

# Terms & Conditions

## Website Design and Hosting

### 1. Website Design Terms & Conditions

1.1 By commissioning any work with Jarrett & Lam Ltd, you confirm that you are in agreement with and bound by the terms and conditions below.

### 2. Definitions

2.1 The Client: The company or individual requesting the services of Jarrett & Lam Ltd.

2.2 Jarrett & Lam Ltd: Primary designer, employees or affiliates of Jarrett & Lam Ltd.

### 3. General

3.1 Jarrett & Lam Ltd shall carry out work only where an agreement is provided in writing, either by email, or mail.

3.2 Jarrett & Lam Ltd will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Jarrett & Lam Ltd and the client, this includes telephone and email agreements.

### 4. Website Design

4.1 Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Jarrett & Lam Ltd cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

4.2 The website, graphics and any programming code shall remain the property of Jarrett & Lam Ltd until all outstanding accounts are paid in full.

4.3 Any scripts, CQI applications, PHP scripts, or software written by Jarrett & Lam Ltd shall, (unless specifically agreed), remain the copyright of Jarrett &

Lam Ltd and may only be commercially reproduced or resold with the permission of Jarrett & Lam Ltd.

- 4.4 Jarrett & Lam Ltd cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.
- 4.5 Any additions to the brief shall be carried out at the discretion of Jarrett & Lam Ltd and where no charge is made by Jarrett & Lam Ltd for such additions, Jarrett & Lam Ltd accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.
- 4.6 The client agrees to make available as soon as is reasonably possible to Jarrett & Lam Ltd all materials required to complete the site to the agreed standard and within the set deadline.
- 4.7 Jarrett & Lam Ltd will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.
- 4.8 Jarrett & Lam Ltd will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner.
- 4.9 Jarrett & Lam Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.
- 4.10 Jarrett & Lam Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.
- 4.11 A deposit of up to 25% is required with any project before any design work will be carried out.

- 4.12 Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, (e.g., if the client decides they no longer want the site). As they have commissioned the work and paid a deposit, they are still deemed liable to pay for all work that has been done. Non-payment will result in legal action being taken if necessary.

## 5. Database, Application and E-Commerce Development

- 5.1 Jarrett & Lam Ltd cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.
- 5.2 Any scripts, CQI applications or software written by Jarrett & Lam Ltd, shall, (unless specifically agreed otherwise), remain the copyright of Jarrett & Lam Ltd and may only be commercially reproduced or resold with the permission of Jarrett & Lam Ltd.
- 5.3 Where applications or sites are developed on servers not recommended by Jarrett & Lam Ltd, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the client's responsibility to provide a suitable testing environment which is identical to the final production environment.
- 5.4 The client is expected to test fully any application or programming relating to a site developed by Jarrett & Lam Ltd before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Jarrett & Lam Ltd will endeavour, (but is not obliged to), to correct these issues to meet the standards of function outlined in the brief.

## 6. Compatibility

- 6.1 Jarrett & Lam Ltd will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed on and will ensure that any developed/designed site or application will function correctly on our standard Linux, Apache, MySQL and PHP hosting. Jarrett & Lam Ltd will also ensure that the code is viewed correctly at time of launch on the latest Chrome, Firefox, Safari and Edge browsers unless otherwise specified in the project proposal. Jarrett & Lam Ltd offer no guarantees that the site or system will function correctly on other server or browser software.

## 7. Website Hosting

- 7.1 Whilst Jarrett & Lam Ltd recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service. Jarrett & Lam Ltd cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special losses.
- 7.2 Jarrett & Lam Ltd reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise.

## 8. Payment of Accounts

- 8.1 A deposit is required from any new client before any work is carried out.
- 8.2 It is the policy of Jarrett & Lam Ltd that any outstanding accounts for work carried out by Jarrett & Lam Ltd or its affiliates are required to be paid in full. This payment shall be made no later than 30 days from the date of the invoice unless by prior arrangement with Jarrett & Lam Ltd.
- 8.3 Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

- 8.4 In the event of Jarrett & Lam Ltd has completed the designing part of the work and that the completion of the website is dependent on materials submitted by the client. Jarrett & Lam Ltd shall reserve the right to invoice the client for the work done, which will typically be 90% of the remaining balance.
- 8.5 If accounts are not settled or Jarrett & Lam Ltd have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment. Non-payment can result in County Court Judgements (CCJ's) being added to the client's credit rating.
- 8.6 Following consistent non-payment of an invoice our Solicitors will contact the client in question, in order to take the matter further and, if need be, to seek payment through legal procedures, including, if necessary, a Court Summons.

## 9. Financial Conditions

- 9.1 All prices exclude VAT.
- 9.2 The remaining balance will be due upon project completion and client approval of the site.
- 9.3 In the event that the final completion of the project is dependent on materials submitted by the client, Jarrett & Lam Consulting shall reserve the right to invoice the client for the work completed to date; typically, 90% of the remaining project balance.
- 9.4 All quoted prices are valid for 30 days.

## 10. Complaints Procedure

### **Informal Complaint Procedure**

- 10.1 Anyone who experiences a problem with their web service provided by Jarrett & Lam Ltd should raise the matter directly by email to us, giving sufficient information to locate the material, (such as an URL), and clearly outlining the grounds for complaint.

10.2 Jarrett & Lam Ltd will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

### **Formal Complaints Procedure**

10.3 The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

10.4 A formal complaint should be made in writing to Jarrett & Lam Ltd, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

10.5 An initial response to any complaint can be expected within seven days of its receipt. Thereafter, a full and considered response to the complaint should be completed.

## **Company Information**

Jarrett & Lam Limited Registered in England 6066418

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