



### 1. WHAT FORMS THE AGREEMENT

By applying for our AKIS Website Services you the Client, agree that these Terms shall apply to those Services. These Terms shall come into force when we AKIS email you to confirm acceptance of your application for Services or when you accept an AKIS quotation by your signed acceptance or by submitting deposit payment. These Terms, together with any contained in the AKIS Website Project quotation (if applicable) set out all terms agreed between us about the subject matter of this Agreement.

### 2. DEFINITIONS

Agreement	These Standard Terms & Conditions, together any specific additional terms agreed in writing by us in an AKIS quotation
Service(s)	The services provided by AKIS to you under these Terms. Referred to in AKIS quotations as a "Website Project". (e.g. new website, re-design, revisions, updates, etc)
AKIS / We / Us	Anthony Keenan t/a Anthony Keenan Internet Services
You / Client	Individual or company making application for AKIS Services
Order	An application for Services from AKIS by the Client
Charges / Fees	Are the charges payable by you the client for the provision of AKIS services, details of which can be found in the applicable quotation and/or at <a href="http://www.anthonykeenan.com">www.anthonykeenan.com</a>
Material Alteration Terms	Any alteration that in the definitive opinion of AKIS is material in that it involves AKIS additional work, cost or both These Standard Terms & Conditions

### 3. WEB DESIGN SERVICE

We will carry out website services as requested by You in your order/application (including email requests) and/or as specified in any related AKIS Website Project quotation (if applicable). If the order/application also includes web hosting services then these will be provided in accordance with our AKIS Web Hosting Standard Terms & Conditions - see clause 13.

### 4. ORDER ACCEPTANCE

We have not accepted any Client order until You receive an AKIS email confirmation of acceptance or 'welcome' email including account details. Until this time, we reserve the right to refuse, cancel or reject any order made. In such cases a full refund will be made, if applicable, of any advance payment via the same method as payment was originally made.

### 5. OBLIGATIONS

- You warrant that You will provide your Client materials as required in a professional, competent, and timely manner, that You have the power and authority to enter into this Agreement and that your instructions and Client materials will not infringe upon or violate the rights of any third party.
- We warrant that We will perform the Services in a professional, competent and timely - however, You will not determine or exercise control as to the general procedures or formats necessary to have these Services meet your satisfaction. We will provide reasonable advice throughout the Website Project via email - this advice will be limited to only the matters directly relating to AKIS Services.

### 6. FEE PAYMENTS & INVOICING

- You shall pay the fees for the Services. All the prices and charges we quote are exclusive of VAT which will not be charged since we are not VAT registered (and are not required to be at this time).
- All designs, images, source code and the like created by us remain the property of Us until you have made payment in full.
- We utilise an online electronic invoicing system (*Freshbooks*) which issues invoices via email with PDF invoice links (which can be printed) - payment must be made via an accepted method as listed on the invoice.
- You will pay all of our invoices in cleared funds by the due date set out on the invoice. If you do not pay any sum by its due date, we shall be entitled to suspend Services until you pay such invoices in cleared funds.
- We shall not be liable for any losses to you caused by our suspension of services due to your late payment or non payment.

### 7. DOMAIN NAMES

If You buy domain name Services from Us, you acknowledge and agree that We will register that domain name (subject to availability) and You will be marked as the registrant on the domain records. We cannot amend that domain name following purchase - therefore it is your responsibility to ensure that You specify the correct spelling of the domain name. You will be responsible for domain renewal payments for as long as you wish to keep the domain. If You already have a domain name, We will assist in redirecting the domain to operate with our AKIS Web Hosting service.

### 8. ASSIGNMENT OF SERVICES

We reserve the right to assign subcontractors to assist in the provision of our Services. We warrant all work completed by these subcontractors.

### 9. WEBSITE PROJECT CONTENT / MEDIA DELIVERY

- Unless otherwise specified in an AKIS Website Project quotation, You agree that all text will be provided by You in electronic format (MS Word or text files delivered via CD or email) and that all images and other Client graphics will also be provided in electronic format (jpeg, gif, tif, etc). Additional expenses may be incurred and will be invoiced accordingly for conversion of printed words/images to electronic format (typing/scanning).
- Final website text is to be supplied by You unless agreed otherwise.
- AKIS will supply stock images for use in the Website Project free of charge up to the maximum number iStockPhoto image credits specified in the quotation from [www.iStockPhoto.com](http://www.iStockPhoto.com) as chosen by AKIS or You.
- If suitable images cannot be sourced to your satisfaction via c) above and you require images to be commissioned or purchased elsewhere, additional expenses may be incurred and will be invoiced accordingly.

### 10. COMMUNICATIONS & NOTICES

- Any notice under this Agreement shall be given to the other party's email address given for the Service (AKIS is [web@anthonykeenan.com](mailto:web@anthonykeenan.com)).
- AKIS Services do not allow for nor include holding meetings with You - all communications shall be via email or telephone only unless specifically agreed otherwise in writing by AKIS.

### 11. CLIENT AMENDS / REVISIONS

We encourage your input throughout the design process and will consult you at all significant design stages for approval before continuing. However Clients sometimes request Material Alterations to pages we have already built to Client specification. To that end, please note that our Agreement does not include a provision for Material Alterations or creation of additional pages in excess of the agreed number specified in the AKIS quotation. If Material Alterations are requested by You after the agreed design, such work will be charged at our standard hourly rate as specified in the AKIS quotation. Some examples of material alterations at the request of You include but are not restricted to: substantial redesign at your request, recreating or significantly modifying page header graphics at your request, creating a new navigation structure, etc.

### 12. E-COMMERCE WEBSITES (WHERE APPLICABLE)

- AKIS e-Commerce website packages are based on free third party shopping cart software or WordPress Plugins utilised by AKIS for the provision of e-commerce websites. However, this software is provided on an "as-is" basis, without warranty of any kind. You agree that the we are not responsible for any errors, or issues relating to the operation of this third party software, nor the availability of updates and upgrades. We agree to install available critical security updates identified and supplied by the 3<sup>rd</sup> Party software supplier if you continue to use and pay for our Services and pay any applicable update charges detailed in the quotation.
- You agree that You are solely responsible for complying with all related laws, taxes & other compliance issues related to electronic commerce.

### 12a. WORDPRESS UPGRADES & UPDATES (WHERE APPLICABLE)

The AKIS CMS package utilises the 3rd party "WordPress" system as the core structure for the self-update website plus the addition of various free and/or paid Themes and 3rd Party WordPress 'Plugins' as required to add special features where required. We will install available and necessary updates/upgrades released by WordPress and 3rd party theme/Plugin developers if You pay the applicable charge (Option 1 or 2 as chosen by You) detailed at [anthonykeenan.com](http://anthonykeenan.com) for as long as the You retain our services, but We will not be held responsible for any faults/errors/problems/ losses caused by the WordPress software or other 3rd Party WordPress themes or plugins software, or the availability of same. Neither will we be held responsible for any problems or limitations inherent in WordPress software, Themes or 3rd Party Plugins.

### 12b. FUTURE WEBSITE BROWSER ISSUES (Firefox, IE, Chrome, Etc)

We build websites to current standards and maximise cross browser compatibility. However future browser updates/versions often use new methods of rendering web code and/or delete old methods - as a result these changes can 'break' and have 'broken' websites previously built to the accepted standards at the time. Thus website revisions may be required in future to address operational and/or visual layout problems introduced by new browser versions. We reserve the right to charge You for any such revisions required and which You instruct us to make.

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### 13. AKIS WEB HOSTING

- a) All websites hosting by Us are subject to AKIS Web Hosting Standard Terms & Conditions which will be supplied to You if we host your website.
- b) Hosting is an annual service which must be renewed/paid every year.
- c) Details of your hosting package are provided in your AKIS quotation.

### 14. DESIGN CREDIT

You agree that a design credit reading "WEBSITE SOLUTIONS BY AKIS" will appear in small typeface at the foot of every page comprising your website which shall be hyperlinked to AKIS website. If You wish this to be omitted then an extra charge amounting to +20% of the agreed quotation shall be payable by You for the associated loss of AKIS advertising.

### 15. OWNERSHIP TO WEB PAGES & GRAPHICS

Copyright to the finished unique assembly of web pages and graphics produced by AKIS shall be vested with You only upon final payment. Rights to photos, source code, work-up files, and computer programs are specifically not transferred to You, and remain the property of their respective owners. We and our subcontractors retain the right to display graphics and design elements as examples of our work in our portfolios.

### 16. COPYRIGHTS AND INTELLECTUAL PROPERTY RIGHTS

It is your sole responsibility to ensure that all copyright and intellectual property right clearances have been obtained from their respective owners in respect of any material provided by You to Us where the copyright and intellectual property rights are not owned by You. You agree to indemnify and keep Us indemnified and held harmless, without limitation, against all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including legal costs and expenses) suffering or incurred by AKIS in consequence of any breach by You of this clause.

### 17. CANCELLATION

In the event that work is postponed or cancelled at the request of You, We shall have the right to invoice pro-rata for all work completed up to the date of that request, while reserving all rights under this Agreement. If such additional payment is due, this shall be payable within 30 days of your notification to stop work.

### 18. TERMINATION

- a) We have the right to terminate the Agreement if You fail to pay any sum due under these Terms and/or if you breach any of the Terms and fail to remedy the breach within 7 days. No refund will be made by us to you.
- b) We have the right to terminate the agreement if You fail to provide information required within one month of being so requested by us.
- c) We have the right to terminate the Agreement if in our opinion we are unable to create or source a website design to suit your needs.
- d) We have the right to terminate the Agreement if in our opinion You are behaving unreasonably, making unreasonable demands or otherwise causing us difficulty in providing Services due to your demands/behaviour.
- e) We have the right to terminate the agreement if You (being a company) go into liquidation or have an administrator or receiver appointed or (in the case of an individual) are made bankrupt.

### 19. LIMITATION OF LIABILITY

AKIS shall not be liable to the Client for any indirect or consequential damage or loss (including loss of profits and loss of business opportunity) which may be caused brought about or suffered by the Client as a result, wholly or in part, of any fault, defect or error in the provision of the services by AKIS to the Client. In addition and even where the claim involved arose by the negligence of AKIS, its servants, agents, employees or otherwise (other than in respect of death or personal injury thereby caused) the liability of AKIS to the Client for any claim in contract or tort shall be limited to the aggregate of the charges paid by the Client to AKIS for the provision of the services. The Client hereby acknowledges that the charges made by AKIS are modest and it is reasonable for the liabilities of AKIS to be so limited. The Client also agrees to indemnify AKIS and keep AKIS indemnified and held harmless in respect of all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including legal costs and expenses) which may be brought against AKIS or suffered or incurred by it arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organisation, or business.

### 20. FORCE MAJEURE

We shall not be liable for any breach of this agreement if the same was caused by an act of God, insurrection or civil disorder, war or military operations, local or national emergency, acts or omission of Government, Highway Authority or other competent Authority, Industrial disputes of any kind (and whether involving us or not as the case may be) fire, lightning, explosion, flood, subsidence, weather of exceptional severity, the acts or omissions of third parties to whom we are not responsible (particularly including other telecommunication service providers) or for any other cause or reason whether or not E.jusdem Generis to the foregoing but which are outside our control.

### 21. LAW

This agreement is governed by Scots law and the Scottish courts shall have exclusive jurisdiction to settle any claim or dispute which may arise out of or in connection with this agreement.

### 22. ENTIRE AGREEMENT

AKIS and the Client hereby acknowledge that these terms and conditions, together with any specifically related AKIS quotation if applicable, contain the entire Agreement between them relating to the subject matter covered and that in agreeing to these terms and conditions, neither party has relied on any representation given by the other, other than those expressly stated in this Agreement and that neither party shall have any claim against the other arising from purported misrepresentation which does not itself appear in this Agreement.

### 23. HEADINGS

Headings are included in this Agreement for convenience only and shall not effect the construction or interpretation of the Agreement itself.