

Terms and Conditions

All services provided by WebPlus Design are subject to the following terms and conditions. Please ensure that you read and understand our terms and conditions before entering into an agreement with us.

1. DEFINITIONS

- 1.1. The following terms and conditions document is a legal agreement between “WebPlus Design” and the “Client” for the purposes of website design or development.
- 1.2. Section 6 will only apply for Clients using our Domain and Hosting Services.
- 1.3. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

2. ACCEPTANCE OF WORK

- 2.1. Quotations are valid for 30 days from date of issue.
- 2.2. The Client warrants that they are at least 18 years of age and that they possess the legal right and ability to enter into this Agreement.
- 2.3. An agreement form must be signed by all Clients at the time of submission of work to WebPlus Design, indicating agreement to and acceptance of these Terms and Conditions. A copy of these terms and conditions is available on request.
- 2.4. WebPlus Design reserve the right to withdraw from contract at any time prior to acceptance.

3. CHARGES

- 3.1. Any work is subject to a minimum charge of £17.50.
- 3.2. Charges for services to be provided by WebPlus Design are defined in the project quotation that the Client receives via email. WebPlus Design reserve the right to alter the quotation after expiry of the 30 days.
- 3.3. Unless agreed otherwise with the Client, all website design and development services require an advance non-refundable payment of between 15 and 25 percent of the project quotation total prior to commencement of the project. The remainder of the fee will be due upon completion of the work and prior to site publication and / or release of materials unless payment instalments have been agreed. Charges for web design work do not cover the release of source PSD or other files associated with the project; if the Client requires these files on CD / DVD, they will be subject to a separate fee.

4. PERMISSION AND COPYRIGHT

- 4.1. All pages, images, text and code on WebPlus Design website at <http://www.webplus-design.com> is copyrighted material.
- 4.2. Clients and any visitors to the WebPlus Design website may not use any of the pages, images, text or code on the website for use on Client's or visitor's own website or to create a website or templates without prior written permission from WebPlus Design.
- 4.3. Copyright of the completed web designs, images, pages, code and source files created by WebPlus Design for the project shall be with the Client upon final payment only.
- 4.4. The Client hereby agrees that all media and content made available to WebPlus Design for use in the project are either owned by the Client or used with full permission of the original authors, for example all graphics and photographs used.
- 4.5. The Client agrees that WebPlus Design may include development credits and links within any code WebPlus Design designs, builds or amends.

4.6. The Client agrees that WebPlus Design reserves the right to include any work carried out for the Client in a portfolio of work.

5. MATERIAL

5.1. WebPlus Design reserve the right to refuse to handle:

Any media which is unlawful or deemed to be inappropriate;

Any media which contains a virus or hostile program;

Any media which constitutes harassment, racism, violence, obscenity, harmful intent or spamming;

Any media which constitutes a criminal offence, or infringes privacy or copyright.

6. DOMAIN NAMES AND HOSTING

6.1. WebPlus Design offers, but is not obliged to offer, domain name registration and hosting.

6.2. Until we receive confirmation of registration we cannot guarantee that the domain name requested will be available for registration.

6.3. The domain name is registered in the Client's own name, address and contact details. The Client should be aware that a domain name is registered with a Domain Registrar and as such the Client shall agree to fully abide by the terms and conditions set out by the Domain Registrar for such services.

6.4. The Client agrees that information submitted for registration of Domain names is then available to the general public. However, Clients that are using their website for non-trading purposes may ask for their contact information not to be included.

6.5. The Client agrees that if at any time their contact details including email address change, it is their responsibility to inform WebPlus Design and update their contact details. Note, due to charges applied by domain authorities for postal address changes, an admin fee will apply to cover costs.

6.6. The Client agrees to pay the initial domain and hosting fees as soon as agreement has been made and thereafter to pay the monthly hosting fees, as set out in the quotation, on a regular monthly basis by standing order which the Client will need to set up with their bank. Alternatively, hosting can be paid annually in advance. Failure to comply with the payment terms may result in the Client's domain name becoming available to another party and/or the website and email services becoming unavailable.

6.7. Clients choosing not to pay by standing order will need to agree an alternative method with WebPlus Design and will be invoiced for hosting, and other charges, annually in advance.

6.8. As part of our monthly hosting fees WebPlus Design will automatically renew the domain name at the end of the registration period. This renewal process will continue indefinitely until such time that the Client decides they no longer require the domain or they wish to transfer the domain to another host.

6.9. The Client may cancel their web hosting contract, or transfer to a different hosting supplier at any time, provided their account is fully-paid up to the end of the hosting contract.

6.10. The Client should provide sufficient written notice of their wish to cancel the hosting contract. If the hosting is cancelled at the start of a new calendar month the hosting fee for that month will still apply.

6.11. During the first year of hosting no refund will be made in respect of annual hosting fees paid. For subsequent years a pro rata refund may be made on request. It is the responsibility of the Client to cancel any standing orders they have in place for hosting or other services.

We have no control over standing order mandates and do not offer a refund for monthly payments received after cancellation of the service.

6.12. If the Client already has a domain name and hosting with another supplier the Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account which WebPlus Design requires to upload the website if required as part of a project.

6.13. WebPlus Design reserves the right without notice to cancel, reject or refuse work with domain names or hosting services without reason for such rejection or refusal.

6.14. Using an email address hosted by WebPlus Design for Spamming or any type of unsolicited commercial or non-commercial email is strictly prohibited and your account may be suspended if you are found to be doing so.

6.15. The Client agrees to keep secure any identification, logins, passwords and other confidential information relating to their account, if they have been supplied with such information. The Client is personally responsible for the use of their account and the secrecy of their password. The Client must also inform WebPlus Design immediately if someone steals their password or if they find someone else is using their ID. The Client agrees to cooperate with WebPlus Design and the police or other appropriate authorities concerning any legal action taken arising from the misuse of the Customer's account by anyone else.

7. PROJECTS

7.1. Additional work requested by the Client which is not specified in the original quotation is subject to an additional quotation by WebPlus Design 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.

7.2. It is important that the Client communicates their ideas to WebPlus Design clearly, concisely, and in a timely manner.

7.3. The target completion date is a mutually agreed date for completion of the website (typically within 6 weeks of the agreement date). It is important that the Client ensures that they devote some of their time to the project to produce initial information, review progress, and thus ensure that the project proceeds unimpeded. In the event that the agreed completion date has passed, and WebPlus Design are prevented from progressing with the creation of the website due to waiting on responses from the Client, we reserve the right to impose an additional charge as appropriate.

7.4. During the project timeline, WebPlus Design will require the Client to provide website content i.e. text, images and where applicable movies and sound files. Text content should be proof-read and error-checked by the client.

7.5. If content is not provided within four (4) weeks of an official request by email then WebPlus Design reserves the right to advise the Client of a revision to the final payment fee based on new or revised pricing schedules that may be introduced from time to time. If content is not provided within eight (8) weeks from the original email request then the Client is considered to be in default of the commission, the project may be terminated and the Client sent the final invoice for immediate payment. WebPlus Design will agree, at their discretion, to recommence the commission after agreement is reached on a new quotation document and once the original fees have been paid.

7.6. Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (typically via email) and that all photographs and other graphics will be provided electronically in .gif, .jpeg, or .png format.

Although every reasonable attempt shall be made by WebPlus Design to return to the Client any images or material provided in hard format for use in creation of the Client's website, such return cannot be guaranteed.

7.7. All alterations for website projects are to be requested by the Client via email. After the specified alterations have been completed, WebPlus Design reserve the right to advise the Client as such and if further amendments are required, WebPlus Design will send a new quotation to the Client for such work. WebPlus Design reserves the right to request payment be received for further alterations before continuing work.

7.8. WebPlus Design will provide the Client with opportunities to review the appearance and content of the website during the design phase and once the overall website development is completed.

7.9. The Client agrees that any web page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of code by internet browser software. WebPlus Design agree to match the design as closely as is possible when building the code.

7.10. Upon completion of an agreed design the Client is asked to confirm (by email) that the design is signed off as complete and agree that any further design alterations are chargeable.

7.11. After site completion, a Client or a third party of their choosing may wish to edit their website code themselves to make updates. However, the Client agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the code themselves. If the Client or a third party of their choosing edits the website code and this results in functionality errors or the page displaying incorrectly, then WebPlus Design reserve the right to quote for work to repair the website.

7.13. WebPlus Design reserve the right to assign subcontractors in whole or as part of a project if needed.

7.14. All communications between WebPlus Design and Client shall be by telephone or email except where agreed at WebPlus Design discretion.

8. WEB BROWSERS

8.1. WebPlus Design 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 WebPlus Design cannot guarantee correct functionality with all browser software across different operating systems.

8.2. Clients agree that after handover of files any updated software versions of the main browsers Internet Explorer and Mozilla Firefox thereafter may affect the functionality and display of their website. As such, WebPlus Design reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

9. SEARCH ENGINE SUBMISSIONS

9.1. Following the publication of the website WebPlus Design will submit the website to a number of search engines including all of the major search engines such as Google. However it can take a number of weeks for a website to appear in the search results. WebPlus Design endeavours to create pages that are search engine friendly, however, WebPlus Design gives no guarantee that the Client will receive top level rankings for their website, although we will use our knowledge and experience to gain the best results

possible.

9.2. If the Client is interested in further promoting their business and website WebPlus Design can offer either a Standard or Premium SEO package for an additional fee.

10. PAYMENT TERMS

10.1. All prices are exempt of VAT.

10.2. For any new design or development projects, WebPlus Design require a deposit payment to be received in advance of the work being carried out and before handover of files, except where agreed at WebPlus Design own discretion.

10.3. If the Client wishes to spread the cost of the website, WebPlus Design may at their discretion offer instalment terms. These should be agreed prior to the commencement of the work.

10.4. For design and development projects, once the final payment has been received and the work finished, the work carried out will be published and made publicly available.

10.5 . The Client may request that WebPlus Design cancel a project. This request must be made in writing (preferably via email). The project is cancelled only if WebPlus Design confirms work has not been started on the project. If WebPlus Design has begun or completed the work and the Client no longer requires the files but has agreed to the work, the Client remains obliged to pay WebPlus Design for the work that has been carried out.

10.6. Invoices will be provided by WebPlus Design upon completion of the work for Web Design and any associated services. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. All invoices must be paid in full within 30 days of the invoice date, except where agreed at WebPlus Design own discretion.

10.7. Payment for services should be made by bank transfer (BACS). Although cheques will also be accepted if a bank transfer is not possible (cheques should be made payable to Paul Smythe). We strongly recommend that payment is made via BACS to avoid unnecessary delays. Cheques need to be sent by post to our bank and can then take a further 4 working days to clear so please be aware that this method of payment may delay publication of your site whilst we await clearance of the funds.

10.8. Accounts that remain unpaid thirty (30) days after the date of the invoice will attract statutory interest' (8% plus the Bank of England base rate for business to business transactions) and in addition may attract a further £30 late payment fee to cover any associated costs incurred recovering the debt. This is in accordance with current HMRC regulations.

10.9. WebPlus Design reserves the right to decline further work on a project if there are invoices outstanding with the Client.

10.10. WebPlus Design reserves the right to remove their work for the Client from the Internet if payments are not received.

11. LIABILITY AND WARRANTY DISCLAIMER

11.1. WebPlus Design will not be liable in respect of any losses arising out of any event or events beyond our reasonable control.

11.2. WebPlus Design will not be liable in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

11.3. WebPlus Design will not be liable to in respect of any loss or corruption of any data, database or software.

11.4. WebPlus Design will not be liable to you in respect of any special, indirect or

consequential loss or damage.

11.5. WebPlus Design reserve the right to carry out normal system housekeeping such as creating backups but DO NOT accept responsibility for ensuring said backups work - the Customer's data security is their own responsibility.

11.6. The Client agrees that it is their responsibility to comply with Internet and copyright law.

12. INDEMNIFICATION

12.1. The Client hereby indemnifies WebPlus Design and undertakes to keep WebPlus Design indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

12.2. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, WebPlus Design may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

13. VARIATION

13.1. We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version.

14. ASSIGNMENT

14.1. We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

14.2. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

15. SEVERABILITY

15.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

16. LAW AND JURISDICTION

16.1. These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of England and Wales.

Last updated: July 2017

We advise you to print and keep safe a copy of these Terms and Conditions