

Definition of terminology as used within this document:

- A 'Client' is a person, persons, business or organization using any of the services provided by Erik Westlake.
- A 'Project' is any work undertaken or service provided by Erik Westlake for the Client on their request and as described in Erik Westlake's confirmation order email to that Client.
- 'Live' means the first date at which the website is available on the Client's chosen domain.
- 'Domain' is the website address as specified by the Client.
- 'Open Source Software' is software made freely available to anyone under the GNU General Public License (GPL).
- 'Third Party Software' is any software not developed by Erik Westlake.
- 'Web Hosting' is a yearly cost to keep a Client's website active and 'live' online.
- 'Content' is both text and images that the Client requires on the website.

Terms & Conditions

- The contract between Erik Westlake and the Client will be on these conditions, to the exclusion of all other terms and conditions.
- Quotations submitted by Erik Westlake shall remain open for acceptance by the Client for a period of 14 (fourteen) days from the date of the Quotation (unless in the Quotation some other period is specified) or when Erik Westlake withdraws the Quotation.
- The works to be carried out shall be as set out in a signed work confirmation. If the Client requests any work that is not specified on the confirmation this work is treated as extra work and is chargeable.
- Should the domain name become unavailable for whatever reason, Erik Westlake will not be held responsible and will propose a new domain name for registration. The new domain name will not affect the present contractual agreements made and the Client agrees that they are still subject to the same fees and charges.
- Email will be the method of contact with regard to all communication regarding billing. Although Erik Westlake can be contacted by telephone, post and email, Erik Westlake will use email as the method of billing communication and therefore it is the Client's responsibility to inform Erik Westlake of any change in email address so Erik Westlake always has up to date email contact details. Erik Westlake cannot be held liable in any way relating to billing communication issues if the Client has not acted on these email notifications. Delivery receipt to be treated as delivery.
- Erik Westlake will only commence work on a Project after receipt of a non refundable, 25% deposit of the quoted Project fee from the Client. The final 75% payment is to be made on completion of the work. If the Client has any invoices that remain unpaid 30 days after invoice due date, Erik Westlake maintains the right to suspend or terminate any or all of the Client's services. (Note hosting will automatically be suspended after 30 days until payment has been received, Erik Westlake has no control over this, it is the Client's responsibility to pay due invoices)
- The deposit paid to Erik Westlake covers the cost of design work carried out as well as any administration work and communication with Erik Westlake. The deposit is non refundable.
- The Client shall make all payments due to Erik Westlake by cheque or PayPal direct payment directed to Erik Westlake's account.
- Erik Westlake shall expect the Client to carry out sufficient research in terms of legality before proceeding with a website. This will include checking that the website/idea/business will operate legally. It is important that the website is not in any way illegal. Erik Westlake is in no way responsible for anything that appears or does not appear on any of the Client's websites, its legality or otherwise, it is up to the Client to ensure their website displays both legal and correct information.
- It is important for the Client to keep in contact with Erik Westlake throughout the entire Project. If a Client does not make contact after Erik Westlake has emailed them, Erik Westlake will wait until they do. If after an attempt by Erik Westlake to make contact the Client has not responded the Project may be terminated, and the deposit will not be refunded.
- Where images used on the website have been purchased by Erik Westlake on behalf of the Client, these images are strictly for use on the website only. Erik Westlake is not liable for misuse of these images by the Client or any other person's copying, altering or distributing the images to individuals or other organizations.
- Erik Westlake will host the website if the Client requires it and on receipt of full payment of Erik Westlake's Hosting fees. In doing so, Erik Westlake will endeavor to provide a reliable and professional service to the Client at all times but do not guarantee that the website Hosting will be available at all times, especially in the event of a technical failure beyond Erik Westlake's control. Hosting is based on fair usage policy as determined by Erik Westlake.
- Erik Westlake cannot be held responsible for anything adversely affecting the Client's business operation, sales, or profitability that might be claimed is a result of a service offered or not offered by Erik Westlake. (Including any suspended services due to nonpayment of due bills)
- Where asked to provide search engine optimization for a Client, Erik Westlake does not guarantee any specific placement or high ranking on search engines.
- Erik Westlake will provide the Client with an expected completion date for the Project (live on the internet) if requested and will endeavor to meet any given deadline, but does not guarantee and is not bound in any way to complete the Project by this date.
- If the Client wishes to use any Open Source Software or Third Party Software, it is the Client's responsibility to address their concerns with Erik Westlake prior to website development commencing. Erik Westlake is not responsible for any functionality or lack of within Open Source Software or Third Party Software.
- If the Client wishes to use any Open Source Software then the Client shall not be charged for Open Source Software, only Erik Westlake's time in installing/customizing/modifying said software. If there is a charge for a website using Open Source Software, the Client is paying for the installation and customization time. Open Source Software is not owned by Erik Westlake or the Client.
- Erik Westlake owns all design and code of the website until final payment has been received in full. Once final payment is received, the Client will then own the design and code of the website, unless Open Source Software or Third Party Software is used. Images will have been purchased by Erik Westlake for the Client, unless the images have been supplied by the Client.
- All images displayed on the Client's website will only be used after authorization by the Client, and are the sole responsibility of the Client regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any images supplied by the Client or Erik Westlake, they will be the sole responsibility of the Client.
- Domain names are registered to the Client. The Client is the legal owner of the domain and if they request to have details changed or the domain transferred elsewhere, Erik Westlake will do this within a reasonable timeframe.
- A domain name can be registered by Erik Westlake on behalf of the Client once Erik Westlake has received the 25% deposit
- It is the responsibility of the Client for renewal of their domain names when due. If the Client allows a domain name to expire Erik Westlake cannot be held liable for this.
- It is the responsibility of the Client for renewal of their Web Hosting when due with Erik Westlake. The Client will be notified by email when their hosting is due for renewal. If the Client does not pay for their hosting when it is due, hosting will be automatically suspended. Erik Westlake cannot be held liable for any issues that the Client may encounter with their Website when the Client has not paid due Invoices.
- Renewal of Web Hosting, after initial inclusion period (usually 12 months), is due on a monthly basis (paying yearly is an option if desired). The Web Hosting will not be renewed if the Client does not pay their invoices when due and will be automatically suspended. The Client will be notified when their hosting is due. Erik Westlake cannot be held liable for any issues that the Client may encounter with their Website when the Client has not paid due Invoices.
- The Web Hosting renewal charge must be received within 10 days of the Web Hosting due date. Erik Westlake reserves the right to deactivate any website where the Hosting has expired and the Client has not paid the renewal charge. There may be an additional admin fee set by Erik Westlake for reactivating the website/Web Hosting.
- If a Domain name is purchased by the Client through a company other than Erik Westlake, the Client has full responsibility in making sure that the domain name is renewed when due. Erik Westlake will not renew the Domain name when annual Web Hosting renewal is due if the Domain name is purchased through a company other than Erik Westlake.
- If the Client does not use Erik Westlake Hosting or Domain services, then the management and Hosting of the Domain name are the full responsibility of the Client.
- Erik Westlake has no control of, or responsibility for, the content of Client's websites. In no way does the textual or image based Content of the Client's web sites constitute Erik Westlake endorsement, or approval of the website or the material contained within the website. Erik Westlake has not verified any of the materials, images or information contained within the Client's web sites and is not responsible for the content or performance of these sites or for the Client's transactions with them. Erik Westlake provides links or references to the Client's website's solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but does not guarantee or warrant that such links will point to the intended Client site at all times.
- Erik Westlake is not liable for loss, damage or corruption to files or information stored on its servers or individual PCs relating to a Client's website. The Client is solely responsible for any information or files relating to its website.
- Erik Westlake makes no claims that the contents of this website may be lawfully viewed or downloaded outside Canada. Access to this website may not be legal by certain persons or in certain countries. If this website is accessed from outside of Canada, it is done at own risk and the visitor is responsible for compliance with the relevant laws of the visitor's jurisdiction. The terms and conditions of this website are governed by the laws of Canada. Jurisdiction for any claims arising in respect of this website's Content shall lie exclusively with the courts of Canada. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.
- Erik Westlake shall be entitled to sub-contract any work relating to the Contract without obtaining the consent of, or giving notice to, the Client.
- Erik Westlake is not responsible for the Client's on-going web site promotion. Should the Client require the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines. While Erik Westlake can optimize the site for this Erik Westlake is unable to make any guarantees about the success of any search engine promotion activity.

- Should the Client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.
- Failure to Provide Required Website Content: To remain efficient Erik Westlake must ensure that work Erik Westlake has programmed is carried out at the scheduled time.
- Erik Westlake asks that *the Client provide all the required information in advance*. On any occasion where Erik Westlake cannot progress a Client's website because the Client has not provided the required information when agreed to do so, and Erik Westlake is delayed as a result, Erik Westlake reserves the right to terminate the project.
- If the Client agrees to provide Erik Westlake with the required information and subsequently fails to do within four weeks of project commencement Erik Westlake reserves the right to close the project.
- Text content should be delivered as a Microsoft Word (or similar) document with the pages in the supplied document representing the content of the relevant pages on the website. These pages should have the same titles as the agreed website pages.
- The price quoted to the Client is for the work agreed on the quotation only. Should the Client decide that changes are required after work on the website commences, then Erik Westlake will accept these changes with the provision that additional charges may have to be negotiated.
- The website is provided to and accepted by the Client as a fully functioning, completed work. *Erik Westlake is not responsible for future support*. This support can normally be provided upon request and for an agreed fee. *No guarantee of future support is given unless an ongoing support package is negotiated*.
- It is expressly agreed between the Client and Erik Westlake that the liability for any damages arising out of provision of the services under this agreement to the Client by the Erik Westlake whether caused by negligence of Erik Westlake, its employees, agents and subcontractors or otherwise is limited to actual damages, but shall in no event exceed \$100.00.
- Erik Westlake shall, cause each of the Representatives working on the projects, to keep all Confidential Information of the Client or the Clients customers confidential, not to disclose it to any third party without the prior written consent of the Client or the Clients customers, and not to use it for any purpose other than that for which it was provided to Erik Westlake.
 - (b) Erik Westlake shall only disclose Confidential Information to those Representatives who need to know the same for legitimate business purposes.
 - (c) The Client and its Representatives similarly agree to maintain information regarding Erik Westlake's processes, tools, methodologies and any other Confidential Information of the Agency strictly confidential, and the foregoing paragraphs shall apply equally to the Clients obligations Erik Westlake.
 - (d) Notwithstanding the above, Confidential Information shall not include any information which
 - (i) is available to the public, or becomes available to the public other than as a result of an improper disclosure hereunder,
 - (ii) was previously known to the party obligated hereunder, or
 - (iii) becomes available to the obligated party on a non-confidential basis from a source other than the disclosing party, provided the source is not known by the obligated party to be in violation of a confidentiality obligation to the disclosing party.
- In the event any one or more of the provisions of this Agreement and/or Project Brief shall be held invalid, illegal or unenforceable, the remaining provisions of this Agreement and/or Project Brief shall be unimpaired and the Agreement and/or Project Brief shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision which comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.
- The Client shall indemnify Erik Westlake and keep Erik Westlake indemnified from and against any and all actions, costs (including, without limitation, the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement by a third party of any patent, registered design, unregistered design, design right, copyright, trade mark or other industrial or intellectual property rights resulting from compliance by Erik Westlake with the Client's instructions, whether expressed or implied.