

MHCreations

Professional Web Design, Programming and Data Security

Website Design, Hosting, Optimisation, Security, Maintenance and Copyright Terms and Conditions.

1st Edition · revision 10

August 2019

These Terms and Conditions cover all possible services provided by MHCreations (*points 1 to 4*), although which of these services are provided may change over time, as appropriate. For details of agreed services please always refer to your most recent invoice from MHCreations.

1. Design

- i) The design of the website will be as close as practically possible to the Client's wishes.
- ii) A detailed document outlining a plan of design and purpose for the website will be agreed with the Client. This will be the basis for the core website design work.
- iii) If the Client makes continued and/or varied changes of direction/demands with regards to the website design once Clause 1.(ii) has been agreed, MHCreations reserves the right to issue an invoice for excess time spent working on the website.
- iv) MHCreations will keep the Client up to date with all website work progress and activity.
- v) Website design work will only begin when Clause 1.(ii) is met and the first half of the Full Fee is paid along with any *Hosting* costs.
- vi) The final half of the Full Fee will be expected only when the Client is happy with the website design and is ready for it to be made "live" (available and advertised to the general public).

2. Hosting

- i) All *Hosting* fees are due in advance and in full.
- ii) Unless otherwise stated *hosting* fees are for a minimum of one calendar year. Hosting fees are annually recurring, unless the Client informs MHCreations of cancellation *in writing* (letter or email) with at least 30 days before the upcoming hosting renewal due date.
- iii) MHCreations will ensure the website and associated paid for server technologies (databases, etc.) are fully functional and accessible all day, every day.
- iv) If there is a failure of Clause 2.(iii) – regardless of fault excluding any part of Clause 6 – MHCreations will inform the Client and keep the Client up to date on the status of their website. If the failure is the direct fault of MHCreations then a refund for the hosting "down time" will be given.
- v) Hosting may be suspended or terminated without refund if the Client is found to be using the website for illegal, illicit, defamatory or obscene purposes.

2. Hosting (continued)

- vi) **All** passwords and authentication details used to access MHCreations services are issued in confidence and should not be disclosed to any third-party.
- vii) MHCreations is unable to provide database or code content for websites not hosted with MHCreations, due to security and third-party access issues.
- viii) If the Client requires their account to be reinstated after their account is suspended or terminated, MHCreations reserves the right to charge a Reconnection Fee for the extra work incurred. Reconnection will not occur until **all** outstanding charges have been settled in full.
- ix) Hosted websites core design, code, or database will not be open for any third-party to access or edit, at any time.

3. Search Engine Optimisation

- i) Search Engine Optimisation is carried out only when specified and agreed with the client and as and when detailed on the MHCreations' invoice.
- ii) Search Engine Optimisation (SEO) is carried out to improve search engine visibility of the target domain, under agreed general-topic and specific-topic *Organic* search terms on the Bing, Google and Yahoo search engines.
- iii) If the Client requires very specific or unusual Search Engine Marketing, or Optimisation not detailed in Clause 3.(ii), MHCreations reserves the right to charge addition fees, as incurred.
- iv) Due to the changing nature of search algorithms and search engine practises, MHCreations can not provide any absolute promise that SEO work will always achieve the full desired result, or that the result will be achieved within a particular time frame.
- v) However, MHCreations will always provide Clients with full and open feedback as to the effectiveness of agreed work and the expected time scales of results. MHCreations will carry out all SEO work to the best of current industry practise.
- vi) If not hosted with MHCreations, MHCreations would require (S)FTP access to the Client website to carry out effective Search Engine Optimisation work. MHCreations will not be able to provide SEO work without this access, but can still provide advice as detailed in Cause 3.(v) and Clause 3.(ix).
- vii) MHCreations may also require – if available - Client website Statistics, Analytics or third-party Webmaster Tools access and login details to complete agreed Optimisation work.
- viii) Any supplied third-party authentication detailed required in Clause 3.(vi) and Clause 3.(vii) will be kept securely by MHCreations and **never** released to any other party or organisation, as covered by Clause 7.(iv).
- ix) MHCreations can provide independent advice regarding tasks and activities which can then be carried out by the Client or a third party to improve the Client's website SEO.

4. Maintenance

- i) MHCreations will endeavour to provide free minor updates and changes to the website as requested by the Client. Updates will as far as possible be completed within two working days (usually faster).

4. Maintenance (continued)

- ii) MHCreations will, on occasion, improve the website code (*only*) in line with web standard best practise and website optimisation, without input from the Client.
- iii) If the Client asks for excessively numerous and/or time consuming updates or changes to their website, optimisation or content, MHCreations reserves the right to issue additional invoices to cover the time spent carrying out these updates.
- iv) Where email services are provided there will be the option for full Spam and Virus filtering and customisation thereof.

5. Copyright

- i) Unless otherwise stated in writing, all images, website design and text authored by MHCreations will remain the exclusive copyrighted property of MHCreations and may not be used for any other purpose whatsoever without the written consent of MHCreations.
- ii) No material may be included on a MHCreation's Clients' website without the explicit permission of the materials' Copyright Holder. It is the Clients' responsibility to ensure that the material on the website is suitable and legally allowable.
- iii) Any webpage found to be in breach of Clause 5.(ii) will be suspended without refund as per Clause 2.(v) until the content has been revised and is acceptable to all associated parties.
- iv) MHCreations can not be held liable for copyright infringements on client websites, or website data that is added by clients or other third-parties. However, if notified of an infringement, Clause 5.(ii) and Clause 5.(iii) will apply.
- v) Upon request in advance MHCreations will grant an annual 12 month copyright license for use of their own specified copyrighted material at an agreed rate for credited works, or a higher discretionary rate per item for uncredited works.
- vi) Copyright License charges are on a per-media or per-usage basis, as agreed and as outlined in the respective invoice(s) set in Clause 5.(v).
- vii) If an unlicensed use of MHCreations copyrighted material is found this will be charged at the higher rate of up to £300 per item, per year (or part thereof) on a per usage basis. It is not deemed fair by MHCreations for Copyright Infringements to be charged at the same rate as requested and valid licensed usages.
- viii) MHCreations endeavours to respect all third-party copyright holders licensing for use of their work, and welcomes being informed if an infringement is found so that this can be clarified / corrected at the earliest opportunity.

6. Contract Payment and Renewal

- i) Contracts with Clients will be automatically renewed by MHCreations – usually on an annual basis – unless informed *in writing* by the Client of their intent to cease, as per Clause 6.(v), or within a reasonable time frame upon the receipt of the renewal by the Client.
- ii) Lack of contact or direction from the Client after a renewal has been sent and deemed to have been delivered is not a valid basis for ceasing contractual continuation.

6. Contract Payment and Renewal (continued)

iii) Failure on the Client's part to pay an outstanding invoice in good time (at most 30 days from invoice issue) and without good reason may result in the loss of access to the client website (or parts thereof) by either Client or the public, until the balance is settled. Any outstanding work will not be completed until the balance is settled. The Client will remain liable during this time for the full invoice and any associated costs.

iv) If an invoice remains outstanding beyond 45 days from issue, then MHCreations reserves the right to apply an additional 10% of the total or £90 (whichever is greater). Failure to settle this balance in full within an additional 15 days (60 days from original invoice issue) will result in legal proceedings, without further communication. The additional costs to MHCreations of any legal proceedings will be charged in full to the Client.

v) Cancelling of the website hosting, renewal, design or maintenance can be made with at least 30 days notice in writing (letter or email), however, any hosting fees already incurred and fees for time already spent will not be refundable.

7. Client Relations

i) Valid contact details are required at all times and any changes to Client contact details such as address or phone numbers (*etc.*) should be notified to MHCreations as soon as possible.

ii) MHCreations will always inform the Client in advance of any changes in any contact details for MHCreations. Current valid contact details for MHCreations are supplied in Clause 8.

iii) Website text content, database content and images supplied by the Client will remain the property of the Client and will be available to the Client at all times (*or in the case of website suspension, upon request*).

iv) MHCreations will **never** release, sell or give away any Client data, authentication details, contact details, invoice details or secured database information, *without specific written instruction from the Client*.

v) Use of any MHCreations service implies full acceptance of all of the above terms.

8. MHCreations Contact Information

MHCreations can be contacted at any reasonable time of any day via any of the following methods:

i) MHCreations email address is: martin@mhcreations.co.uk

ii) MHCreations can be contacted by phone on: 07588 448 441

iii) MHCreations geographical address is: 1/2 11 Underwood Street,
Shawlands
Glasgow
Scotland
G41 3EP

iv) These details are correct as of **16th August 2019**.