

Service Terms

Terms and Conditions

All services provided by Designer are subject to the following terms & conditions.

Terms & Conditions

Definitions

The following Terms document is a legal agreement between Clean-Cut Web Design hereafter "Designer" and "Client" for the purposes of Website design or development. These Terms set forth the provisions under which the Client may use the services supplied.

Acceptance of work

Client agrees to provide any needed information and content required by Designer within 30 days from project commencement, to enable Designer to complete a design or Website work as part of an agreed project.

Designer endeavours to create pages that a) can be crawled by search engine spiders and b) rank high with search engines. However, Designer gives no guarantee that the Website will achieve high position rankings with search engines. This is often achieved through various off-page SEO methods including obtaining backlinks from other Websites. The Client may wish to enquire about specialist Web marketing and/or SEO services.

All instructions from Client to Designer must be made via letter or recognised email address associated with the Client.

Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account which the Developer requires to upload the Website if required as part of a project.

Any work is subject to a minimum charge of £30.

Additional work requested by the Client which is not specified in the agreed quotation is subject to an additional quotation by the Designer on receipt of specification. If the work is needed as part of an existing project then this may affect the timescale and overall delivery time of the project.

If Designer designs, builds or amends a Website for a Client then Client agrees that Designer may include a design or development credit (hyperlink) displayed on the Client's Web page.

Client agrees that Designer reserves the right to include any work done for the Client in a portfolio of work.

It is the responsibility of the Client to fully check the content of the Website prior to its publication and to check that it functions to their satisfaction.



Revisions

Client agrees that they are permitted up to 3 hours of alterations to the layout. All alterations are to be requested in writing either by email or postal mail by the Client. After the 3 hours of alterations have been completed, Designer reserves the right to advise the Client of such and send a separate quotation to the Client and to request payment for any further alterations. Designer reserves the right to request payment be received for further alterations before continuing work.

Upon completion of agreed design (Project Proposal Document) the Client is asked to confirm in writing by email or postal mail that they consent to a design and agree that any further design alterations are chargeable.

Accessibility & Web standards

Designer shall make every effort to ensure sites are designed to be viewed by the majority of visitors. Sites are designed to work with the main browsers Internet Explorer and Mozilla Firefox latest releases. New layouts are tested with older browsers to ensure as much compatibility as possible. Client agrees that Designer cannot guarantee correct functionality with all browser software across different operating systems.

Clients agree that after handover of files any updated software versions of the main browsers Internet Explorer and Mozilla Firefox, domain name setup changes or hosting setup changes thereafter may affect the functionality and display of their Website.

Payment terms

For any work Designer requires a payment to be received in advance for the work being carried out and before handover of files, except where agreed at Designer's own discretion.

The Client chooses either to pay the full cost in one payment (and qualify for 10% discount on all project design and development fees) or split the cost into multiple payments. Should the client decide to split the cost of the project into multiple payments then a suitable payment plan will be agreed upon between Client and Designer before any deposit is paid.

All prices are exempt of VAT.

All invoices must be paid in full within 30 days of the invoice date, except where agreed at Designer's own discretion. Full payment details are clearly displayed on all invoices. In the event that work is postponed at the request of the Client, the Designer shall have the right to bill for work completed through the date of that request, while reserving all other rights under this Agreement. Overdue payments shall be subject to interest charges of 15 percent of the amount owed monthly.

Designer reserves the right to decline further design and maintenance [Updating] work if there are invoices outstanding with the Client.

All invoices are submitted by email except where required otherwise by regulations or agreed at Designer's discretion.



Designer reserves the right to remove its work from the Internet if payments are not received.

Deposits paid by the client are payments given as a guarantee that an obligation will be met by the Client. In the event that Client chooses to terminate a project, any monies paid (including deposits); are non-refundable once work has begun.

Cancellation

If the Client wishes to cancel the design services, they must give a minimum of 10 days notice of intent to cancel in writing by email or postal mail to the Designer. At that time the Client will be responsible for paying 40% of the remaining balance in the contract, and will be entitled to a copy of all materials generated so far. If the cancellation is the fault of the Designer, client can choose to except work generated up to that point or have a full refund of any monies paid. Designer must give a minimum of 10 days notice of intent to cancel in writing to the Client.

Domain names and hosting

All of the designer's fixed price Website packages are exclusive of domain name registering and Web hosting. Domain name registration and Web hosting services can be provided by Designer through third party domain name registration and Web hosting companies.

The Client should be aware that a domain name is registered with a third party and as such the Client shall agree to fully abide by the Terms set out by the third party for such services.

Client agrees to take all legal responsibility for use of third party domain name and hosting services and supplies truthful and up-to-date details to the third party services. Failure to do so may mean that renewal invoices for the domain and hosting services are not received by the Client.

The Client is liable to pay Designer for any domain name registrations and the initial set up of the hosting if included as part of the Website build.

Any other domain name and hosting services or costs not included by Designer, including, but not limited to, further domain name registration fees, domain name transfer charges, yearly domain name renewals, hosting charges, yearly hosting renewals, hosting upgrade, extra disk space, bandwidth and any other related or hidden charges are to be paid by the Client to the third party services.

The Client agrees to pay the domain and hosting fees as soon as required by the third party. Any modifications needed to the domain name or hosting services are to be made between the Client and third party service.

Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account which the Designer requires to upload the Website if required as part of a project.

Client agrees to take full responsibility for all usage of the domain name, hosting and email services and to fully abide by the Terms set out by the third party for such services.



Liability and warranty disclaimer

Designer endeavours to provide a Website within given delivery timescales to the best of its ability. However, the Client agrees that Designer is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery timescale.

The Client agrees Designer is not liable for any failure to carry out services for reasons beyond its control. The Client agrees Designer is not liable for absence of service as a result of illness or holiday time.

Should Client goes into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, Designer reserves the right to cancel forthwith any projects and invoice Client for any work completed.

Problems caused by malicious software, spyware, viruses and Website hacking are a fact of life on today's Internet. It is highly unlikely that these will affect your Website. The designer will endeavour to protect it from this as much as they can during its creation; but, after the Website is handed over; the designer cannot be held responsible for problems caused by illegal activity or the actions of others.

Indemnification

Client agrees to use all Designer services and facilities at their own risk and agree to defend, indemnify, save and hold Designer harmless from any and all demands, liabilities, costs, losses and claims including but not limited to attorney's fees against Designer or it's associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties. Client agrees this indemnification extends to all aspects of the project, including but not limited to Website content and choice of domain name.

Client also agrees to defend, indemnify and hold harmless Designer against any liabilities arising out of injury to person or property caused by any service provided or agreed to be provided or any product or service sold by the Client or third parties, including but not limited to, infringement of copyright, infringement of proprietary rights, misinformation, delivery of defective products or services which is harmful to any person, business, company or organisation.

Interpretation

Designer reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client in breach of these Terms. Designer shall be the sole arbiter in deciding what constitutes a breach. No refunds are given in such a situation.

Any email received from the Client shall be regarded as binding under this contract as long as it is from a recognised email address associated with the Client.

This agreement shall be governed by the laws of England and Wales which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.





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**Simple designs,
Effective
solutions**

Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

Any and all matters pursuant to this agreement are governed by English Law and are under exclusive jurisdiction of the English Courts.

Designer reserves the right to alter these Service Terms at any time without prior notice, the latest Service Terms can be found at the Designers Website at <http://www.clean-cut-web-design-kent.co.uk/cms/service-terms.html> with a date of last update. Clients directly affected by any Service Terms alterations will be notified by email on the day the changes were made.

By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understand, and accept the Terms of this Agreement, and agrees to be legally binding by these Terms.

Last Amended: 5 January 2012



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