



Holly Lewis Design

Terms & Conditions of Service

The terms and conditions stated in this document apply to all Holly Lewis Design Clients unless agreed in writing to the contrary. No other contract terms and conditions shall apply unless specifically agreed in writing between Holly Lewis Design and the Client. In the event of any ambiguity between these terms and conditions, and any terms agreed in writing between Holly Lewis Design and the Client, then the terms and conditions hereunder will apply.

Please note that these Terms and Conditions are subject to updates.

ESTIMATES

1.1 Holly Lewis Design may provide Clients with initial estimates, otherwise referred to as 'quotations', for projects on request. The final project value may vary from the initial quotation if additions are requested to the original scope of work.

1.2 Holly Lewis Design will provide quotations in writing by email to Clients, which will include a hyperlink to these Terms and Conditions. Acceptance by a Client of a Holly Lewis Design estimate is subject to acceptance of the terms and conditions unless specifically agreed in writing between the Client and Holly Lewis Design to the contrary.

INVOICING & PAYMENT TERMS

2.1 Holly Lewis Design standard payment terms are 14 days from the date of invoice.

2.2 Late payment will result in interest being charged to the account and a suspension of services.

2.3 New projects require a non-refundable 50% upfront payment for the commencement of a project, with a final payment of 50% before the project is made live.

2.4 Monthly or retainer invoices will be invoiced by the 2nd of the month and need to be paid within seven business days thereafter.

2.5 In the event that the project cost has been broken up into a payment plan, Holly Lewis Design will remain the owners of the website, copywriting or branding until the work has been paid in full as per the initial quotation.

PROJECT TERMS

3.1 Unless expressly agreed in writing to the contrary Holly Lewis Design will not accept liability to the Client for unforeseen delays in completing a project.

3.2 In the event that there is a delay in the completion of a project, Holly Lewis Design will communicate such delays to the Client in writing via email.

3.4 All Graphic design content needs to be provided within 1 week of a deposit being paid to commence a project.

3.5 The client is required to provide Holly Lewis Design with all the content required for a project within the period detailed above. Should the client delay issuing Holly Lewis Design with the content required for the project, Holly Lewis Design reserves the right to renegotiate the cost of the project as well as the expected completion date. In such instances, Holly Lewis Design will request any outstanding payments to be settled before the continuation of the project.

WEBSITE ONGOING MAINTENANCE AND SUPPORT

4.1 Fixes for newly built websites need to be identified within a 14 day period from going live. If fixes are identified after this period and the client is not on a Maintenance agreement then a quotation will be issued to commence such fixes.

4.2 Holly Lewis Design cannot future-proof its services or products. Once a client has signed off on a project the responsibility to maintain and update plugins and themes used on the website becomes the client's responsibility unless a maintenance agreement has been signed with Holly Lewis Design which covers such incidents.

4.3 Maintenance does not mean "eyes on the website" all the time and issues on the website still need to be reported to Holly Lewis Design.

4.4 Development faults with plugins or themes used on a website built by Holly Lewis Design are not covered by a maintenance agreement and will be quoted for separately as in most cases the original software developer will need to be involved.

4.5 Similarly, hosting and website faults remain the responsibility of the hosting provider and do not fall under any maintenance agreement.

TERMINATION OF SERVICE

5.1 Cancellation of a web design project may be made at any time by providing Holly Lewis Design with a cancellation request 1 calendar month in advance, in writing.

5.2 Graphic design and copywriting projects may be cancelled with 7 days written or verbal notice.

5.3 In the event that a project is postponed or terminated at the Client's request, Holly Lewis Design reserves the right to invoice the Client for work completed up until the date of that request on a pro rata basis, while reserving all rights under this Agreement. In the event of termination, ownership of all copyrights and the original artwork shall be retained by Holly Lewis Design.

WEBSITE DESIGN & DEVELOPMENT: TERMS AND CONDITIONS

6.1 All website content needs to be provided by the client within 2 weeks of payment of a deposit to commence a project. Should the client delay issuing Holly Lewis Design the content required for the project, Holly Lewis Design reserves the right to renegotiate the cost of the project as well as the expected completion date. In such instances, Holly Lewis Design will request any outstanding payments to be settled before the continuation of the project.

6.2 CMS websites require updates to plugins and themes. If the client has not opted for monthly maintenance, such updates and the cost thereof, remain the responsibility of the client. However, plugins and themes may be quoted for separately if required.

6.3 Additional pages, images and revisions on projects above the scope of work agreed above will attract additional charges.

6.4 All E-commerce websites will come with Flat Rate shipping. It is the client's responsibility to negotiate shipping costs with his/her preferred supplier and to provide Holly Lewis Design with specified flat rates. Alternative Shipping Plugin purchase and configuration fall out of the scope of work, unless specifically quoted for.

6.5 The client agrees that all content provided by the client including articles, website wording, graphics and videos are owned by the client and free of any copyright infringement.

6.6 Viruses & Outdated Websites, Holly Lewis Design makes every effort to take security precautions on our Clients websites, this includes the relevant security plugins which keeps its servers secure, wherever possible. However we cannot guarantee the prevention of hacks, viruses or unexpected data deletion and cannot be held liable for any such damages as a result.

Holly Lewis Design cannot be responsible for any websites that have stopped working or have become faulty over time due to the website becoming "outdated". Outdated websites can be affected due to many aspects, such as new browser software, outdated web code, etc. Holly Lewis Design cannot be expected to keep your website updated in every aspect without being compensated to do so. In this situation the Client may opt to have their website redeveloped or select one of our subscription based website packages where Holly Lewis Design is responsible for updating this on your website at all times.

THIRD PARTY SERVICES

7.1 Holly Lewis Design will offer to Clients' third party services such as those offered by Google to enhance the performance of their websites. Holly Lewis Design may include in quotations the setup and maintenance of such third party services. Holly Lewis Design will not be liable to the Client for any interruption, non-performance, or cancellation of the provision by third parties of any such services.

SEO

8.1 Holly Lewis Design accepts no responsibility or liability to the Client for the actual rankings achieved or how such rankings may vary over time. Search engines are known to change their algorithms and in such doing rankings and traffic may fluctuate.

EMAIL MARKETING

9.1 If requested by the Client. Holly Lewis Design will setup Client's email with email service providers and charge a fixed amount for doing this.

9.2 Payment of Monthly charged based on subscribers will remain the responsibility of the client.

9.3 Holly Lewis Design will not be liable for any purchased, rented, or third-party lists of email addresses that were/are purchased/provided by the client for newsletter or emailing distribution.

9.4 Holly Lewis Design will not be held liable for any penalties placed upon the client by the email service provider as a result of purchased, rented, or third-party lists of email addresses or spam content used in newsletters.

CONTENT MARKETING

10.1 The Client is responsible for setting content guidelines for Holly Lewis Design. These guidelines can be in the form of a list of approved websites, newsletters, rss feeds or subject areas.

10.2 The Account Manager cannot take responsibility for the sharing of, nor comments made in response to content posted on the page, as this is the nature of social media interactions.

10.3 Unless otherwise agreed the content for newsletters will be provided by the client, although Holly Lewis Design may give some suggestions for content going forward.

10.4 The client agrees that all content provided by the client including articles, website wording, graphics and videos are owned by the client and free of any copyright infringement.

HOSTING

11.1 Holly Lewis Design will invoice for hosting and domain renewals on an annual basis. This is only applicable for websites hosted and maintained by Holly Lewis Design.

11.2 Holly Lewis Design will use their best endeavours to rectify the cause of any disruption in the hosting service of a Client's website(s) and to minimise the duration of any such instances. This is only applicable for websites hosted and maintained by Holly Lewis Design.

11.3 Holly Lewis Design will not be liable to the Client for any compensation in respect of any downtime that may occur with the hosting of their website(s).

11.4 Only if website maintenance is selected and paid for on a monthly basis, will Holly Lewis Design keep a backup of all Client website files.

11.5 In the event that a Client wishes to move their website to another web server supported by another party, then Holly Lewis Design will cooperate fully, subject to all outstanding amounts being paid up in full, in some instances a transfer fee will be applicable.

11.6 Holly Lewis Design will troubleshoot any problems reported by the Client with their email. If the problem is due to an omission by Holly Lewis Design then no charge will be made to the Client. If the problem is not due to an omission by Holly Lewis Design then the Client will be charged.

11.7 Login details and passwords need to be kept confidential and secure. Holly Lewis Design will not be held accountable for email account/website hacks. We do not keep passwords on record and will subject any password request to security measures deemed sufficient to legitimise the request.

GENERAL SERVICE DISCLAIMERS

The Client acknowledges the following with respect to services:

12.1 Holly Lewis Design accepts no responsibility for policies of Google, third-party search engines, directories or other websites ("Third-Party Resources") that the Client may submit to with respect to the classification or type of content it accepts, whether now or in the future. The Client's web site or content may be excluded or banned from any Third-Party Resource at any time and the Client agrees not to hold Holly Lewis Design responsible for any liability or actions taken by Third-Party Resources under this Agreement.

12.2 The Client furthermore acknowledges that the nature of many of the resources that Holly Lewis Design may employ under this Agreement are competitive, therefore Holly Lewis Design does not guarantee top rankings, consistent positioning or specific performance of any strategies employed and the Client accepts that Holly Lewis Design past performance is not indicative of any future results the Client may experience.

12.3 The Client recognises that SEO and submissions to search engines and directories can take an indefinite amount of time for acceptance or inclusion and that internet advertising may be subject to the individual advertising network's policies and procedures.

12.4 The Client accepts that Google Adwords, search engines, directories or other resources may block, prevent or otherwise stop accepting submissions for an indefinite period of time.

12.5 The Client acknowledges that search engines may drop listings from its database for no apparent or predictable reason. The Company shall re-submit resources to the search engine based on the current policies of the search engine in question.

12.6 Holly Lewis Design will endeavor to make every effort to keep the Client informed of any changes that Holly Lewis Design is made aware of that impact any of the campaigns and strategies and the execution thereof under this Agreement. The Client also acknowledges that Holly Lewis Design may not become aware of changes to third-party resources, industry changes or any other changes that may or may not affect campaigns or services.

12.7 Third-Party Resources, particularly Facebook, change their layout and can very often affect any business page installations and applications. The Company will not be held liable for these changes and, should work need to be done to rectify, then a new "quote" would need to be drawn up.

12.8 Holly Lewis Design and its subcontractors retain the right to display all designs as examples of their work in their respective portfolios.

COPYRIGHT

13.1 The source code, written content and artwork produced by Holly Lewis Design as part of a website, graphic design or copywriting project remains the intellectual property of Holly Lewis Design until such time as payment is made in full by the client. It may not be copied and used by any other party without the consent of Holly Lewis Design.

13.2 All Client logo images, images unique to the Client, i.e. of their premises, workforce and their business, plus all written copy, belong to the Client and are covered under their copyright. Holly Lewis Design will not reuse Client written content or images without the express permission of the Client.

13.3 Holly Lewis Design will not be liable for any copyright infringements committed by the Client with regards to content provided for marketing materials. The Client hereby agrees that all content submitted to Holly Lewis Design is original content and not copied off other websites as copying content of other online assets will directly impact Holly Lewis Design ability to run an effective marketing strategy for the Client.

BREACH

14.1 In the event that the Client does not pay an invoice within the time frame allocated in the invoice, then Holly Lewis Design has the right to suspend all further works for that Client until such time as payment is made in full.

14.2 In the event that the Client does not pay a hosting subscription invoice within 30 days of the due date, then Holly Lewis Design reserve the right to turn off any website hosting until such time as the invoice is paid in full.

14.3 In the event that the Client becomes insolvent or goes into liquidation Holly Lewis Design have the right to immediately terminate their contract with the Client and invoice for the full value of project works carried out to that date, plus suspend any email or hosting services.

14.4 In the event that a Client delays the progress of a project with Holly Lewis Design then Holly Lewis Design will be entitled to give 14 days written notice to the Client. If the Client does not satisfactorily remedy the cause(s) of the delay, within the 14 day notice period, then Holly Lewis Design will have the right to terminate the service. Holly Lewis Design will invoice the Client for the full value of works carried out to-date.

14.5 In the event the Client fails to make any of the payments referenced in deadline set forth, Holly Lewis Design has the right, but is not obliged, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) remove equipment, software, services or resources owned by the Company, (3) charge a late payment fee ('statutory interest') or (4) bring legal action.

WHAT CAN BE EXPECTED OF HOLLY LEWIS DESIGN

15.1 We aim to achieve the highest level of client satisfaction and for our clients to have absolute faith in our standard of work and the professional manner in which we conduct business. We will:

- be friendly, courteous and helpful when contacted
- make every effort to explain things clearly and in terms you can understand, keeping jargon to a minimum
- agree with you the type of service you can expect to receive
- respond to your phone calls, emails and letters in a timely manner
- treat all clients fairly
- confidentiality

WHAT WE EXPECT OF OUR CLIENTS

16.1 We expect you to:

- provide any information that has been requested within agreed timescales
- pay all invoices within the payment terms defined in our agreement

- let us know in advance if you are unable to do this, or if your circumstances change

IMPROVING OUR SERVICES

17.1 We are keen to improve our high level of Client service and welcome any comments that you have, either complimentary or critical. If a project has not met its targets we would appreciate your feedback about what we can do to avoid the situation in future. We want our clients to be 100% happy with the service they receive.