



T E R M S & C O N D I T I O N S

1. It is understood that Saskia Frost is the exclusive Website Developer retained by the client to cover the project.
2. Saskia Frost will not be held liable for any production problems beyond their control, e.g. regarding Squarespace company, any other third party companies (not named in the contract) involved, failure of client to provide required information prior to end of estimated project completion, technical issues experienced by client. This includes any technical equipment, including computers and software systems not supplied by Saskia Frost.
3. Saskia Frost allows the client to edit images and limited copy within their website and update e-commerce aspects. Third parties are not permitted to edit the website and in doing so risk the functioning and design of the site. Saskia Frost holds the rights to remove her affiliation to websites edited by those not named in the contract.
4. Editing is limited to changes that do not effect the layout and design of the site.
5. Saskia Frost reserves the right to postpone or terminate contracts at any time for any reasonable cause, e.g. accident or ill health. Any liability on the part of Saskia Frost will be limited to the amount paid.
6. If Saskia Frost fails to comply with the terms of this agreement due to any event beyond the control of Saskia Frost, including but not limited to illness, accident, labour disputes, acts of God and other catastrophes or uncontrollable and unforeseeable equipment failure, Saskia Frost's liability is limited only to a refund of the amount received.
7. Unless a result of gross negligence or wilful misconduct, the liability of either party to the other for any type of damages shall be limited to the amount of Saskia Frost's total fees under this agreement.
8. Saskia Frost provides graphics via email link. It is the clients responsibility to download these files for future use. Saskia Frost will keep the raw files for 6 months by the end of which time they will be deleted. Saskia Frost after this 6 month period is not liable for the loss of any graphics and will be unable to offer additional edits using the raw files.

9. Upon taking possession of the finished product the client must inform Saskia Frost of any technical or other problems with the website within seven days. After seven days, if no notification has been received the client will be deemed to be satisfied with the product. Editing errors are corrected at no charge and include, but are not limited to, spelling, and other minor technical errors. If the client fails to notify Saskia Frost of any errors within the seven days after delivery of the final product, Saskia Frost may charge an additional fee for re-editing at the hourly rate of £30. The client agrees to allow Saskia Frost an additional month for delivery of the final product if it must be re-edited.
10. If the client wishes for Saskia Frost to provide additional work (beyond the hours included in this contract) these can be added on at the additional hourly rate of £30.00. Any additional work must be agreed prior to the completion of the project and the balance must be paid in full with the remaining balance. In the event of additional work being agreed Saskia Frost will issue the client with a new contract to include this. If additional work is agreed after confirmed completion date Saskia Frost holds the right to prioritise the work with other projects that may have begun.
11. If the client wishes to make any amendments to the finished website, excluding editing errors, Saskia Frost will provide the client with an additional quote to complete the work if the amendments are deemed possible by Saskia Frost.
12. The client is responsible for gathering all required information needed by Saskia Frost to complete the agreed work prior to the agreed start date. If the client fails to do so they may be liable to hours added onto the project at the additional hourly rate of £30. Spelling and grammar is the clients responsibility. The client grants full editorial and production control to Saskia Frost regarding all aspects of the production and post-production services for the website. Creative aspects are agreed between the client and Saskia Frost.
13. Saskia Frost is, and shall remain, the sole and exclusive owner of all right, title, and interest in and to all website designs, know-how, software, and other materials developed or acquired by Saskia Frost prior to the date hereof ("Pre-Existing Materials"), including all intellectual property rights therein. Excluding the Pre Existing Materials, Saskia Frost hereby assigns all right, title and interest in the deliverables, including the website and graphics, and all intellectual property rights therein ("Deliverables"), to the client. Saskia Frost also hereby irrevocably grants to the client a royalty-free, fully paid-up, perpetual, transferable, irrevocable, worldwide, non-exclusive license to use, display, reproduce, distribute, modify and otherwise exploit such Pre Existing Materials as part of or in connection with the Deliverables. Saskia Frost reserves the right to use the Deliverables for marketing Saskia Frost's services.
14. Any graphic produced by Saskia Frost will be part of the company's portfolio and therefore may be uploaded to her website and social media sites for promotional purposes.
15. The client warrants that he/she has the legal rights to anything Saskia Frost will use, including photos, previously designed graphics, fonts, URLs, or any other materials delivered to Saskia Frost for inclusion in the client's project.
16. Saskia Frost retains all copyrights to all her images and presentations - the client is able to print said images for personal or commercial use with no additional fees.
17. Saskia Frost asks that any contract imagery used on social media are recognised and tagged to her account @saskiafrost.

18. Saskia Frost will maintain the functionality of the clients website when requested, unless failure of services are third party related. Maintenance will be subject to an hourly fee of £30. Website analytics will be provided when requested by Saskia Frost.
19. Saskia Frost is not responsible for the continued running of the website. Websites must be checked by the client and Saskia Frost can be then notified of any corrections that may be needed.
20. The client is responsible for any payments to squarespace.com and third party purchases such as URLs.
21. Saskia Frost will not be held liable to any failures in payments or contracts with any third party companies.
22. Saskia Frost is not responsible for third party accounts such as Gmail, Mailchimp, Shopify and has been employed for the design and production through Squarespace and services listed in the contract only. Any additional requirements are chargeable at £30 per hour.
23. Saskia Frost will not be liable for SEO issues. Every effort will be made to increase the SEO presence of websites produced by Saskia Frost but the success is ultimately with the Search Engine companies. If you require further assistance with SEO optimisation a third party provider will need to be hired.
24. The client is of the understanding that Saskia Frost's design and production is limited to Squarespace, a template website company. Saskia Frost will do her utmost to adjust the website, where possible, to achieve the closest representation of the clients requests.