

# Terms of hire

These terms of hire apply to all work undertaken by Gary Cottington.

By giving authorisation to proceed with a job you are consenting to these terms.

## 1.0 Payment terms

- 1.1. A 25% deposit is payable in advance of work commencing.  
With the balance on completion, to be paid within 30 days of invoice date.  
For larger project I may request a larger deposit or a staged payment schedule. Should this be the case though I will agree this with you prior to commencement of my work.
- 1.2. Completion is deemed to be when the site is *feature* complete and not necessarily when it is *content* complete. It is your responsibility to ensure that all content, logins and other material requested in order to complete the job is delivered to me in a timely manner.
- 1.3. In the event of the 30 day payment terms being missed then I may withhold work, or suspend services as I see fit. Intellectual property rights will also not be transferred, and any code, graphics, or other materials already supplied will be withdrawn.
- 1.4. In the event that I am unable to deliver a completed site due to unreasonable delays in obtaining what I need from you, then I reserve the right to invoice in full prior to site completion or request an interim payment.

## 2.0 Project scope and design sign-off

- 2.1. It is your responsibility to ensure that your brief contains full details of the project requirements prior to obtaining a quote from me. Failure to do so could lead to unexpected additional time and cost requirements.
- 2.2. It is strongly recommended that you give me sight of your designs prior to getting sign-off from your client. This will help avoid awkward situations where I have to reject designs, due to flaws, after you have already got them signed-off.
- 2.3. It is your responsibility to obtain sign-off of your designs, and content, from your client *prior* to instructing me to start the build. It is important that you make your client aware that design sign-off means that that they can no longer make anything other than minor changes to the designs after that point without incurring additional cost and an extended schedule.

## 3.0 Amendments to agreed project scope

- 3.1. Any changes to the project scope after the work has been quoted for will be subject to a revised quote for the additional work . It will also require additional time to be scheduled, which could delay delivery of the project.
- 3.2. Additional work may be invoiced separately to the original project scope.
- 3.3. Requests for additional work will not delay how or when I invoice for the original project scope.

## **4.0 Sign-off and amends to websites before publication**

- 4.1. You will be required to confirm in an email the sign-off of the work prior to it's publication.
- 4.2. I will only accept *one* round of amendments, up to a maximum of 3 hours work, within the agreed project costs prior to publication. Any additional time or work beyond this would be subject to clause 3 of these Terms. It is therefore recommended that you gather all amendment requests into a single concise email.

## **5.0 Intellectual property rights**

- 5.1. All work delivered as part of this contract will become the property of the hirer upon receipt of full payment of all invoices. Until that time ownership of all code, graphics and other materials produced by me remain with myself.
- 5.2. Property rights do not include the source code of any third party software used as part of the work.

## **6.0 Termination of contract**

- 6.1. Either party may cancel the contract at any time. I would only ever invoke this clause though in the rare circumstance that an unresolvable dispute arises.
- 6.2. Upon termination, by either party, I will raise an invoice for all work that has been produced up to the final day of the contract. All code, graphics and other materials produced up to that time will then be transferred to you in line with the Intellectual Property Right clause above.

## **7.0 Confidentiality of information**

- 7.1. Both parties agree not to disclose confidential information provided in advance of, or during the course of, the contract.

## **8.0 Quality assurance**

- 8.1. Should defects in any of my work be discovered after the contract ends, I agree to rectify it free of charge within 28 days. This guarantee expires 60 days after the completion of the contract and excludes any of my work which has been subsequently modified by another party, and any third-party components used as part of the original contract.

## **9.0 Temporary website hosting**

- 9.1. When developing a new website I may choose to provide temporary hosting for the site for the duration of the build. This can be withdrawn at anytime without notice.
- 9.2. If you wish to extend this temporary hosting after the build is completed, for example if you are still sourcing content, then you can request this, however I may choose to charge a fee for this.
- 9.3. If your client does not sign-off the build after a period of 2 months has elapsed then you will be given the choice of either going live with the build as it stands, paying a fee to extend the temporary hosting, or archiving the site.
- 9.4. I will never provide more than 6 months of temporary hosting. Should your client still be in a position that they are unable to sign-off the build after 6 months has elapsed then you will be asked to provide alternative hosting.

## **10. Data collection**

10.1. If the project requirements include collection and storage of personal data then it is the responsibility of the website owner to be aware of what data is collected, how it is stored, how to remove it and their legal responsibilities for data protection. I will offer advice in terms of good practice, and implementation, but you accept that it is not my responsibility to manage or process any data collected on the website

## **11.0 Promotion**

11.1. For marketing purposes, I reserve the right to be able to promote my personal involvement in the project after its completion. This may be via an article on [garycottingham.co.uk](http://garycottingham.co.uk), or via social media channels.

11.2. I do recognise that this may not always be appropriate, so if you have any objections to this please consult with me prior to the end of the contract.

## **12.0 Severability**

12.1. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.