



## Terms of Business

### Governance

The Project Agreement and these Terms of Business shall be considered a contract made in England and subject to English Law. The Parties to the contract irrevocably submit themselves to the exclusive jurisdiction of the English Courts.

### Parties

The work to be undertaken is set out and specified in the Project Agreement signed by both Sherrylanne.com and the Client or the Client's representative.

The signing of the Project Agreement by the Client or their representative indicates acceptance of both those terms and these Terms of Business, which are annexed to the Project Agreement.

### Obligations of the Designer

The Designer will undertake and provide the service as set out in the Project Agreement, for the price as detailed therein.

The Designer warrants to hold the price as detailed in the Project Agreement for a period of three months from the date at which the Designer signs the Project Agreement. If the Designer can show evidence of a material cost increase in goods or services supplied to him on behalf of the Client, and the increase arose subsequent to the submission of his price, the increase in the cost may be added to the Client's final invoice. After three months from the date of signing the Project Agreement the Designer reserves the right to implement a proportionate price increase if there has been an increase in his advertised prices generally.

Any works ordered by the Client as additional to those set out in the Project Agreement will be charged at the price shown on the Designer's current price list, unless otherwise set out and agreed in writing between the Designer and the Client.

The Designer will, as part of the work undertaken, act as an Internet Service Provider on behalf of the Client.

The Designer gives no warranty either express or implied as to the frequency of accessing the Website by visitors or the periods of availability of the Website to visitors, neither of which is within the Designer's control. The Designer will not be liable to the Client or any third party for any damages, including loss of profits or consequential damages arising out of either the operation or in operation of the Website.

The Designer will aim to have the Website completed by the date if any set out in the Project Agreement, and warrants to use his best endeavours so to do. However, the Designer will not be held responsible for delays or omissions caused by a failure of the Client to comply with the Project Agreement and these Terms of Business nor for circumstances outside his control.

### Obligations of the Client

To provide the Designer with access to sufficient information to allow the design to be implemented, also, in the event of the Client using their own web space, to provide passwords and authority if required by the Client's Internet Service Provider to allow the Designer to

upload Web pages into the Clients Webspace and otherwise ensure satisfactory operation of the Website.

The Client will not allow, permit or require the design to include, publish, link to or otherwise broadcast or disseminate, whether directly or indirectly, any material that is indecent obscene immoral offensive defamatory or otherwise unlawful in any form whatsoever and should the Designer at his sole discretion consider the Client to be in breach of this condition or any part thereof, he may terminate the Project Agreement without compensation to the Client.

The Client shall observe all statutory and other provisions and regulations for the time being in force in any way that pertain directly or indirectly to the subject matter of the Project Agreement including without limitation the provisions of the Trade Descriptions Act 1968 the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997.

The Client agrees to pay all taxes and tariffs pertaining to products and services that may be sold from the Website and indemnifies the Designer against all liability in this regard in respect of the Client's electronic commerce activities.

The Client will be responsible for obtaining and holding all consents licences permits and other similar instruments applicable to material it supplies to the Designer for incorporation into the Clients Website. This will include without limitation copyrights trade marks logos patents and all such similar instruments.

The Client will indemnify the Designer against all claims expenses demands or charges howsoever arising in connection with the Project Agreement except to the extent that any such costs claims expenses demands or charges arise as a result of the negligent act or omission of the Designer.

The Client accepts that the operation and use of the established Website is entirely at their own risk and the Designer accepts no responsibility for any loss damage or misuse of the Website by any party after completion of the work set out in the Project Agreement.

If the Client fails to provide the material for inclusion in the Website as set out in the Project Agreement within three months of the date the Project Agreement is signed by the Designer then the Designer may at his entire discretion cancel the Project Agreement and recover from the Client any costs expenses fees or other charges that have been incurred by him to that date.

### **Waiver**

The failure of either party to exercise any right or enforce any obligation under the Project Agreement and these Terms of Business shall in no way prejudice or affect their right subsequently to do so, nor shall any waiver or any breach of any provision constitute the waiver of any subsequent breach nor shall it constitute a waiver of the provision itself

### **Assignment**

The Designer reserves the right to assign or otherwise subcontract all or part of this project.

### **Copyright**

The Copyright in the completed Website and the source code of individual pages is owned by the Designer. After receipt of the final payment, the Designer assigns to the Client the right to use the completed Website as a Website without further payment. The copyright in individual items such as text, photographs, images etc. remains the property of their respective owners, and is not transferred to the Client. Uses other than as a Website require the consent of the relevant copyright holder.

## Terms of payment

The Client agrees to pay the sum as set out in the Project Agreement in two equal halves the first half accompanying the signed Project Agreement and the second half at the date of installation of the completed Website in the Clients Webspaces.

Payment for any additional work undertaken outside the Project Agreement shall become due at the end of the Month in which an Invoice is issued on completion of that work. Statements will not be issued.

Overdue invoices will accrue an interest surcharge of pro-rata 8% over Bank Of England Base Rate pre annum if they remain unpaid 30 days after issue.

## Refunds and cancellation

If the Client wishes to cancel the order at any time after signing and returning the Project Agreement, they must do so in writing, to the above address, with proof of delivery. Any work undertaken to the date of the cancellation will be invoiced to the Client at the rate prevailing on the Designers current price list, together with any charges incurred by the Designer on behalf of the Client. If this is less than the 50% paid with the order, then a refund of the difference will be made to the Client. If it is greater, a further invoice will be issued. Any work for which no price is listed will be charged at the current hourly rate.

I have read and agree to the Terms of Business:

Signed.....

Please print name.....

Company.....

Date.....

Copyright 1999 – 2005.

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