The following terms and conditions apply to all website development, design and SEO services provided by Web Interaction (the Developer) to the Client.

Acceptance of our terms and conditions

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a client accepts a quotation or uses the services of the Developer then the client will be deemed to have understood, be satisfied and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

Quotations

Any written quotation received by the client via email or otherwise shall be valid for 30 days. The Developer reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

No contract for the supply of services exists between Client and Developer until the Developer sends an invoice to the Client for payment. The invoice equals acceptance by the Developer (or third party supplier) of the Client's offer to purchase services from the Developer.

Commencement of work

Unless otherwise agreed prior to commencement of the work the Client agrees to supply the Developer with the following items before any work can commence.

» Photographs, Images and other media files.

» Written content, copy and other text to be placed on the website.

» Company logos

» Information relevant to the launch of the web site such as pricing.

» Printed materials

» Relevant files other related materials.

» FTP details and any other access details relating to their domain name and hosting account that the Developer may require as part of the work.

» Any deposits or payments as agreed.

Failure to receive any of the above could delay deadlines and effect the agreed work order, pricing and deadlines agreed between customer and the Developer

The Developer shall not be liable for any losses caused to the customer due to delays beyond their control or if the Client breaches any of these terms and conditions.

The Developer endeavours to provide a website or service within given delivery time scales to the best of its ability. However, the Client agrees that the Developer is not liable for any claims, losses, loss of income, costs incurred or compensation due to any failure to carry out services within a given delivery time scale.

3. Permission and Copyright

The copywrite of the business name used for the website shall remain property of the client.

Copyright and ownership of the source code, theme, scripts, files and design shall remain property of the developer.

Copywrite and ownership of the source code, files and design may only be transferred to the client by prior written agreement from the developer. Any fees incurred will be paid by the client.

These terms of use grant a non-exclusive limited license so that the Client can use the design on one website on one domain name only. The Client is not permitted to use a design for more than one website without prior written agreement between from the Developer.

The Client agrees that resale or distribution of any completed files is forbidden unless prior written agreement is made with the Developer.

The Client hereby agrees that all media and content made available to the Developer for the use in the website or project are either owned by the Client or used with full permission of the original authors.

The Client agrees to protect and defend the Developer from any claim or suit that may arise as a result of using any supplied media and content.

The Client agrees that the Developer may include website design and development credits and links within code on the Clients website.

When the Developer has designed a website for a Client, the Client agrees that the Developer may include a credit and link displayed on the Client's website.

The Client agrees that the Developer may include a reference, images or links to any work carried out for the Client in a portfolio of work.

The Client agrees to abide by the terms of any third party software or media included within any work done for the Client. Examples of this include, but are not limited to, Google Maps, Creative Commons license Media licenses and RSS feeds.

Payment terms between the Developer and Client

Unless otherwise agreed a non refundable deposit of 50% of the total fee agreed shall be payable on accepting the work order or quotation.

The work order or quotation will clearly show all the items included in the work to be carried out by the Developer and approved by the client.

The balance of 50% will become due when the work is approved and completed to the reasonable satisfaction of the client and prior to going live on a clients server.

Payments should be paid by either Pay Pal or Bank Transfer. the Developer shall not be liable for any bank or payment charges made by the clients bank or financial institution.

The Developer reserves the right to not commence the work approved by the client until the initial deposit has been received.

There shall be a late payment charge of £30 to cover administration costs and £75 should the web site be disconnected due to any late charges by the client.

The Developer is entitled to vary the charges but will contact the client of any said variations as soon as is reasonably possible and at least 7 DAYS in advance of the new charges.

The Developer will not be liable or responsible for any telecommunication charges. The customer acknowledges that these services remain solely times the responsibility of the Client.

If the charges are not paid in accordance with the business invoice, Web Interaction (the Developer) or its legal representatives shall be entitled to (as is permitted by law and without prejudice to any other rights) charge interest on the outstanding amount (both before and after judgement) at the rate of 5% above the base rate as confirmed by the Santander Bank plc, from and including the due date but excluding the date the outstanding amount is paid in full.

The client shall approve the final work as informed by Web Interaction (the Developer) within a 7 day review period. If the customer will not approve subsequent work performed by the Developer or its intent to remedy any points reported by the client as unsatisfactory, the Developer will consider that the client is unreasonable in his repeated rejection of the work.

In this case the Developer or its legal representatives may take legal measures to recover both payment for the completed work and reasonable expenses incurred in recovering payment.

All payments made to the Developer are non-refundable.

Domain names and Hosting

The Developer may provide Domain names and hosting via third party services.

Any support relating to the domain name, hosting and email services is between the Client and the third party service.

Hosting packages must be paid one year in advance. 3 or 6 monthly payments may be arranged by prior agreement.

Domain Names: including .co.uk/.com/.net/.org/.info/.biz and other domains must be paid 12 months in advance plus administration charges, unless otherwise stated.

The client agrees to indemnify the Developer, including any incidental costs, any claims that a domain name which has been applied for, or obtained, violates the intellectual property rights of a third party.

The Client warrants that the domain name sought is not a trademark of a third party.

Domain Name - the root address of a website, e.g. www.yourwebsiteaddress.com must be registered with the appropriate naming authority.

Payment for domain names and hosting services is to be made immediately on receipt of an invoice from the third party service. 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.

The Client agrees to be fully responsibility for the usage domain names, hosting and email services and agrees to comply fully with the terms and conditions set out by the third party for said services.

The Client agrees to adhere to any legal responsibilities it may have owning and maintaining a domain name.

Search Engine rankings

The Client accepts that there is no guarantee by the Developer in achieving search engine placements or rankings.

The Developer does not control Search Engines' algorithms and huge shifts can appear monthly, daily, weekly and even hourly.

The Developer shall not be responsible or liable for any drop or decline in the search engine rankings of any website.

Web Browsers

The Developer makes every effort to ensure websites are designed to be viewed by the majority of visitors.

The Developer tests new websites work with the most popular current browsers (e.g. Google Chrome, Opera, Firefox, Internet Explorer, etc.).

The Developer cannot guarantee correct functionality with all browser software across different operating systems.

The Developer shall be liable or responsible for web pages which do not display acceptably in new versions of browsers released after the website has been designed and handed over to the client.

The Developer reserves the right to provide a quotation for any work required in changing the website design or website code for the web pages to work with updated browser software.

Unless otherwise agreed, The Developer shall not be responsible for any of the following client charges:

» Domain Names.

» Hosting charges.

» Postage, shipping and handling.

» Telecommunication charges

» Web hosting charges for exceeding permitted traffic.

» Fines or taxes.

» Any legal issues that are the responsibility of the Client.

» Any costs that have not been expressly agreed with the Developer.

Website Maintenance

Maintenance plans and charges will be agreed by the Developer and the client by prior agreement and typically include one, various or all of the following services:

» General support via email and telephone during normal working hours.

» Support in the office or address of the client.

» Web site backups.

» General website plugin updates.

» General website maintenance.

Disclaimers

The Developer provides the website and the contents on an 'as is' basis and makes no warranties with regard to the website and its contents, or fitness of services offered for a particular purpose.

The Developer cannot guarantee the functionality or operations of a Clients website or that it will be uninterrupted or error free, nor does it warrant that the contents are current, accurate or complete.

The Developer shall NOT be responsible for any losses, claims, loss of income, any costs incurred or compensation caused to the Client or any of its partners, representatives or associate due to any of the following issues: .

» Any downtime of the website through any circumstance outside the control of the Developer.

» Downtime caused by any third party hosting and domain service providers.

» Any loss of earnings or income due to any downtime of the clients website.

» Maintenance and correction of errors

» Misuse of the website by the Client

» Content or breaches of copy-write by the Clients website.

» Damage caused by the failure or use or misuse of its software.

» Any modifications of the Website by third parties.

» Any bugs or performance issues that affect the website

» Attacks on the website caused by hackers, malware and other malicious code forced on the website by unscrupulous third parties.

» Any responsibility, damages or losses incurred by any third parties using the Clients website.

Support

The Developer is available to help and assist existing clients with general questions about any work carried out by us on behalf of the Client. We can be contacted via telephone on 07522605907 or via Skype under our account name: web Interaction. We are available during normal office hours in the UK which is normally between 9.00 am and 18.00 pm Monday to Friday.

Were the Developer has organised domain and hosting accounts via a third party service a support line shall be provided to the Client for queries and assistance relating exclusively to hosting and domain issues.

When support is included in the quotation this refers to basic support to assist the client via telephone or Skype with general support and advice questions.

Unless otherwise agreed general support does not include:

» Any new coding.

» Any major alterations or modifications to the clients website.

» Creating new pages or posts.

» Adding new scripts, videos, images, text or plugins.

» Any additional work that was not originally paid for by the client.

» Changing or migrating websites to new hosting providers.

» Modifying hosting and domain name arrangements.

Rights and Responsibilities

The Developer reserves the right to refuse or break a work agreement / contract without prior notice, if it is believed that the customer, their business, or any material is illegal, immoral or otherwise unacceptable.

The Developer shall not be liable for breach of contract due to hosting failure, software, hardware or electrical failure, natural events such as fire, flooding or other events beyond the control of the Developer.

The Developer shall have no liability to the Client or any third parties for any damages, claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate the web pages or website, even if the Developer has been advised of the possibility of such damages.

The Developer reserves the right to use other website developer services, third party hardware and software and IT professionals if it feels necessary and appropriate at the time to deliver the work to the client.

The Developer reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client is in breach of these terms and conditions.

The Developer shall be sole arbiter in deciding what constitutes a breach. No refunds will be given in such a situation.

These terms and conditions may change at any time without prior notice, any such changes will be available on this web site.

Web Interaction (The Developer)

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