

Terms and Conditions

(Please ensure that you read and understand these conditions.)

1. Contract: The client's approval for work to commence shall be deemed a contractual agreement between the client and WEB DESIGN UNIT. **Important: Approval for the work to commence and payment of the advance fee indicates that the client accepts the terms and conditions outlined in this document.**

2. WEB DESIGN UNIT Intellectual Copyright: WEB DESIGN UNIT will hold intellectual copyright of any material, including any source code and original images created for the client until payment of the final invoice. At this time we will transfer this intellectual copyright to the client.

2.1 WEB DESIGN UNIT reserve the right to keep our link "Web Design by Web Unit" at the bottom of your web site. Removal of this link will incur a £100 charge. If the link is removed without WEB DESIGN UNIT'S permission then further action will be sought.

3. Clients Responsibilities with Regard to Copyright: In situations where the client provides images, text, animations or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright. Certain images provided by Web Design Unit in the construction of the website may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in publicity material. The website owner is legally responsible for ensuring that this does not happen. If you wish to use any images from the site for other purposes please contact us for clarification.

4. Registration Charges: All third party costs arising from the registration of a domain name shall be met by the Client. WEB DESIGN UNIT recommend that clients register their own domain names so that they have full ownership of these but where we have registered a domain name on the client's behalf we agree to transfer this domain name to the client immediately upon request and without charge.

5. Search Engine Promotion: WEB DESIGN UNIT are not responsible for the client's ongoing web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimise your site for this we are unable to make any guarantees about the success of any search engine promotion activity.

6. Cancellation: A client may terminate their service at any time by written request. Should the client wish to cancel once WEB DESIGN UNIT has started the project, a cancellation fee of 50% will apply. However if the contract is terminated within 7 days, prior to commencement of work then the client shall be entitled to a full refund.

7. IMPORTANT! Failure to Provide Required Website Content: We are a small business. To remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject other work and enquiries to ensure that your work is completed at the time arranged. This is why we ask that *you provide all the required information in advance*. On any occasion where we cannot progress your website because you have not provided the required information when you have agreed to do so, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. Also, if your job involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently. If you agree to provide us with the required information and subsequently fail to do within four weeks of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so. NOTE: Text content should be delivered as a Microsoft Word (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

8. Travel Time and Expenses: Traveling time to and from customer premises is not generally included in our estimate. WEB DESIGN UNIT reserve the right to make a charge for traveling time at our normal consultancy rates. Likewise WEB DESIGN UNIT reserve the right to charge for traveling expenses based on 45p per mile. (NOTE: There will be no charges for traveling time or expenses incurred before you give your approval for work to commence.)

9. Quotations: The price quoted to the client is for the work agreed on the quotation only. Should the client decide that changes are required after work on the website commences, then we will accept these changes with the provision that additional charges may have to be negotiated.

10. Advance Payment: An advance of 50% of the total cost of the project is required before work can commence. *After work commences this is nonrefundable.*

11. Payment terms: Payment is currently accepted by cheque, cash or Paypal in UK Pounds Sterling, unless otherwise agreed. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.

12. Credit Card Payments: Credit card payments can also be accepted via our Paypal electronic invoice system. These are subject to a 4% surcharge. (Full payment is required in advance if paying by credit card).

13. Payment: Payment of any balance will be due within 7 days of final invoice date. Full publication of the Web Pages may take place only after full payment has been received. Any material previously published may be removed if payment is not received. When this occurs a minimum charge of £50 will be required to have the site restored.

14. Late Payment: Accounts that have not been settled within 7 days of our final reminder will incur a late payment charge of 10% of the amount outstanding. You will also be charged statutory interest of 8% above the reference rate (fixed for the six month period within which date the invoices became overdue) pursuant to the late payment legislation.

15. Future Support: The website is provided to and accepted by the client as a fully functioning, completed work. *WEB DESIGN UNIT is not responsible for future support.* This support can normally be provided upon request and for an agreed fee. *No guarantee of future support is given unless an ongoing support package is negotiated.*

16. Future Site Problems: Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website, and WEB DESIGN UNIT will endeavor to protect it from this as much as we can during its creation. We cannot be held responsible for problems that develop on completed sites as a result of illegal activity.

17. Compliance with Ecommerce, Accessibility or Other Regulations: We design websites in accordance with the client's specifications. It is the client's responsibility to ensure that the website and its content comply with standing regulations. We cannot accept responsibility for any failure to comply with regulations related to accessibility, selling online or those related to a specific business or trade.

Notes: Should WEB DESIGN UNIT waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit WEB DESIGN UNIT to waive the same clause on any other occasion.

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

WEB DESIGN UNIT reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact us.