

DCC Design - Terms and Conditions

(Please ensure that you read and understand these conditions before making initial deposit)

- 1. Contract:** The client's approval for work to commence shall be deemed a contractual agreement between the client and DCC Design. **Important: You should only pay the initial deposit if you accept the terms and conditions outlined in this document. Our receipt of this payment will be taken as your acceptance of these terms and conditions.**
- 2. DCC Design Intellectual Copyright:** DCC Design holds intellectual copyright of any material, including 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.
- 3. Clients Responsibilities with Regard to Copyright:** In situations where the client provides images, text, animations, layouts 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 DCC Design may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a website. The licence may not permit them to 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. DCC Design 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:** If Search Engine Optimisation has been agreed as part of the contract the client must be aware that DCC Design are not responsible for 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 organic search results (i.e. not Adwords or pay per click) is controlled by the search engines. While we can optimise your site initially for this, by making it search engine friendly, it is impossible to make any guarantees on ranking position.
- 6. Cancellation:** Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.
- 7. IMPORTANT! Failure to Provide Required Website Content: You must ensure that we are not delayed as a result of late delivery of the material and content required to complete your website.**

This is why we ask that you provide all the required information in advance. On any occasion where we are delayed because you have not provided this information, we reserve the right to impose a surcharge of 25% of the total cost of the work. 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 in advance and subsequently fail to do within the agreed timescale of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. This will not be a problem provided that you do not give us the go ahead to start until you are ready to do so.

- 8. Project Completion and Duration (Larger Projects only):** We recognise that on larger projects there may be reasons why the client cannot provide all of the required website material and information in advance. This is acceptable by agreement but it is subject to an overall deadline for project completion. A mutually acceptable date for this deadline will be agreed with the client. On this date any fees outstanding become payable. If the client has been unable to provide the required website content by this time an extension to the deadline may be renegotiated.

- 9. Conceptualising:** Conceptualising is the process of producing website concepts for clients. Concepts can include site mock ups, graphics and design proposals. This clearly takes a lot of time and for higher cost websites it will be included. For low cost sites (say below £500) you should be aware that (unless previously agreed) only one concept is possible. You should therefore ensure that you let us have your preferred colour scheme and design requirements beforehand. If you don't do this we will design the website appropriately. If it is not to your taste we may not be able to rework the website without additional charges. This is why it is often best to show us another website that you like as an example of what you require.
- 10. Travel Time and Travel Expenses:** Travelling time to and from customer premises is not generally included in our estimate. DCC Design reserves the right to make a charge for travelling time at our current hourly rate. Likewise DCC Design reserves the right to charge for travelling expenses based on 50p per mile. (NOTE: There will be no charges for travelling time or expenses incurred during the quotation process, i.e. before you give your approval for work to commence.)
- 11. Quotations:** The price quoted to the client is for the work specifically agreed on the quotation only. Should the client decide that changes are required after work on the website has commenced there may be a surcharge.
- 12. Payment - Advance Fee:** An advance fee of 30% of the total cost of the project is required before work can start. Clients should only pay this advance fee if they agree to our terms and conditions. Payment of the advance will be taken as agreement of these terms.
- 13. Payment - Refund Policy:** Advance fees are not refundable.
- 14. Payment Methods:** Unless otherwise agreed, payment is only accepted by cheque or online bank transfer.
- 15. Payment by Credit Card:** Is currently unavailable.
- 16. Payment of Balance:** Invoices are only issued when clients accept that their website has been completed to their satisfaction. Payment of the balance is due immediately on completion of the website. We reserve the right not to launch a website until full payment has been received.
- 17. Late Payment 1:** Any websites previously launched may be removed if payment is not forthcoming.
- 18. Late Payment 2:** Accounts that have not been settled within 14 days of our final reminder may incur a late payment charge.
- 19. Future Support:** Your website will be handed over as a fully functioning, completed work. Unless it has been agreed beforehand DCC Design is not responsible for future support. Support can be provided upon request for an agreed fee. *Your website is offered as a single contract and no guarantee of the availability of future support from DCC Design is offered unless an ongoing support package has been agreed.*
- 20. Risk:** As soon as we have delivered your website, you will be responsible for its maintenance and security (unless you have purchased a maintenance contract). We will not be liable for problems caused by any third party criminal activity using malicious software, spyware, viruses or website hacking techniques. You should be aware that while it is highly unlikely that your website will be affected by such problems they are a fact of life on today's Internet. DCC Design will endeavour to protect it from this to the best of our abilities before delivery.
- 21. Access to Client Hosting Space:** We may require ongoing access to our clients' hosting space to allow us to support and monitor their websites. This access is via a user ID and password combination, which the client may change after the website is handed over. If the client chooses to change the password we will no longer have access to the website and further support will not be possible. We cannot be held responsible for any changes made to the website by the client or the client's agents.
- 22. 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 current online trading laws and regulations.

We cannot accept responsibility for any failure to comply with laws and regulations related to accessibility, selling online or those related to a specific business or trade. We can research this on the client's behalf upon request, but in any business where complex compliance issues may exist we recommend that the client takes legal advice from their company lawyer.

- 23. Accuracy of Website Content:** During the design process typographical errors in text content are possible. DCC Design can accept no responsibility for any such errors. The client must proof read all text content after publication to ensure that it is accurate and that no errors have been introduced.
- 24. Validity of Quotation:** Unless otherwise agreed any quotation provided will be valid for 30 days from the date of receipt.
- 25.** If you are unhappy with any aspect of our service, please contact David Curran on 07786 665363 during UK office hours. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

Notes:

Should DCC Design waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit DCC Design to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected. Please contact us if there is anything in this document that requires clarification.

We reserve the right to make change these Terms and Conditions at any time. Any major changes will only be made with the agreement of current clients.

**DCC Design
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