

This is why we ask that you provide all the required information in a timely manner. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to move the delivery date of your website to a time that suits our schedule.

Text content should be delivered as a Microsoft Word (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Please contact us if you need clarification on this. All content, be it written copy, images, PDFs, etc. will be uploaded to our project management system which you will be granted access to at the beginning of the project. Website copy must not be emailed.

## Payment

Invoices will be provided by Cyberfrog Design Ltd upon completion but before publishing the live website. Invoices are sent via email, however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will incur a service charge for the amount of one-and-a-half percent (1.5%) of the total quote or £35 +VAT per month, whichever is the greater. We are a small business and rely on prompt payment for our services.

## Additional expenses

Client agrees to reimburse Cyberfrog Design Ltd for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography, WordPress premium plugins, etc.

If one-to-one coaching in website maintenance by the client is required in person at the client's location, travel expenses may be chargeable depending on distance.

## Browsers & search engines

Cyberfrog Design Ltd 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, Microsoft Edge, Google Chrome, etc.). The Client agrees that Cyberfrog Design Ltd cannot guarantee correct functionality with all browser software across different operating systems.

Cyberfrog Design Ltd cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, Cyberfrog Design Ltd

reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

While Cyberfrog Design will take all necessary measures to ensure that your website is coded with search engine optimization in mind, the company cannot guarantee search engine position as this depends on many external variables.

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### Defaulted accounts

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on Cyberfrog Design Ltd's Web space, Cyberfrog Design Ltd will, at its discretion, remove all such material from its web space. Cyberfrog Design Ltd is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £35+VAT and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay Cyberfrog Design Ltd reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Cyberfrog Design Ltd in enforcing these Terms and Conditions.

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### Termination

Termination of services at any point during the project by the Client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be accepted until and unless confirmed in writing. The Client will be invoiced for work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

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### Indemnity

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

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### Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Cyberfrog Design Ltd 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 Cyberfrog Design Ltd permission and rights for use of the same and agrees to indemnify and hold harmless Cyberfrog Design Ltd from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. An agreement for website design and/or placement shall be regarded as a guarantee by the Client to Cyberfrog Design Ltd that all such permissions and authorities have been obtained.

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### Content delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by Cyberfrog Design Ltd to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

## Design credit

The Client will agree to a link to Cyberfrog Design Ltd appearing in small type at the bottom of the Client's website. The Client also agrees that the website developed for the Client may be presented in Cyberfrog Design Ltd's portfolio.

## Access requirements

If the Client's website is to be installed on a third-party server, Cyberfrog Design Ltd must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources (e.g. databases) might also need to be configured on the server. Cyberfrog Design Ltd is not responsible for the management, maintenance and servicing of Client's third party server arrangements.

## Post-launch alterations

Cyberfrog Design Ltd cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once launched. Such alterations include, but are not limited to additions, modifications or deletions. In addition, if your website is a content management system it is the Client's responsibility to ensure that it remains well-maintained up-to-date with system and plugin updates to prevent hacking and security breaches. Any website compromises which have resulted due to poor maintenance on the part of the Client, and not due to any fault of Cyberfrog Design Ltd, will incur charges of £35 +VAT per hour to remedy them.

## Domain names

Cyberfrog Design Ltd may purchase domain names on behalf of the Client. The Client will be sent notifications that renewal is due at least fourteen (14) days prior to renewal. A response and payment of the intention to renew those domain names is the responsibility of the Client before the domains are due to expire. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Cyberfrog Design Ltd. If domains are registered with a third party registrar it is the Client's responsibility to ensure they are renewed. Cyberfrog Design Ltd is not responsible in any way, shape or form for the renewal of domains from third party domain registrars.

## General

These Terms and Conditions supersede all previous representations, understandings or agreements. The payment of the website deposit or advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment is an acceptance of our terms and conditions.

### Governing Law

This Agreement shall be governed by English Law.

## Liability

Cyberfrog Design Ltd hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.
- The entire liability of Cyberfrog Design Ltd 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.

## 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.

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