

TERMS & CONDITIONS

In having Elijah Nathan – Eli's Web, design or develop your web site, you agree that it is in compliance with the general rules and guidelines as follows:

Standard Media Delivery

This Agreement assumes that all text is provided by the Client in electronic format (e-mail or word doc), all photographs and other graphics are provided in a .gif, .jpeg or .bmp format. Video files must be in .mp4 or .avi format. Audio files must be in .mp3 format. Additional expenses may be incurred and will be invoiced accordingly for Elijah Nathan providing text, corrective work, and conversion of media and outside facility charges.

Permission and Copyright

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other supplied material. Every contract for page design and placement shall be regarded as a guarantee by the Client to Elijah Nathan that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

Access Requirements

In order to install the design in question, Elijah Nathan must be granted read/write access to the Client's storage directories. Depending on the project, other resources might have to be configured on the server end (for scripts, image maps, etc.).

Right to Pull

The Client agrees to give Elijah Nathan "on demand" access to the installed designs and the Client further agrees that Elijah Nathan shall have the right to remove that design from public posting for failure to adhere to the terms of this Agreement, including violating any licensing agreements or failure to pay fees duly assessed.

Payment Terms

A 50% deposit will be paid in full before development commences. This deposit is non-refundable. Remaining designing/maintenance fees are/shall be payable 14 days after completion (unless otherwise agreed). In the case that Elijah has completed the majority of development but is waiting for the client to provide assets such as images or text then the balancing amount will be payable up to 14 days after the initial completion estimate found at the bottom of this document and the contract. Any ongoing work, or work added to any fixed price contracts are charged at the basic rate of £22 per hour.

Post Placement Alterations

Elijah Nathan cannot accept responsibility for any alterations caused by third party occurring to the Client's pages once placed. Such alterations include, but are not limited to additions, modifications, or deletions.

Impossibility of Performance

The Client acknowledges and agrees that Elijah Nathan cannot guarantee the absence of service interruptions caused by Acts of God or other circumstances beyond its control including, but not limited to, telecommunications problems.

Cancellations

Cancellation of orders for authoring, development or placement may be made by telephone, but must be confirmed in writing by e-mail or letter. The Client will be invoiced for authoring work completed to the date of first notice of cancellation for payment in full within 14 days. The full invoiced amount of the order must be paid if the cancellation is not received in writing within 10 working days of placing a website order. Cancellations of hosting must be made with the hosting company; any involvement Elijah has with contacting a hosting service on your behalf will be charged at the usual hourly rate. Note: 28 - 32 days' notice should be given, otherwise that month of hosting may be charged to the Client. In the event that you decide to move to another provider within the hosting term paid for, the hosting fees are usually non-refundable. There may also be a domain "transfer" charge.

Websites

On ordering a site and signing the contract of service, you will receive a typed invoice confirming the site cost and number of pages to be constructed (this document will also confirm details of the monthly hosting/domain name fees payable).

Elijah will specify a date for the completion and set up of the initial site. This will normally be between 2-6 weeks from the date of ordering. This is also dependent however on the Client providing the relevant information with regards to site details. If other information and ideas are requested Elijah will be happy to add these after the site is set up for a fee of £22 per hour. Elijah cannot accept a lack of relevant information as a reason for non-payment of due fees.

If Elijah Nathan sets up a domain name, the name will be registered to Elijah Nathan on behalf of the client. Fees for the domain name will be charged yearly and these will be confirmed on the invoice document.

Elijah offers static and interactive sites. The level of interactivity will drastically effect the workload involved in development. This results in a higher cost and will be the cost will be calculated appropriately.

All websites will be fully commented to assist transitions between developers running smoothly.

Browser Compatibility

Designing a website to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of pages. Therefore, Elijah Nathan only guarantees that the website designed for you will work in:

Google Chrome
Safari
Mozzila Firefox
Opera

Legal

Elijah Nathan does not warrant that the functions contained in these web pages or the Internet website will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will Elijah Nathan be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Elijah Nathan has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. We shall have no liability for loss of profits, business, revenue, goodwill or anticipated savings or for any other indirect or consequential loss.

Due to the nature of electronic transmission of data over the internet, any liability Elijah Nathan may have for any losses or claims arising from an inability to access this website, or from any use of this website or reliance on the data transmitted using this website, is excluded to the fullest extent permissible by law. In no event shall Elijah Nathan be liable for any loss of profit, revenues, goodwill, opportunity, business, anticipated savings or other indirect or consequential loss of any kind in contract, tort (including negligence) or otherwise arising out of use of this website, save where such liability cannot be excluded by law.

Although he takes pride in the work he does to hinder viruses spreading, Elijah Nathan does not give any warranty that this website is free from viruses or anything else which may have a harmful effect on any technology.

SEO (Search Engine Optimisation)

The use of search engine optimisation (SEO) services from Elijah Nathan constitutes agreement to these terms:

1. **Access to Web-server** - On agreement of the package and final keywords, the client agrees to give Elijah Nathan full ftp access to their web-server. This is so that Elijah Nathan can make necessary changes and updates to the client's website in a timely manner, without having to continuously go back and forth to the client.
2. **Guarantee** - Elijah Nathan cannot guarantee 1st page search rankings but will make every effort to optimise your keyword search terms. Search engine companies change their ranking algorithms periodically, and as such, search ranking positions will fluctuate and cannot be guaranteed by Elijah Nathan. Any other changes to search engine sites that cause unfavorable ranking results are out of Elijah's control and he cannot be held responsible for such actions or occurrences.
3. **Payment** - Elijah Nathan will be paid in full for SEO Services before commencing optimisation.

Acceptance of Terms and Conditions

The signing of a contract or by simply requesting Elijah's services will be taken as a declaration of the clients' acceptance of the terms and conditions. Elijah will also sign the document. The client will sign two copies of the terms and conditions of which one will belong to them to refer to. Please do not sign unless asked to sign both documents.

Elijah Nathan reserves the right to revise its policies at any time.