

Terms and Conditions

Web Design - Online Presence - SEO - Development - Marketing - Support

1. GENERAL TERMS AND CONDITIONS

This here document regulates, describes and henceforth defines the terms and conditions that apply for website design, online presence, SEO, development, marketing, support or any other kind of work undertaken by **Barefoot Web Design** (31 Compton Crescent, Taita, Lower Hutt, New Zealand 5011 - also referred to from here on as 'BWD', 'Service Provider', 'Provider') for its Clients.

2. UNIVERSAL ACCEPTANCE

1. It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply.
2. Should the Client order a product or service or accept an estimate or quote then the Client will be deemed to have satisfied themselves as to the terms herein and have accepted, read and agreed to these terms and conditions in full.
3. Acceptance of any given estimate or quote by the Service Provider can be made over email/ instant message confirmation or document signing.

3. CHARGES AND FEES

1. Each estimate/quote is valid for 30 calendar days if not specified otherwise in the quote document.
2. The Service Provider has the right to withdraw the quote without explanation within the previously described period.
3. Upon accepting the preliminary proposal / work draft the Client is to pay the 50% of the total fee via the previously agreed payment method.
4. The other 50% of the total fee is payable when the work is considered done and the previously agreed contents of the job have been fulfilled. The Service Provider maintains the right of not handing over the final product until the full payment has arrived.
5. The Client is only eligible for a refund if the Service Provider does not completely fulfill the previously agreed contents of the draft work
6. The draft work - if not defined otherwise - contains preliminary (raw) design sketches and proof-of-concept state business logic
7. Should the Client reject the continuation of the preliminary proposal / work draft, then the Service Provider is entitled to receive the 15% of the total fee as a matter of compensation for the work it had done up to that point.

4. CLIENT OBLIGATIONS, PROJECT DELAYS

1. The Client is to provide all materials that are required by the Service Provider to complete the assignment in accordance with the previously agreed specification. These materials might include, but are not limited to, photos, texts, logos, typesets, fonts, audio-visual material.
2. The Service Provider has the right to unilaterally extend the assignment deadline as it sees fit in the event the Client fails to provide the necessary materials instantly, thus causing a delay in the work process.
3. The Service Provider employs a client-centric, side-by-side development approach which requires the undivided attention of the Client.
4. The Client is to respond to all communications of the Service Provider as soon as possible as delays caused by waiting will hinder the Service Provider's effectiveness and ultimately stall the assignment, for which the Service Provider can not be held accountable.
5. The Client is solely responsible for the usage and employment of the work realized by the Service Provider.

6. The Client is solely responsible for complying with all governing laws, taxes, and tariffs, and will hold harmless, protect, and defend the Service Provider and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic usage/commerce.
7. The Client is required to host the work realized by the Service Provider at the hosting solution provided by or approved by the Service Provider for the sole reason of maximizing compatibility.
8. The Service Provider is not responsible for the result of deploying the end product of the agreed work on faulty/erroneous environment.
9. The Client is responsible for the content and the availability of the end product.
10. The Client must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trade marks, or any other material that the Client supplies to the Service Provider.
11. The Client must indemnify us and hold us harmless from any claims or legal actions related to the content of the end product.
12. The Client does not have the right to change the assignment in any shape or form after the preliminary draft has been approved.
13. The Client is to provide access to deployment environment for the Service Provider if the Client chooses to host the end product at a third party.
14. Should the Client want the change(s) applied to the assignment, a **new assignment** has to be made. In this case the 50% of the total sum is to be paid as a compensation for the work realized up until that point. However, the **new assignment** will be totally separate from the current one as if this had never existed.

5. SERVICE PROVIDER OBLIGATIONS

1. The Service Provider is to execute the assignment with the highest possible expertise possible.
2. The Service Provider may provide backups of the end product if the Client chose to host the end product at the hosting service provided by the Service Provider
3. The Service Provider has the right of destroying every piece of information related to a rejected/cancelled assignment without notice.
4. The Service Provider does not guarantee a specific position in any search engine or a specific rating given by any website rating tool.
5. The Service Provider will not at any time disclose any of the Client's confidential information to any third party.
6. The Service Provider excludes itself, employees and/or agents from any and all liability from loss or damage caused by inaccuracy, error, data loss or any other negative impact.
7. The Service Provider optimizes the appearance of the end product for use with the stable version of Google Chrome/Mozilla Firefox available during the time of development.

6. FURTHER REGULATIONS

1. The agreement constituted by these terms and conditions and any proposal will be construed according to and is governed by the laws of New Zealand.
2. The Client and the Service Provider submit to the non-exclusive jurisdiction of the courts in and of New Zealand in relation to any dispute arising under these terms and conditions or in relation to any services the Service Provider provides to the Client.

The Service Provider reserves the right to change the terms at any time.

Last updated: August 2017