

Suffolk Website Design

Terms and Conditions (updated 30 July 2012)

This document is to be viewed by all involved parties as a binding and insoluble contract in agreement to the terms stated below. By signing the sales agreement presented to you by the sales representative, you authorise Suffolk Website Design and its associated companies (hereafter referred to as "Suffolk Website Design") to proceed with the creation of the product as discussed with the sales representative and confirmed subsequently in writing.

Definitions

A 'Project' is any work undertaken or service provided by Suffolk Website Design for the Client on their request and as described in our confirmation order email to that Client.

A 'Client' is a person, persons, business or organisation using any of the services provided by Suffolk Website Design.

'Domain' is the website address as specified by the Client.

'Hosting' is a yearly cost to keep a client's website activated online.

'Content' is both text and images that the Client requires on the website.

The contract between Suffolk Website Design and the Client will be on these conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.

The works to be carried out shall be as set out in the Suffolk Website Design confirmation order email.

Email will be the primary method of contact with regard to all communication. Although Suffolk Website Design can be contacted by telephone, or in person for our local customers, we will use email as our method of communication and therefore it is the Client's responsibility to inform us of any change in email address so we always have up to date email contact details. Suffolk Website Design cannot be held liable in any way relating to communication issues if we are not supplied a valid email address. Suffolk Website Design will acknowledge all emails within a 24 hour period excluding weekend and public holidays.

Office Hours

Our normal office hours are Monday to Friday, 9 am to 5 pm. If you have any questions please contact us during these times.

Contacting Suffolk Website Design

In order to deal more effectively with your queries, we ask that you put any questions to us in writing. Our contact details are:

Suffolk Website Design
11 Woolner Close
Barham
Ipswich
Suffolk
IP6 0DL

Tel: 01473 831839

Mob: 07915 665474

Email: info@suffolkwebsitedesign.co.uk

Provision of Materials

You agree to provide us with the specific copy, images and information we require in order to create your product, or to advise us as to where we can locate such materials. We accept no responsibility for your site not being put live / product being completed by a specific date if we are unable to secure necessary and / or suitable information and/or materials from you. If you cannot supply the information you wish to feature in your product, we will do what we can to obtain it, but we accept no responsibility for errors, omissions or discrepancies which may be present on the final product, as these may arise through our lack of specialist knowledge regarding the content of your product. The time taken to compile the data, as well as any time required to correct errors, omissions or discrepancies which have arisen through your not providing us with adequate materials, will be charged to you at our standard rate. We accept no responsibility for the delay caused in providing you with the final product as a result of your supplying us with insufficient or unsuitable materials. This does not apply if the additional cost could have been avoided but for unreasonable delay on the part of Suffolk Website Design in ascertaining the unsuitability of the materials with which you provide us. Where you supply or specify materials, we will take every care to secure the best results in the finished product, but we accept no responsibility for imperfect work caused by defects in or unsuitability of materials so supplied or specified. The original price we agree is subject to one set of amendments, and subsequent amendments will be charged for at the prevailing hourly rate.

Websites

Payment Terms

Before Suffolk Website Design commences any work we require a 50% cleared deposit received with order. This will mean the website has been commissioned and as such no refund can be given or transferred after this point. All deposits are non-refundable. If the project price comes to less than £300, payment will be required in full with order. 25% will be due following Client approval of the look-and-feel website proof. The final 25% will be due when the completed site is ready to go live. On receipt of the final payment, the site will be transferred from its temporary location to the Client domain.

The web server, website, graphics and any programming code remain the property of Suffolk Website Design until all outstanding accounts are paid in full.

Unless otherwise agreed by Suffolk Website Design, the Client's website will not be made live on their selected domain until the agreed account balance is paid in full. Additionally website's will not be transferred to third party hosting providers until the agreed balance is paid in full unless otherwise agreed to by Suffolk Website Design.

Website Hosting

Suffolk Website Design will host your website free of charge for the first year. Each subsequent year thereafter will be charged at £39.99 unless notified otherwise (this figure also includes your domain name renewal).

Suffolk Website Design will forward the invoice for hosting charges approx. 14 days prior to the renewal date. This renewal date will be 1 year from the date of your first payment to Suffolk Website Design.

Failure to pay the fees by the due date will result in suspension of your website until payment is made in full. A delay in payment of more than 60 days will result in your web hosting account being cancelled.

All hosting package fees are non refundable.

Domain Names

Suffolk Website Design will provide you with a free .co.uk domain name for the first year. Subsequent renewal costs will be included with the annual website hosting renewal above.

Failure to pay the website hosting fees above by the due date will result in cancellation of your domain name.

Should you wish to cancel your domain name with Suffolk Website Design we will need 30 days notice in writing.

Domain names will be registered by Suffolk Website Design and also registered to the Suffolk Website Design current address. Although the domain names are registered to Suffolk Website Design, the Client is the legal owner of the domain and if they request to have details changed or the domain transferred elsewhere, Suffolk Website Design will do this within a reasonable timeframe. All costs involved in detail changes of domain transfers shall be met by the client.

Website Updates and Site Maintenance

These are charged at £35 per hour (or part thereof). If you want to introduce new material in the form of extra pages, additional functions or more information than is already available on your site, this must be paid for as a new job.

Content Management System Functionality

Our content management system allows access to specific text elements and main images on a website within a set framework. It does not allow access to the design elements of the site, such as font types, colours, page layouts, background images, headers, footers or logos. If you require access to any of these elements, such access will incur an extra charge for one off changes / alterations.

Images

Images purchased by Suffolk Website Design on behalf of the client are strictly for use on the website only. Suffolk Website Design 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 organisations.

Page Definition

A page is defined as being a maximum of 1280 pixels wide by 1000 pixels deep. Pages larger than this may be subject to extra additional charges. A page consists of a page title, a set of meta information, an H1 title, an H2 title, 2 paragraphs of body copy, 1 main image and a maximum of 2 supporting images.

Initial SEO Definition

The free initial search engine optimisation included in our website packages consists of research into a client's particular market area and geographical location, the results of which are integrated into the page title, Meta content and body copy. Suffolk Website Design does not guarantee any specific placement or high ranking on search engines as this is beyond our control. We do, however, guarantee that as a result of search engine optimisation your website will improve its search engine listings.

Website Proofs

Once a client has agreed a look-and-feel proof and instructed Suffolk Website Design to proceed to build, any subsequent changes in style or design requested by the client will be charged for at our standard hourly rate of £35.00 per hour.

Exceptions (Web)

We accept that certain details regarding your business, such as telephone numbers and email addresses sometimes change, and that the details placed in a proof are liable to change. To this end we will amend smaller details such as these as part of our construction package. This policy applies throughout your contract with Suffolk Website Design: if a minor detail needs to be amended, we are more than happy to do so, free of charge. Larger changes, such as the creation of a new page or introduction of a new feature on your site, or the sourcing / changing of images are not covered by this policy and must be paid for.

General

Intellectual Copyright

Intellectual copyright will remain with Suffolk Website Design. We will only grant you use of any design, illustrations, photos Suffolk Website Design has produced and such content only to be used on your website at all times. If you wish to use such content or any part thereof away from the website you can apply for permission to do this in writing. A charge may apply.

Copyright

Unless negotiated and agreed in writing, the copyrights of general artwork, commissioned artwork, illustrations, website design, programming and copy belong to Suffolk Website Design. If you supply us with material, it is your responsibility to obtain all necessary copyrights for its use, and we assume that you possess these. In such cases, the copyright belongs to you. By signing this agreement, you agree to indemnify Suffolk Website Design from any claim which arises regarding the use of material with which you supply us. We reserve the right to use any artwork or printing we produce for the purposes of promoting our services unless you request otherwise in writing.

Suffolk Website Design cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Quotes

All quotes for work are valid for thirty (30) days, after which time all proposed work will have to be re-quoted. We take no responsibility for a re-quoted price differing from an original quote.

Deposit Payments

A deposit payment, howsoever made, constitutes an agreement to the contract to which it relates, and will be accepted by Suffolk Website Design in lieu of a signature on said contract.

Illegal Matter

Suffolk Website Design reserves the right not to print any matter deemed illegal, libellous or offensive, or which may be an infringement of the proprietary or other rights of any third party. This agreement indemnifies us in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

Consequential Loss

Suffolk Website Design accept no liability whatsoever for consequential or third party losses, resulting in a delay in delivery howsoever caused.

Financial Loss

Suffolk Website Design accept no liability whatsoever for financial loss or loss of earnings arising from products or services provided by Suffolk Website Design.

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Suffolk Website Design cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

Suffolk Website Design will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

Force Majeure

Suffolk Website Design accept no responsibility if we are unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency you may, by written notice to ourselves, elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

Liability

Suffolk Website Design shall not be liable for any loss to the customer arising from delay in transit caused by circumstances beyond Suffolk Website Design's control.

Credit Terms

For invoices not settled within the agreed credit terms, we reserve the right to charge interest on the overdue debt at 2% above the Barclays base rate at the time and an administration fee to cover the debt recovery costs.

Non-Payment of Fees

In the event that any invoice remains unpaid, Suffolk Website Design reserves the right to suspend our services. This may extend to (but not be limited to) the removal of a site from our servers and the suspension of email addresses without any notice. The invoice in question will remain due but a supplementary charge may become payable.

Insolvency

Any customer ceasing to pay their debts in the ordinary course of business or proving unable to pay their debts as they become due or, being, a company, is deemed to be unable to pay its debts, or has a winding-up petition issued against it or, being a person, commits an act of bankruptcy or has a bankruptcy petition issued against it, Suffolk Website Design, without prejudice to other remedies, shall (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to it, and (ii) in respect of all

unpaid debts due from the customer, have a general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as we think fit and to apply the proceeds towards such debts.

Data Protection

Suffolk Website Design agrees to keep the confidential information of its clients confidential, including all administration areas of websites and details of referrers and those who are referred. All such data recorded by a website will be completely secure, and all information will be treated as confidential in accordance with the Data Protection Act.

Access and Jurisdiction

Suffolk Website Design makes no claims that the contents of this website may be lawfully viewed or downloaded outside England and Wales. Access to this website may not be legal by certain persons or in certain countries. If this website is accessed from outside of the United Kingdom, 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 England and Wales. Jurisdiction for any claims arising in respect of this website's Content shall lie exclusively with the courts of England. 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.