

Fresh Ideas Web Design

Terms and Conditions

[April 2011]

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Fresh Ideas Web Design

Payments & Cancellations:

1. A one third deposit is required on all bookings after the website comp (comprehensive layout) has been agreed by the client. Any third party services are non-refundable.
2. By the payment of your deposit, you are confirming to these terms and conditions and any indicated on your quotation.
3. No artwork, websites or scripts are released until your balance is settled.
4. Your balance is payable within 10 days or when your website is considered complete to your original specifications, which ever is sooner.
5. There is a 5 day cancellation period in operation, Cancellations must be submitted in writing and refunds will be calculated based on amount of work already performed.
6. Late payments can result in website and email suspension and will incur an 5% late payment fee calculated monthly.
7. 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.
8. Fresh Ideas Web Design reserve the right to suspend or delete any website and or email services hosted on their servers if any of the terms and conditions within this document are considered to be broken.

Interest Free Payments

1. If an interest free payment option has been offered, payments must be made by standing order supplied by Fresh Ideas Web Design.
2. Interest free payments will only be offered for a period of ten months or less.
3. Monthly payments must start as soon as the design comp has been agreed.
4. Domain name payments will not be offered on interest free payments.
5. If any payment is missed or stopped for any reason the full payment will become due immediately.
6. Late payment interest of 5% monthly will become due for any overdue payments.

Website Design:

1. We endeavour to ensure all websites, scripts and coding run free from errors but Fresh Ideas Web Design cannot accept responsibility for any losses incurred due to any malfunction within the website or its code.
2. We are not responsible for any copyright infringements caused by materials submitted by the client . Whilst every effort is made to ensure any images that are represented are freely available to use, and are not subject to any copyright, Fresh Ideas Web Design are not

responsible for the use of these images

3. Fresh Ideas Web Design will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines. Fresh Ideas Web Design will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client. Fresh Ideas Web 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.
4. Fresh Ideas Web Design owns the full copyright and is responsible for the website until the final balance is settled in full. All commission work must be paid for in all cases. Fresh Ideas Web Design provides a full maintenance service for updating site content and site design at a charge of £22.00 per hour with a minimum charge of £11.00. This does not include any SEO (search engine optimisation) work as this is a separate commission.
5. Please ensure all artwork and text to be included in website is sent in a timely manner to ensure projected turn-around is met. Project time-scale will be agreed with the client at time of booking.
6. By providing material for your website you acknowledge that you have copyright of that material, or permission to use the material. All images used on websites designed by Fresh Ideas Web Design are obtained from licensed sources, or are sourced as 'being free from copyright restrictions' or are paid for using popular image library services (e.g. iStock). It is the clients responsibility to fully research their company name, and any content, logos, or trademarks, images and graphics etc. used in the website.
7. The client also agrees as part of our terms and conditions to absolve & indemnify Fresh Ideas Web Design of any liability in the use of any such content in the clients website, and to assume full responsibility for any violations and legal actions which may arise at any time in the future as the website is the owners property and full responsibility
8. The content of a website is the clients responsibility and Fresh Ideas Web Design are not liable for any claims made against the client arising from the content of your website. All images displayed on the client's website will only be used after authorisation by the client and are the sole responsibility of the client regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any images supplied by the client or Fresh Ideas Web Design, they will be the sole responsibility of the client.
9. 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 the site has been published.
10. **Liability.**
Fresh Ideas Web Design hereby excludes itself, its Employees and or Agents from all and any liability from:
 - (a) Loss or damage caused by any inaccuracy.
 - (b) Loss or damage caused by omission.
 - (c) Loss or damage caused by delay or error.
 - (d) Loss or damage to clients' artwork/photos contained within the site.
 - (e) Loss or damage caused by any decision, refusal or positioning results made by any search engine or internet directory service.
 - (f) Loss or damage due to downtime of any servers.
11. Fresh Ideas Web Design shall expect the client to carry out sufficient research before proceeding with a website and giving permission for the website to be published. This will include checking that the website / idea / business will operate legally within UK law. As the website, its design and contents are the clients full responsibility it is recommended to do so.
12. Fresh Ideas Web Design shall initially place the client's website on their demonstration server during the website build process 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, Fresh Ideas Web Design will publish the website on the client's domain web space, or provide the source code for the site via a download (or CD-ROM disc) for the client to upload.

13. Fresh Ideas Web Design reserves the right to display a small text link (10pt) to their own web site at the bottom of the client's web site for the duration of the clients hosting contract.

SEO (Search Engine Optimisation) And Copywriting:

1. Fresh Ideas Web Design use an outside SEO and copywriting company for their clients websites.
2. Fresh Ideas Web Design will include a quote for any SEO work the client requires within their clients quotation. If the client agrees to the quotation no refunds on the SEO work will be made available.
3. Any SEO work carried out for the client does not carry any guarantees whatsoever for any results that search engines wish to, or not, display.
4. Fresh Ideas Web Design shall expect a short list of key words that the client would like their website to be found against on search engines. Every effort will be made to get the clients website to show against these key words.
5. Fresh Ideas Web Design are not responsible for any internet search results that are not to the clients brief and no guarantees are made for internet search results.
6. SEO work carried out for the client is only for the initial launch of the clients website and is not an ongoing contract. If any further work is required by the client this will be chargeable.
7. If the client requires SEO work to their website, all the documentation the client submits to Fresh Ideas Web Design for inclusion into their website, will be passed onto the copywriter for rewriting to be made more search engine friendly.

Fresh Ideas CMS (Content Management) System:

1. Fresh Ideas CMS System is a system allowing the client to edit the content of their own site. The system is rented to the customer on a yearly basis. The system is not transferable to any other ISP and if the client wishes to leave Fresh Ideas Web Design the CMS System will not be included with the site.
2. The Fresh Ideas CMS system belongs to Fresh Ideas Web Design and therefore no part or code of the system belongs to the client.
3. The client will receive a two hour training period on the CMS system. A competent computer literate person must be made available for this training. If no person is available for this training and Fresh Ideas Web Design is not made aware in adequate time, this time becomes chargeable.
4. Any training over and above the free two hour period will be chargeable.
5. The Fresh Ideas CMS system uses a database on the servers. The client must choose an adequate hosting package as the database can become suspended in rare circumstances if server account space reaches over 90% full. Fresh Ideas Web Design will not be liable for any data loss when using this system. The CMS system has been used for some time by clients of Fresh Ideas Web Design and is very stable with no major problems.

Website Hosting:

Service Levels And Data Backup:

1. Fresh Ideas Web Design shall use its reasonable endeavours to make the server and the Services available to the client 100% of the time but because the Services are provided by means of computer and telecommunications systems, Fresh Ideas Web Design makes no warranties or representations that the Service will be uninterrupted or error-free and Fresh Ideas Web Design shall not, in any event, be liable for interruptions of Service or downtime of the server.
2. For websites hosted under our standard hosting plans and those utilising the Fresh Ideas CMS System, Fresh Ideas Web Design carries out complete site data backups once daily for its own use in restoring servers in the event of systems failure. Under the standard hosting plans, Fresh Ideas Web Design does not include a data restoration service for individual customers, though this may be requested for a fee. Even though every effort is made to ensure data is backed up correctly, Fresh Ideas Web Design accepts no responsibility for data loss or corruption.

Acceptable Use Policy:

1. The website and use of the Services may be used for lawful purposes only and the Client may not submit, publish or display any content that breaches any law, statute or regulation. In particular the client agrees not to:
2. Use the Services or the website in any way to send unsolicited commercial email or "spam", or any similar abuse of the Services.
3. Send email or any type of electronic message with the intention or result of affecting the performance of any computer facilities.
4. Publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any intellectual property rights (for the avoidance of doubt this includes licensed software distributed as Warez), via the Services or on the Website.
5. Threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others.
6. Engage in illegal or unlawful activities through the Services or via the Website;
7. Make available or upload files to the website or to the Services that the client knows contain a virus, worm, trojan or corrupt data; or obtain or attempt to obtain access, through whatever means, to areas of Fresh Ideas Web Design' network or the Services which are identified as restricted or confidential.
8. Operate or attempt to operate IRC bots or other permanent server processes.
9. The client has full responsibility for the content of the Website. For the avoidance of doubt, Fresh Ideas Web Design is not obliged to monitor, and will have no liability for, the content of any communications transmitted by virtue of the Services.

10. If the client fails to comply with the Acceptable Use Policy Fresh Ideas Web Design shall be entitled to withdraw the Services and terminate the client's account without notice.

Domain Name Registration:

1. Domain names are not deemed to be successfully registered until they appear in the relevant whois database of the top level domain name registrar. In the event that a domain name is unavailable when we attempt to register it Fresh Ideas Web Design will provide a full refund for that domain name, this will be the full limit of our liability.
2. Fresh Ideas Web Design will make reasonable endeavours to renew domains where the renewal fee has been paid. In the event that we are unable to renew a domain name and that domain name is subsequently lost, the limit of our liability shall be the renewal fee for that domain name.
3. The client must give one months notice if they do not require their domain name to be renewed for a further term. Failure to give this notice will result in payment being required.
4. Fresh Ideas Web Design reserve the right to charge £7.50 per domain name if the client wishes to move the domain to a different service provider.
5. Domain names are always registered in the client's name.



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 within the Terms and Conditions.