

TERMS & CONDITIONS

STANDARD TERMS AND CONDITIONS

These are the standard terms and conditions for Website Design and Development and apply to all contracts and all work undertaken by The Amazing Website Company Ltd for its clients.

THE PROJECT AGREEMENT

All projects will be agreed to in writing via email, including appropriate Word Doc attachments, image files and any downloadable documents where applicable for the following:

- What the client is getting for their agreed price will be listed on the quote/invoice for inspection
- What the payment terms are so a choice can be made
- That all content of words, images and other files will be received by us before work commences.

OUR FEES AND DEPOSITS

All website design and build projects have two payment options:

- i. payment spread over three months using our No Interest Cashflow Plan.
- ii. payment in full before commencement of work – this attracts a 10% discount

The customer will be required to pay all payments due via bank transfer, debit or credit card payment unless otherwise agreed. Once the first payment is received; the client agrees to pay all agreed fees, even if the client cancels the project. If we cancel the project, the customer will not be charged. We reserve the right not to commence any work, or halt work if any payment is not paid in full when it falls due. The payment is not refundable if the development work has been started and you terminate the contract through no fault of ours.

VARIATIONS

We are pleased to offer you the opportunity to make revisions to the design. However, we have the right to limit the number of design proposals to a reasonable amount and may charge for additional designs if you make a change to the original design specification. Our website development phase is flexible and allows certain variations to the original specification. However, any major deviation from the specification will be charged at our usual hourly rate of £75 per hour.

THE DESIGN AND BUILD

The client hires us to use our skills, expertise and experience in website design and build to complete their project. We may also use our own judgement and interpretation of a client's requirements where necessary to maximise commercial and business effectiveness for their business website. Where a project requires additional specialist input or time issues dictate, we will outsource website design and build work as appropriate at no extra charge to the client.

SUBCONTRACTING

We reserve the right to subcontract any services that we have agreed to perform for you as we see fit. The client hires us to use our skills, expertise and experience in website design and build to complete their project. We may also use our own judgement and interpretation of a client's requirements where necessary to maximise commercial and business effectiveness for their business website. Where a project requires additional specialist input or time issues dictate, we will outsource website design and build work as appropriate at no extra charge to the client.

SUPPLY OF MATERIALS

You must supply all materials and information required by us to complete the work in accordance with any agreed specification. Such materials may include, but are not limited to, photographs, written copy, logos and other printed material. Where there is any delay in supplying these materials to us which leads to a delay in the completion of work, we have the right to extend any previously agreed deadlines by a reasonable amount. Where the client fails to supply materials, and that prevents the progress of the work, we have the right to invoice you for any part of the work already completed outstanding for payment.

BACKUPS

If you DO NOT host your website with our Managed Hosting the you are responsible for maintaining your own backups with respect to your website and we will not be liable for restoring any client data or client websites

except to the extent that such data loss arises out of a negligent act or omission by us. All clients whose website is hosted through our Managed Hosting have daily backups as standard.

MANAGED WEBSITE HOSTING

If you have opted for our hosting service, unless otherwise stated, six month's website hosting (and corresponding services) is included within all our website design packages. After the sixth month of work commencing the customer will then be charged at £15 per month for hosting to run from the first day of the seventh month from the project commencement date. Or if preferred annual payment in advance at £150 giving 12 months for the price of 10 months. Failure to pay the hosting on the 1st of the month will see the website hosting suspended from 15th of that month until such time as payment is brought up to date.

DEADLINES

Completion times are an estimate only, sometimes things may take longer than anticipated due to circumstances outside of our control or where the client delays in getting any agreed content to us in a timely fashion. We strongly recommend the client supplies all content prior to the project start.

COPYRIGHT LIABILITIES

When we receive images, documents, videos or logos to be included in the website design and build we will assume that the client owns the copyright or has copyright permission. Any infringement of copyright is the full responsibility of the client.

SEARCH ENGINES

We do not guarantee any specific position in search engine results for your website. We perform basic search engine optimisation according to current best practice.

SELF EDIT RESPONSIBILITY

Clients are free to carry out edits to their website content and we can supply video tutorials to help them with this if they choose to go down this path. All website packages have an allowance of one free video tutorial as part of the website package. Additional video tutorials for further editorial tasks can be created specifically for the client for an additional charge of £75 per video tutorial production.

WEBSITE DESIGN ALTERATION BY CLIENT

It is important to note that if you or other people work on your website in the future, and the website design/layout/format is changed to what we deem to fall below our acceptable quality standard of what represents a professional design and layout we will remove any link to us. This is part of our quality control that if not strictly maintained may damage our professional reputation and integrity.

USING OUR DESIGNS ON OTHER WEBSITES

If a customer takes anything from a website we have created for them and uses it on another website/domain we have not created we have the right to request it be removed if we believe it can be identified that it is the work of The Amazing Website Company Ltd.

WORK OUTSIDE OF WEB DESIGN

The Amazing Website Company Ltd is a Web Design Agency and to that end we do not deal with any IT issues you may have with your Computers and mobile devices. This also applies to the setting up of your email accounts on any of your devices. Regarding email accounts we will supply the necessary information for you to pass on to any IT company to carry this out for you.

NON-DISCLOSURE

We (and any subcontractors we engage) agree that we will not at any time disclose any of your confidential information to any third party.

OUR CREDIT LINK

As a web design agency, we like to be credited for our work. We will place a credit link to the footer area of the website. For example; we usually credit ourselves by adding "Web Design by The Amazing Website Company" in the footer area which links back to our website. Should the client prefer not to have this credit on their website then they can inform us that they want it removed by email.