

# Contract Conditions

TERRY WESTOBY – WEB DESIGNER



## DEFINITIONS.

For the purposes of the contract covered by the following conditions, Terry Westoby shall be called the Designer and the party purchasing the service shall be called the Purchaser.

## CONTENT.

The Designer shall use his best endeavours to provide a suitable web design from the information given by the Purchaser. The Purchaser's rights to use of the design do not come into force until payment has been made in full to the Designer. Use of the web design or any part of it by the Purchaser or his agents will signify the Purchaser's acceptance and approval. Copyright of the web design remains vested in the Designer, unless otherwise agreed in writing. The Designer does not obtain copyright of any of the design content (text graphics etc) that has been provided to him by the Purchaser or his agents. During the design phase, the Designer may alter any or all of the copy in order to facilitate the design process.

## LIABILITY.

The Designer will not be responsible for any consequential loss arising out of the use of web design or its content, however caused. The Purchaser hereby indemnifies the Designer against any action in respect of patent, trademark or copyright infringement arising out of information given by, or requirement of, the Purchaser.

## DELIVERY.

The Designer will make every effort to meet the delivery time requested by the Purchaser, but delivery will not be a condition of the contract. Changes in, or reworking of, the content, or the web design at the Purchaser's request may invalidate previously agreed delivery dates.

## PAYMENT.

Unless otherwise agreed in writing, payment is due strictly within 30 days of invoice date. A deposit of 12% will be required before any design work is undertaken.

## VARIATIONS.

All agreements between the Purchaser and the Designer shall be in writing and, in particular, no variation of these conditions of sale is allowed except by the Designer in writing.

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