



Website Design Terms and Conditions

Definition of our terminology as used within this document:

- A 'Project' is any work undertaken or service provided by RosieBrent.com for the Client at their request.
- 'You' or 'Client,' is a person, persons, business or organisation using any of the services provided by RosieBrent.com.
- 'We' or 'us', 'I' or 'me' means RosieBrent.com
- 'Live date' means the date the website is available on the Client's chosen domain.
- 'Domain' is the website address as specified by the Client.
- 'Open Source Software' is software made freely available to anyone under the GNU General Public License (GPL).
- 'Hosting' is an annual cost to keep a Client's website activated online.
- 'Content' is both text and images that the Client requires on the website.

General

The contract between RosieBrent.com and the Client will be on these conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.

The works to be carried out shall be as set out in the RosieBrent.com design specification (final), which will have been agreed with the Client by email signature.

Legalities, Copyright and Intellectual Property

OWNERSHIP and RIGHTS

All preparation materials, sketches, visuals, design documents, prototypes, concepts and drafts remain the property of RosieBrent.com ONLY until final payment of the project.

If final payment is NOT received, I then reserve the right to reuse or amend any of these ideas for other clients or as concepts in my portfolio.

Should the client attempt to use/modify/alter/replicate or steal any of my ideas without making agreed final payment, I will take immediate legal counsel.

RosieBrent.com reserves the right to show any artwork, ideas, sketches, prototypes and drafts created for this project in a portfolio as examples of client work. This can be during the project and also on completion. If this is not acceptable, please mention this before agreeing to the proposal.

Final payment ensures that ONLY the agreed website design becomes the client's property. Any previous ideas/concepts remain the property of RosieBrent.com, unless any prior agreement has been made.

RosieBrent.com shall expect the Client to carry out sufficient research before proceeding with a website.

This will include checking that the website/idea/business will operate legally. It is important that the website is not in any way illegal.

Please ensure that any image or content you supply or use on your website is legally available for you to use.

We cannot be held responsible for the illegal use of images, content or format of material supplied by the client.

RosieBrent.com reserves the right to remove any website from its servers if it has reason to believe that it is operating illegally.

Where images used on the website have been purchased by RosieBrent.com on behalf of the client, these images are restricted by license for use on the website only and may not be used in any other publication either online or printed.

RosieBrent.com is not liable for misuse of these images by the Client or any other person's copying, altering or distributing the images to individuals or other organisations.

The terms and conditions of this website are governed by the laws of England and Wales. Jurisdiction for any claims arising in respect of this website's content shall lie exclusively with the courts of England.

If any provision of these terms and conditions is found to be invalid by any Court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.

RosieBrent.com cannot be held responsible for anything adversely affecting the Client's business operation, sales, or profitability that might be claimed as a result of a service offered by RosieBrent.com.

[Paying for your project](#)

Payment Schedule:

1. Design Consultation	
2. Creation of Design Document	
3. Design Document accepted by Customer	Invoice issued and 50% deposit required

4. Website build begins on RosieBrent.com development servers (including fine tuning of design	Only upon receipt of deposit in cleared funds
5. Home page ready for review	
6. Website tested and approved by Client	Final Payment Due
7. Website moved to Client's live domain	Upon full payment of invoice in cleared funds

Preferred method of payment is by bank transfer.

We also accept cash as an alternative payment method which will incur no payment fees.

RosieBrent.com is unable to accept payment by credit or debit card.

RosieBrent.com will own all design, licenses and code artefacts of the website until final payment has been received in full.

Website Design and Development

Design is subjective, and for this reason we offer design revisions up to 25% of the total value of the Project, based on the RosieBrent.com current hourly rate. Once this limit is reached any design changes may be subject to additional charge.

RosieBrent.com will provide the Client with an expected completion time frame for the project if requested.

Open Source software (OSS) is publicly available software that may be adapted or modified to suit particular applications. OSS may be used to help develop elements of the functionality of the client's website to speed development and add functionality. Where Open Source software is used, the ownership of the site coding and any customisations made by the developer is still passed to the client upon final payment.

All website and other code changes which are made by RosieBrent.com are guaranteed for 30 days from delivery. If the Client has taken out an annual support and maintenance contract with RosieBrent.com any faults found after the end of this warranty period will be fixed free of charge, otherwise they will incur costs based on RosieBrent.com's current hourly rate.

Hosting and Search Engine Optimisation

RosieBrent.com will host the website if the client requires us to do so and on receipt of full payment of our hosting fees.

RosieBrent.com hosting is annually renewable. The date of renewal will be 12 calendar months from the date the hosting was utilised, or the domain registered, whichever is the sooner. RosieBrent.com will contact the client 6 weeks before the renewal date and hosting services are not obligatory.

The latest the hosting renewal charge must be received is the day before the hosting expiry date. We will remove any website when the hosting has expired and the client has not paid the renewal charge. Once the hosting has been removed it cannot be reinstated without additional charges for rebuilding the website.

If the Client does not use RosieBrent.com hosting services, then the management and hosting of the domain name are the full responsibility of the client.

If the Client does not wish to renew the hosting, the client must make arrangements to remove any files or associated data prior to the renewal date. Should the Client request us to upload and configure the site and domain name to a third party server this work will be subject to charge. RosieBrent.com does not take any responsibility for a Client's website rank on search engines.

Domain Names and Links

If required, a domain name will be registered by RosieBrent.com on behalf of the Client once we have received payment in full. Domain names will be registered to the Client as the legal owner of the domain.

RosieBrent.com provides links or references to Clients' websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but does not guarantee or warrant that such links will point to the intended Client site at all times.

We place a small text link on the footer of our Client's website that simply states the website was designed by RosieBrent.com and links to our company website.

RosieBrent.com will not tolerate any form of harassment against its employees from customers or third parties and we reserve the right to cancel a contract without refund in the event of unreasonable or inappropriate conduct.