

OnTarget Web Design Terms and Conditions

Definitions

Development

For the purposes of this contract development in most cases will refer to the development of a website or other media piece agreed by a Client and OnTarget Web Design.

Client

The Client is the person entering into an agreement with OnTarget Web Design Limited for the purchase of services usually but not restricted to website development and other associated media.

OnTarget Web Design

OnTarget Web Design, OnTarget Web Design or OnTarget Web Design Limited is the vendor and provider of services.

Accessible

For the terms of this contract accessible will refer in most cases to accessible website design as referred to by W3C Guidelines.

Agreement

The Client agrees to be bound by the following terms and conditions. Any amendments to the following must be mutually agreed.

Development Process

1. OnTarget Web Design agrees that all of the business affairs and information of the Client are to be kept confidential except where necessary for the execution of their services for the Client.
2. OnTarget Web Design will host the development of the Client's website upon the OnTarget Web Design website in the development section which is in the public domain unless otherwise negotiated with the Client.
3. OnTarget Web Design is not responsible for search engines crawling and ranking websites which are hosted either on the OnTarget Web Design within the OnTarget Web Design account within the in development section or at any time while it is in development at any other domains.
4. OnTarget Web Design is not responsible for loss or damage to clients data due to hacking of a website or other online system.
5. OnTarget Web Design is not responsible for spamming, phishing, pharming or spoofing originating from a clients website or online system.
6. All intellectual property rights in materials provided by the Client for its website remains the Client's property. Subject to this, all intellectual property rights in

- software, design work or any other materials provided to the Client pursuant to this agreement remain the property of OnTarget Web Design.
7. The Client is responsible for ensuring that all material supplied to OnTarget Web Design during a development is either copyright free or that the Client has the permission of the respective copyright owners to use the materials.
 8. The Client will provide OnTarget Web Design within a reasonable timeframe either at the beginning of a development or before a development commences all information and assistance reasonably required for the completion of any agreed tasks, including overall business objectives and objectives for the Client's website. This is to include but is not limited to costs, pictures, content information, photographs, timescales and required functionality, plus any relevant legal requirements, logos, artwork, product and service information.
 9. No website OnTarget Web Design creates includes the development of a logo as standard. However during the development of a website OnTarget Web Design may create some artwork as part of a Clients unique design which may be used by the Client for other purposes in their branding. Should the Client require that this artwork undergo further development such that it goes beyond three iterations this will then be counted separate to the original agreed development and is subject to OnTarget Web Design hourly rate of €75 per hour unless a set fee is otherwise agreed between the Client and OnTarget Web Design.
 10. Any information and images intended for inclusion in a website should normally be provided in digital format by email or CD-Rom unless previously agreed to between OnTarget Web Design and the Client. Should OnTarget Web Design have to spend unreasonable time converting material into a usable format for a development they reserve the right to charge the Client €75 per hour.
 11. Any additional cost arising where the information has to be created or converted to digital format by OnTarget Web Design will be agreed with the Client beforehand. If digital information is supplied in a non-standard format, the Client will be responsible for OnTarget Web Design reasonable costs of conversion to a usable format. Where OnTarget Web Design after making all reasonable efforts are unable to facilitate the conversion of content into a usable format a third party will be found to undertake this work. The cost of this are in addition of any previously agreed contract.
 12. If the Client does not engage in reasonable contact with OnTarget Web Design during the development of a project resulting in OnTarget Web Design being unable to continue with a development for a period of 2 weeks or if the Client fails to provide the above required content, information, text and images to OnTarget Web Design within normally a 3 week timescale from the date of initiation, or a period otherwise mutually agreed with OnTarget Web Design, then OnTarget Web Design reserves the right to charge the Client for the time spent on the Client's project at up to a rate of €75 per hour plus a cancellation charge of

40% of the remaining fees due of the development. Should this happen it will be treated as a termination of contract by the Client. Should the Client subsequently request that OnTarget Web Design continue with a development, OnTarget Web Design reserves the right to renegotiate any fees due from the original contract or renegotiate a new contract.

13. The Client is responsible for sending any information to OnTarget Web Design

Ongoing Services

1. Where OnTarget Web Design provides services on an ongoing or continuous basis, OnTarget Web Design will provide the Client with one month's notice of termination, or of any changes to relevant prices and conditions.
 1. Notwithstanding clause 2.1. OnTarget Web Design may terminate the agreement with the Client at any time:
 1. should the Client request updates or update themselves via a Content Management System the websites in such a way that the development is no longer accessible to people with disabilities
 2. The Client change the purpose of their existing website and request updates or update them selves via a Content Management System a website so that the original aims and purposes of a site are no longer the same or similar to what was agreed in an original contract.
 3. Should the Client fail to make a payment within 7 days of being notified that a due payment has not been made.
 4. Should the Client go into liquidation or have a receiver/ administrative receiver appointed over any of its assets
 5. If the Client is in breach of any term of this agreement and the breach is incapable of remedy or, if the breach is remediable, it continues for a period of 15 days after written notice requiring the breach to be remedied has been given to the Client
 6. If, in OnTarget Web Design' s sole opinion, the Client is using OnTarget Web Design services in a way likely to damage or bring disrepute onto OnTarget Web Design and the Client does not immediately desist from this use on written notice from OnTarget Web Design to this effect.
 7. OnTarget Web Design is not responsible for loss or damage to clients data due to hacking of a website or other online system.
 8. OnTarget Web Design is not responsible for spamming, phishing, pharming or spoofing originating from a clients website or online system.

9. If, in OnTarget Web Design's sole opinion the Client is using a development which may bring OnTarget Web Design's name into disrepute.
2. In the event of any of the above terminations, OnTarget Web Design reserves the right to charge the Client for the time spent on the Client's project including time spent in communication with the Client in relation to any of the above matters at up to a rate of €75 per hour plus a project cancellation charge of up to 50% of the remaining fees due under the orders then current.
3. Should the Client cancel the project at any time for any reason, OnTarget Web Design reserves the right to charge the Client for the time spent on the Client's project at up to a rate of €75 per hour and impose a project cancellation charge of up to 40% of any previously agreed fees.
4. The Client agrees to pay for OnTarget Web Design services within 30 days of invoice unless explicitly agreed otherwise in writing by OnTarget Web Design. OnTarget Web Design reserves the right to claim compound interest at a rate of 6 per cent per annum on the outstanding debt.
5. During some developments OnTarget Web Design may provide any service by means of third parties at its sole discretion. The Client accepts unconditionally that OnTarget Web Design is not liable for any loss or damage incurred by the Client including but not limited to loss of profit or search engine ranking.
6. OnTarget Web Design may appoint any of its employees to work on any project. It may also appoint people working on contract basis for OnTarget Web Design to work on any project
7. OnTarget Web Design will take all reasonable care in its undertaking of work for a Client to ensure that it is freed from errors. The Client warrants the understanding and acceptance that, as it is not possible to guarantee freedom from errors.
8. OnTarget Web Design will take reasonable care to ensure its assessments, audits and recommendations to a Client are soundly based and aimed at completing the agreed tasks to a professional standard. Where the Client undertakes actions following recommendations from OnTarget Web Design the Client accepts that responsibility for any subsequent outcomes from this, remains with the Client.
9. The Client may agree additional work at any stage with OnTarget Web Design. This may be subject to additional fees which may not be the same as fees for the same services previously rendered to the Client. The terms and conditions as outlined here will apply to the additional work unless explicitly varied by agreement between the two parties.

10. Where OnTarget Web Design offers links either via email or on OnTarget Web Design websites to other sites, OnTarget Web Design does not accept any responsibility for the content of those sites, the owners of which do not necessarily have any link, commercial or otherwise, with OnTarget Web Design. OnTarget Web Design also do not take responsibility for the links from its Clients websites.
11. OnTarget Web Design utilises outside contracts for the hosting of all of the websites it creates. OnTarget Web Design is not responsible for this hosting though every care has been taken in its selections. If the outside contractor suspends the hosting or other internet services for the purpose of maintenance, improvement or repair or if there is any failure of or fault in the provision of the internet services for any reason not in the immediate, direct control of OnTarget Web Design or its agents, OnTarget Web Design will not be liable for any loss or damage incurred by the Client, whether direct or indirect (including, without limitation, loss of profit) and whether arising in contract, tort or otherwise.
12. Subject to clauses 2.9 and 2.13, OnTarget Web Design's liability for any damages (including, without limitation, damages for loss of profits) arising in contract, tort or otherwise, resulting in any way from this agreement shall be limited, in aggregate over the entire period of the agreement, to the total amount paid by the Client to OnTarget Web Design for service(s) rendered under the contract at the time.
13. Nothing in these terms and conditions is to be interpreted as an attempt to limit or exclude OnTarget Web Design's legal liability for any personal injury resulting from OnTarget Web Design's negligence or to affect the Client's statutory rights.
14. The Client agrees to indemnify OnTarget Web Design and will keep OnTarget Web Design fully indemnified against all loss, damage, costs, claims and expenses arising in any way from any service or product offered or provided to, via or concerning the Client's web site and any breach of the terms and conditions set out in this document or associated documents.
15. Each provision in this agreement limiting or excluding liability operates separately and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision.
16. This agreement is governed by and construed in accordance with Irish law. OnTarget Web Design seeks to clarify carefully and fully in these Terms and Conditions the obligations of OnTarget Web Design and its Clients for the provision of OnTarget Web Design services. These Terms and Conditions stand accordingly in lieu of the terms of the Sale of Goods and

Supply of Services Act, 1980. This paragraph in no way excludes or exempts OnTarget Web Design's statutory duties or obligations.

17. OnTarget Web Design reserve the right to alter these Terms and Conditions from time to time. By continuing to accept services from OnTarget Web Design after being notified by e-mail or otherwise of the altered Terms and Conditions the Client will be deemed to be bound by the altered Terms and Conditions. A copy of these terms and conditions will be available on the OnTarget Web Design website www.ontargetwebdesign.net at all times or at the request of the Client.
18. All amendments to this agreement, as well as any other assurances or arrangements, must be made in writing. Any agreement made on behalf of OnTarget Web Design by its representatives or agents shall only be binding if agreed in writing by OnTarget Web Design.
19. Unless otherwise mutually agreed, any quote provided by OnTarget Web Design will be valid for a maximum of 3 months.

Design, creation and maintenance of a website for the Client:

1. The Client commissions OnTarget Web Design to design and create a website to meet the agreed business needs of the Client and to submit the design and completed website for the Client's approval.
 1. The website design fee or any outstanding part of it will be due in full on completion of the website or agreed stages. The Client undertakes to pay OnTarget Web Design the agreed design fee promptly on approval of the completed website or agreed staged development and on the submission of the associated invoice. The Client agrees not to unreasonably withhold approval of the design, stage development or completed website.
 2. The design of the particular website will be the property of the Client upon completion of the contract. However, this will in no way prevent OnTarget Web Design from using any aspect of the site design or coding for other Clients. The Client may adopt aspects of the design in other media including print with the permission of OnTarget Web Design which will not be unreasonably withheld.
 3. The Client understands that OnTarget Web Design may use the published website as a reference site only for future potential Clients of OnTarget Web Design and will not unreasonably withhold permission for this.
 4. The Client is not restricted to engaging OnTarget Web Design to undertake site maintenance and amendment. This may be undertaken by the Client or a third party engaged by the Client

Hosting

1. The Client agrees to pay the agreed fees promptly annually in advance by cheque, cash or paypal as agreed mutually between the two parties.
 1. OnTarget Web Design quoted hosting fees apply to the initial 12-month period. Where it becomes necessary to increase these in subsequent years, OnTarget Web Design will provide at least one months notice of any proposed increase.
 2. The Client agrees to take adequate measures to ensure their website or any system operated or provided by OnTarget Web Design is not used for transmission of computer viruses, any material that is obscene, defamatory, abusive, indecent, or illegal, nor used in a manner creating a violation or infringement of the rights of any person, firm, company or other entity.
 3. OnTarget Web Design reserves the right to suspend the hosting and / or other services at its absolute discretion for the purpose of maintenance, improvement, repair or prevention of problems including those highlighted in 4.2
 4. Where OnTarget Web Design provides the Client with e-mail facilities, web hosting or other services which involve the provision of computer storage space, OnTarget Web Design reserves the right to impose limits on the storage space and bandwidth provided. Such limits may be by reference to the physical amount of space made available, the number of e-mail messages held, the size of any attachments sent or any other method OnTarget Web Design may specify. OnTarget Web Design reserves the right to vary these limits from time to time and will keep the Client informed by e-mail. OnTarget Web Design reserves the right to refuse to accept material and/or to delete material which exceeds the relevant limit.