

PC'S DESIGN TERMS AND CONDITIONS

The following terms and conditions apply to all web site design services offered by PC's Design. By ordering services from PC's Design you are agreeing to the following terms and conditions.

1. The acceptance of a commission shall be deemed as a contractual agreement between the client and PC's Design.
2. The copyright for all material supplied by the client, comprising code, text and images, used in the construction of the client's web site, will remain with the client. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws.
3. The copyright for all material provided by PC's Design, such as HTML code, graphics, photographs and text, will remain with PC's Design until such time as payment has been made in full, whereupon the rights will be transferred to the client.
4. PC's 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.
5. PC's Design will endeavour to ensure that the site is fully operational, both in terms of plug-ins and functionality. It is expected that the client will do likewise before the site is taken live. Any problems will be addressed when they have been notified to PC's Design. Any problems identified more than two months after the site has been taken live will be regarded as chargeable by PC's Design.
6. PC's Design will endeavour to accommodate all aspects of a client's requests, both in terms of layout and functionality. However, it is recognised that there are technical limitations which may prevent specific elements being delivered exactly as specified. PC's Design will identify those elements that cannot be delivered and will propose suitable or appropriate workarounds where required.
7. PC's Design will submit a client's website to several of the major search engines as part of the design commission. If a client wishes PC's Design to promote a web site as part of a separate Search Engine Optimisation commission, PC's Design will make every reasonable effort to promote the website effectively but cannot guarantee high placings in search engine results.
8. PC's 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.
9. PC's Design will initially place the client's website on one of PC's Design's demonstration servers during in order that the client may view and comment upon the website's progress. When both PC's Design and the client agree that the website meets the criteria agreed during the commissioning process, PC's Design reserves the right to invoice the client for the full amount due for the commission. On receipt of payment, PC's Design will publish the website on the client's server, or designated hosting service, or provide the source code for the site via a download (or CD-ROM) for the client to upload.
10. If the client elects to use an external hosting company for the web site, PC's Design will make recommendations as to the most effective solution. However, PC's Design cannot take liability for losses caused by any failure of service on the part of the hosting company.
11. On commencement of the commission, an initial payment of one third of the total quoted fee is payable to PC's Design. In the event that the project attracts a total invoice value above £5,000, a stage payment of 50% of the remaining invoice value is payable at a pre-agreed point in the Website Development Cycle, with the remaining balance due on completion of the project. In the event that a project attracts a total invoice value below £500, the balance is payable in full on commencement of the project. If at any point during the Website Development Cycle a client wishes to cancel, they may do so and will be invoiced a minimum of 50% of the remaining balance. If the commission is nearing completion or has been completed, 100% of the remaining balance is due. In the event that the client decides they no longer want the site, the fee will be payable in full. Settlement of the initial payment implies acceptance of these terms.
12. 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, PC's Design will consider that the client wishes to cancel the commission.
13. PC's Design expects settlement of all invoices within 14 calendar days of submission. Failure to do so will result in the site being removed from the server until the account is settled in full. In addition, PC's Design reserves the right to charge interest at 8½%.
14. Any payment returned by the bank will incur a £50 administration charge for each occurrence. This will be invoiced and will be added to the total outstanding debt owed by the customer. In the event that the invoice amount remains unpaid, appropriate action will be taken to recover the debt.
15. PC's Design does not undertake to maintain or update a client's website as part of the design commission. If a client wishes PC's Design to maintain or update a web site as a separate commission, PC's 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 & materials basis if the client so wishes.
16. PC's Design reserves the right to alter prices at any time without notice. If a client has commissioned any services from PC's 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. In addition, any changes to a commission may result in an increase or decrease to the fee quoted for the commission.
17. PC's Design reserves 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.
18. PC's Design reserves the right to change or modify these terms and conditions.
19. These terms are not negotiable.
20. These terms and conditions are governed under English Law. Any dispute must be settled under English Law. By agreeing to these terms and conditions your statutory rights are not affected.