

# Terms & Conditions

## MCB Creations\* Website Optimisation Services:

Initial Development: To research your website and communicate with you in order to understand your company, products and customer base. To examine your nearest competition's websites in order to understand their website search engine positions, popularity, keywords and page descriptions.

To implement the agreed keywords, phrases to your title, keyword and description tags within your source. Based upon client's target market, will liaise with you in order to optimise your website through the website layout, page titles, descriptions, keywords and content Submission to leading search engines and related directories for your specific Industry. (MSN, Altavista, Google, Lycos, AOL, etc).

### MCB

Creations cannot guarantee any listings within the search engines and cannot be held responsible for listings or keywords not showing on the search engines, although SEO can provide more visibility and visitors to your website it does not provide sales (you can lead a horse to water but you can't make it drink)

MCB Creations does strive to get major rankings for all the Optimisation work carried out. The client named above must ensure any changes to their website are made to the current live files and not from stored file system, MCB Creations cannot be held responsible if the site content and search engine Optimisation work added by MCB Creations is removed by another designer employed by the client named above.

### FTP Access:

MCB Creations search engine Optimisation is based on the correct addition of description tags, keywords and page titles, to be able to do this the client named above must ensure MCB Creations is supplied with the full FTP access details to allow MCB Creations to amend the clients website named above source code.

### Monthly (if applicable)

The Online statistics are available at any time and if you wish to discuss these results we are happy to answer any questions you may have. Following the launch of the online statistics we are pleased to announce we are also improving the way the site is delivered to the search engines along with the added benefits. Available through your own hosting package

MCB Creations is happy to supply a printed version of your monthly statistics on request. As a major part of our services is working within the guidelines of the search engines; we recognise the need to maintain the Search Engine Optimisation within the web marketing guide lines. MCB Creations strives to list the client named above within the top search engines pages to do this MCB Creations may be required to add further scripting including Google Analytics, sitemap or additional services to your website source code.

### Termination of contract:

Following agreeing in writing or verbally with MCB Creations to carry out work specified, Should the client terminate the contract for any reason MCB Creations reserves the right to charge for expenses from the start of the agreed term in addition to the cancellation policy shown below.

MCB Creations reserves the right to charge for any expenses such as Fuel, Travel time, Out of office hours. MCB Creations may also charge for time by the hour for work already completed.

1. The current rate for work already carried out is charged per hour and is £37.50 as of Jan 2010 and will remain at this cost unless changed here.
2. Fuel charges are based on 39pence per mile return travel.
3. Onsite meetings are charged at £37.50 per hour including travel time.

These costs are ONLY charged should the Contract be terminated by the client, for any reason.

Any Payment received from the client in Full or partially will be credited back to the client within 60 days of termination, once and charges shown above have been applied.

These charges are fixed and do not relate to any discounts or offers given in the original contract and will be applied to the full agreed contract price. If the total expenses are higher than the original contract price, the expenses will not exceed the contract price.

### Onsite management:

When MCB Creations are requested to site visit our normal hourly charge are applied £37.50 per hour, unless agreed within the original signed contract prior to onsite meetings.

**Cancellation policy:**

MCB Creations strives to maintain all the work covered within this order form but should for any reason the client named below wish to cancel during the fixed 12 months contract period our cancellation policy requires. After initial set up (1 week) the full initial fee balance is due without exception. When providing a 12 months Optimisation or management service the following charges apply, if cancelled within the first 3 months 30% of full balance, if cancelled within first 6 months 60% of full balance, if cancelled within 9 months 90% of full balance, after 9 months the full balance is due for payment.

When paying by standing order if any payments fall into arrears these payments are due if full, and the remaining balance can be spread of the remaining months of the contract term. If payments are a single invoice full payment is due within 30 days, MCB Creations is entitled to increase the outstanding amount following 30 days as shown here. 45 days increase 20%, 60 days increase 50%, 90 days to go to debt collection + full charges for collection of debt to be added to the original account.

**Money Back Guarantee**

Our SEO money back guarantee covers a full 12 months contract only, if cancelled early then our cancellation policy becomes effective. Charges will be applied as per our termination of contract terms for any working hours implemented at the start of the SEO contract and deducted from any refund issued upon cancellation.

**Upon cancellation:**

MCB Creations will remove all statistical packages attached to the account named above, including all Google packages which were added under MCB Creations accounts, once cancellation confirmation has been received either in writing, fax or email the terms under our cancellation policy above take effect. Along with any statistical packages attached to the website for the company named above all aspects of the search engine tags

Including all title's descriptions and keywords attached to the source files of the website will be removed and reset to the company name, once confirmation of cancellation has been received. Following cancellation or termination for any reason by the client charges may also be applied which are shown above under termination of contract. Any services or website design/information (proofs/temporary sites/mock ups) will remain the property of MCB Creations and will be deleted without notice within 24hrs of cancellation.

**Client Responsibility:**

To maintain an effective and relevant website according to the Optimisation keywords and brief, to inform of any changes to the site or addition of pages, to inform us of any further addition of keywords or phrases to be added to the website. MCB Creations cannot be held responsible for any listings shown or not shown within the search engines. We will coordinate and liaise with you throughout this process and will let you know, should we require any further information on your services, competition or target market.

**Google adwords**

On occasion MCB can assist in setting up your Google AdWords account providing you with access details to the account and help with setting up your keywords and adverts. When it comes to payment for your account you are (the client) responsible for any payments for and period which you have advertised. Unless MCB creations receive confirmation via email to suspend or cancel any accounts running, your accounts will remain live. It is not the responsibility of MCB if you are charged by Google.

**Domain names:**

MCB Creations, provides the client named below the option to lease the named domains for a period which was selected within the contract above, the domain names selected remain the property of MCB Creations during this period and will be for the sole use of the client named below linking through to the clients website and including the full redirection and promotion during this period selected. At the end of the period the domain names are offered for renewal if domains are not renewed they remain the property of MCB Creations.

We will coordinate and liaise with you throughout this process and will let you know, should we require any further information on your services, competition or target market signing below on behalf of the company above means you agree to all the terms shown above. Copies of these terms are available on request, when signing or verbally agreeing to our services you have agreed to these terms and conditions.

These are also located within our website and can be referred to at any time during your contract.

MCB Creations reserves the right to amend these terms and conditions without notice.

MCB Creations is not related to MCB Creations LTD which has now dissolved.

\*Mr Simon McBride, Sole Trader, trading as MCB Creations