

## **General Terms and Conditions**

### **1. Definitions**

In these conditions “the Customer” means the person, firm or company who commissions the services of Curious Squid Web Designs “the Company”.

By commissioning the Company to undertake work “the project” on their behalf, the Customer agrees that these Terms and Conditions of Trading shall define our working relationship.

A “live website means any website which has been completed to the clients satisfaction which has been uploaded to the internet to a web address of the clients choice.

All projects, services or goods that the Company may be contracted to produce or provide for the Customer will be subject to the following conditions:

### **2. Fees**

All prices quoted are exclusive of VAT.

For each project, the Customer will receive an estimate outlining the project specifications and estimated fees. Where appropriate additional estimates may be provided for any goods and professional services commissioned by the Company from a third party in order to complete the project.

Work will begin upon the Customer’s written approval of the estimate and this will constitute an agreement.

The Customer agrees to pay the Company in accordance with the terms specified in each proposal/estimate.

Estimates are valid for 28 working days from the date on the estimate.

### **3. Payment**

50% payment is normally required upon acceptance of the quotation with the remaining balance payable upon completion of the project in accordance with your contract with us.

All credit accounts shall be paid up in full within 21 days of the invoice date.

The Company reserves the right without notice and in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented to incorporate the features of European Directive 2000/35/EC to charge interest on past due balances at the rate of 8% over the Bank of England base rate per annum and reserves the right to refuse completion or delivery of work until past due balances are paid. The Customer shall pay the Company’s costs, charges and expenses directly or indirectly incurred in obtaining or otherwise enforcing payment of outstanding accounts.

Any overdue payment will result in your website being taken down and a temporary holding page being put in its place until we receive full payment. When this occurs a minimum charge of £50 is required to have your site restored.

The Company will own all design and code of the website until final payment has been received in full. Once

Once final payment is received, the client will then own the design and code of their website.

### **4. Cancellation**

Should the Customer wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.

### **5. Timescales, Revisions & Alterations**

The Customer agrees to provide the Company with all the necessary information they require to progress the project in a reasonable timescale.

It shall be the Customer’s responsibility to check proofs carefully for accuracy in all respects including, but not limited to prices, spelling, dimensions and distances. The

Company is not liable for errors or omissions.

Delays of more than 15 working days by the Customer to provide the necessary information may constitute a breach of contract. The Company reserves the right in such circumstances to terminate the contract and recover the total cost of the project.

#### **6. Exclusions of Liability**

Under no circumstances whatever shall the Company be liable for losses special to the particular circumstances of the Customer, indirect or consequential loss including loss of profits, damage to property or wasted expenditure. Without prejudice to the other provisions of these conditions the Company's liability shall not exceed the total of the contract fees for the project. The fees for any project are based on the assumption that the liability of the Company and Customer are as set out herein.

#### **7. Website Copyright**

The Company holds the right to retain full copyright of all websites that we have designed. Our designs must not be copied or used in any way by the client or any third parties.

#### **8. Clients Responsibilities with Regard to Copyright**

In situations where the Customer provides images, text, animations or any other content for their website the Customer is solely responsible and legally responsible for ensuring that this material does not infringe any copyright.

The Company expects the client to carry out sufficient research before proceeding with a website to include checking that the website / idea / business will operate legally within UK law. Under no circumstances will the Company undertake work on a website with any illegal content.

Images provided by the company in the construction of the website may have been purchased under license from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in publicity material, it is website owner's legally responsibility to ensuring that such images are not used other than on their website.

If you wish to use any images from the website for other purposes please contact us for clarification.

#### **9. Exiting Web Hosting**

If a Customer already has a website host and requires their new website to remain with them, they must provide the Company with full access to the FTP server so we can upload the website upon completion. If the customer fails to provide us with full access to the FTP server, this will result in us being unable to upload the website. In this case the Company will be deemed to have carried out all contractual agreements with the Customer and full payment will be required.

#### **10. Advertising Notice**

Curious Squid Web Designs reserves the right to include a small 'designed by Curious Squid Web Designs' link to the foot of each designed website and/or within the hidden META tags created within the design format.

#### **11. Search Engine Optimisation (SEO)**

The Company will do everything possible to ensure that all our websites are search engine friendly and are compatible with the latest best practice guidelines wherever possible. Websites are designed to WWW3 standards.

#### **12. Website Hosting**

Domain names will be registered by the Company in the Company's name.

Renewal of 'website hosting' is due on a yearly basis. The date of renewal will be annually from the date the website went live. We reserve the right to deactivate any website where the hosting has expired and the client has not paid the renewal charge.

Where website hosting is provided, the Company use a third party web host and, as such, cannot be held liable for any website down time, restricted access or loss of earnings resulting from server maintenance, hacking or similar unforeseen circumstances. We only use trusted major website hosting companies hence such occurrences are extremely rare.

### **13. Additional Working Costs**

All quotes are based an estimate of costs agreed upon for the project created from the information provided to the Company. Any additional work, above that specified in the initial quote, may require an extra fee to be payable and an estimate will be provided in writing prior to the additional work being undertaken.

### **13. Force Majeure**

Production schedules, storage of files and property belonging to the Customer will be established and adhered to by both Customer and the Company, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, industrial dispute or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of the Customer or the Company. Where production schedules are not adhered to by the Customer, final delivery date or dates will be adjusted accordingly.

### **Our commitment to you**

Upon acceptance of our offer the Company will deliver the services identified in your quotation in a professional and timely manner. We will regularly provide you with progress information throughout the process of design and production of your project whilst making every effort to meet any projected delivery schedules.

Our aim is to ensure you are happy with our work and we will work closely with you to ensure this is the case.