



## WEBSITE DEVELOPMENT TERMS AND CONDITIONS ADDENDUM

### 1. SCOPE OF THE PROJECT

**1.1** Where the client has requested website design, The Creative Tree Ltd shall design, develop and deliver the website in accordance with any timescales and specifications agreed between the parties in The Creative Tree's scope of work and fee proposal email to which these terms and conditions have been attached (the 'Quote').

### 2. CLIENT RESPONSIBILITIES

**2.1.** The client acknowledges that The Creative Tree Ltd's ability to deliver the website is dependent upon the full and timely co-operation of the client (which the client agrees to provide), as well as the accuracy and completeness of any information and data the client provides to The Creative Tree Ltd. Accordingly, the client shall provide The Creative Tree Ltd with access to, and use of, all information, data and documentation reasonably required by The Creative Tree Ltd for the performance by The Creative Tree Ltd of its obligations under these terms and conditions.

**2.2.** The client shall be responsible for the accuracy, completeness and legality of all content on the website and The Creative Tree Ltd shall have no liability whatsoever for any content uploaded to the website.

### 3. DEVELOPMENT AND ACCEPTANCE OF WEBSITE

**3.1.** Once The Creative Tree Ltd has completed the design and development of the website in accordance with the specifications agreed between the parties, the client shall have the opportunity to review the website. The Creative Tree Ltd will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to The Creative Tree Ltd by e-mail. Once The Creative Tree Ltd has made the mutually agreed changes following the original draft, the website will be deemed to have been accepted.

**3.2.** Each stage of the project will include a sign off as detailed in a schedule to be agreed at the beginning of the project. At the end of each stage and once signed off, that part of the project will be deemed completed and any changes to that or any previous stage will result in additional cost and may cause future deadlines to be adjusted.

**3.3.** Unless otherwise agreed in writing between the parties, the Creative Tree Ltd will consider that the client has accepted the original draft, if no notification of changes is received in writing from the client, within 14 days of the start of the review period set out above. The project will then be deemed completed and the final invoice will be issued.

**3.4.** For a period of 30 days following the date of Completion, the Creative Tree will offer the client support for the website and materials. This will include offering help and assistance with the use of the website and any outputs, including minor changes to the outputs provided that such changes are not outside of the scope of the original specification for the website.

### 4. CHARGES AND PAYMENT

**4.1.** The Creative Tree Ltd shall invoice the client for the charges for the website development services in accordance with The Creative Tree Ltd's Quote.

**4.2.** If the client fails to make any payment due to The Creative Tree Ltd under these terms and conditions by the due date for payment, then, without limiting The Creative Tree Ltd's remedies under these terms and conditions the client shall pay interest on the overdue sum from the due date until payment of the overdue sum.

### 5. WARRANTIES

**5.1.** These terms and conditions set out the full extent of The Creative Tree Ltd's obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into these terms and conditions or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

**5.2.** The Creative Tree Ltd: does not warrant that (i) the client's use of our services or the website will be uninterrupted or error-free; or (ii) the website will be free from security vulnerabilities or (iii) the website will comply with any non-agreed cybersecurity requirements.

### 6. INTELLECTUAL PROPERTY RIGHTS

**6.1.** All intellectual property rights in the site (including in the source code and the website software) arising in connection with these terms and conditions shall be the property of The Creative Tree Ltd or its licensors, and The Creative Tree Ltd hereby grants the client a non-exclusive licence of such intellectual property rights for the purpose of operating the website.

**6.2.** The client shall indemnify The Creative Tree Ltd against all damages, losses and expenses arising as a result of any action or claim that any content uploaded to the site or used in the client's specifications infringes the intellectual property rights of a third party.

**6.3.** On receipt of final payment for all works carried out, copyright shall be assigned as follows: (i) the client shall own the graphics and visual elements that The Creative Tree creates for the client for the specific project. The Creative Tree Ltd will give the client a copy of all graphics and visual elements if requested and the client shall store them safely as The Creative Tree Ltd is not required to keep or provide any source files that it used in making them. (ii) The Client shall also own the content, photographs and other data it provides, unless someone else owns them. (iii) The Creative Tree Ltd owns the XHTML, CSS and other code and it hereby licences to the client such code for use on the specific project only as set out in the quote.

### 7. WEBSITE PUBLICITY

All media releases, public announcements and public disclosures by either party relating to these terms and conditions or its subject matter, including promotional or marketing material, shall be co-ordinated with the other party and approved jointly by the parties prior to release, such approval not to be unreasonably withheld.



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