

Fresh Ideas Web Design

Terms & Conditions

Work submitted should be accompanied by a written or e-mailed request stating specific requirements, upon which once received a quotation will be send, unless a fee for the work has already been agreed. Please note that, if a client's original requirements change, Fresh Ideas Web Design reserves the right to amend the original quotation, after adequate consultation with the client.

Any work forwarded to Fresh Ideas Web Design should be sent via a traceable method as Fresh Ideas Web Design accepts no responsibility for documents/discs etc. prior to arrival. In certain circumstances a payment of 25% of the estimated cost may be required in advance of the work being carried out, with the balance or full payment to be made within fourteen days of completion of the work, after which time interest may be charged at 2% above Bank of England base rates.

Payment for work should be made by cheque, PayPal, cash or direct debit, cheques to be made payable to Fresh Ideas Web Design. Any payment returned by the bank or PayPal will incur a £35 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the client.

Please note that final responsibility for proofreading errors in completed work rests with the client.

Fresh Ideas Web Design accepts no responsibility for errors found after submission, but will gladly correct any found within a reasonable time scale. Typographical errors within the work will be rectified at no cost, but these must be notified immediately upon receipt of the finished work, or within one week in the case of larger documents.

Fresh Ideas Web Design will not be held responsible for the end use of any document produced or edited, that responsibility lying solely with the client. This includes abiding by any laws relating to copyright, plagiarism or publishing. Fresh Ideas Web Design will not accept responsibility for the content of any document produced on behalf of a client that responsibility lies solely with the client. If any work is felt to be illegal, immoral or objectionable Fresh Ideas Web Design reserves the right not to accept that work.

Any documents/information received by e-mail or on disc will be scanned for viruses and any document containing unsolicited attachments will not be opened. Likewise, Fresh Ideas Web Design will not open any e-mail which does not contain any message accompanying an attachment.

For insurance and safety reasons, Fresh Ideas Web Design cannot permit visits to the premises by clients. A copy of any work performed will be retained on disk for a period of twelve months from the date of completion, after that date it will be deleted.

Any work completed will remain the property of Fresh Ideas Web Design and is subject to UK Copyright Law until paid for in full.

On completion of any artwork, the client will be asked to confirm that the artwork is correct and to their satisfaction. Once the artwork has been accepted and has been submitted for processing, the client cannot make any changes and must accept the finished product. The responsibility lies solely with the client to check the artwork is correct and there are no spelling or typographical errors.

Fresh Ideas Web Design will be happy to sign any non-disclosure or confidentiality agreement required by any client and can confirm that no details of work undertaken or client information will be passed to any third party.

Web Design & Hosting **Terms & Conditions**

We reserve the right to refuse to construct a web site which we may judge as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws.

The acceptance of a commission shall be deemed as a contractual agreement between the client and Fresh Ideas Web Design.

Fresh Ideas Web Design cannot always guarantee to start work immediately on a commission but will arrange a date with the client as to when work can commence.

All material, both text and images supplied by the client and used in the construction of the client's web site, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws.

The copyright for all material provided by Fresh Ideas Web Design, such as HTML code, graphics, photographs and text, will remain the property of Fresh Ideas Web Design until such time as payment has been made in full whereupon they will become the property of the client.

Fresh Ideas Web Design makes every effort to design pages which display acceptably in the most popular current browsers, but cannot accept responsibility for pages which do not display acceptably in new versions of browsers released after pages have been designed.

Fresh Ideas Web Design will submit a client's website to several of the major search engines as part of the design commission. If a client wishes Fresh Ideas Web Design to promote a web site as a separate commission, Fresh Ideas Web Design will make every reasonable effort to promote the website effectively but cannot guarantee high placings in search engine results.

Fresh Ideas Web Design can accept no responsibility or liability if any search engine, online directory or search site, submitted to as part of a web site promotion commission, chooses not to list a client's web site.

Fresh Ideas Web Design will initially place the client's website on one of Fresh Ideas Web Design's demonstration servers during in order that the client may view and comment upon the website's progress. When both Fresh Ideas Web Design and the client agree that the website meets the criteria agreed during the commissioning process, Fresh Ideas Web Design will invoice the client for the full amount due for the commission. On receipt of payment or due completion of a direct debit , Fresh Ideas Web Design will publish the website on the client's server, or provide the source code for the site via a download (or CD-ROM disc) for the client to upload.

If at any point during the Website Development Cycle a client wishes to cancel, they may do so but will be invoiced an amount that Fresh Ideas Web Design judges to be proportional to the amount of work completed on the commission.

If, during the Website Development Cycle, the client does not supply the content required in order to complete the commission within a reasonable amount of time, Fresh Ideas Web Design will consider that the client wishes to cancel the commission.

Fresh Ideas Web Design expects payment by cheque, PayPal, direct debit or cash within fourteen days of the date on the invoice.

If the client wishes to cancel the contract within the first year of the contract beginning, payments will become due in full until the contractual year end. If within the second or subsequent years contract, payments will become due up to and including the end of the following month.

Any payment returned by the bank or credit card company will incur a £35 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the client.

Fresh Ideas Web Design does not undertake to maintain or update a client's website as part of the design commission. If a client wishes Fresh Ideas Web Design to maintain or update a web site as a separate commission, Fresh Ideas Web Design will negotiate with the client a maintenance contract appropriate to the amount of work required. Web site maintenance may also be undertaken on a time and materials basis if the client so wishes.

Fresh Ideas Web Design reserves the right to alter prices at any time without notice. If a client has commissioned any services from Fresh Ideas Web Design prior to a change in prices that commission will not be subject to any increase, but any subsequent commission may be subject to an increase.

By agreeing to these terms and conditions your statutory rights are not affected.

Fresh Ideas Web Design reserves the right to change or modify any of the terms and conditions contained in the Terms and Conditions.