

## ELEY DESIGN - WEBSITE DESIGN & HOSTING - TERMS & CONDITIONS

### Definitions:

The Client : The company or individual requesting the services of Eley Design.  
Eley Design: Primary designer/site owner & employees or affiliates.

### General

Eley Design will carry out work only where an agreement is provided either by email, telephone, mail or fax. Eley Design will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Eley Design and the client, this includes telephone and email agreements.

### Website Design

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, Eley Design cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of Eley Design unless otherwise agreed in writing.

Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by Eley Design remain the copyright of Eley Design and may only be commercially reproduced or resold with the permission of Eley Design.

Eley Design cannot take responsibility for any copyright infringements caused by materials submitted by the client or used by the client in the future on their website. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any coding additions to website briefs provided will be carried out at the discretion of Eley Design and may carry an additional cost. Where no charge is made by Eley Design for such additions, Eley Design accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to Eley Design all materials required to complete the site to the agreed standard and within the set deadline.

Eley Design will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Eley Design will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. eg. Any disputes re content/images that have been provided to us for inclusion on the site.

Eley Design will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

Eley Design will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

In no event shall Eley Design be liable for any direct, indirect, consequential, special and exemplary damages, or any damages whatsoever, stemming from the use or performance of a client website or from any information, products and services provided through client sites, even if this website has been advised of the possibility of such damages.

In the absence of any negligence or other breach of duty by us, your use of our client websites is entirely at your own risk.

If we are in breach of the arrangements under this agreement, we will not be responsible for any losses that you suffer as a result.

We do not have any liability of any sort (including liability for negligence) for the acts or omissions of providers of telecommunication services or for faults in or failures of their networks and equipment.

A non-refundable deposit of 25% is required with all of our projects before any design work will be carried out.

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the clients satisfaction and no refunds can be offered.

### Database, Application and E-Commerce Development

Eley Design cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, applications or software (unless specifically agreed) written by Eley Design remain the copyright of Eley

Design and may only be commercially reproduced or resold with the permission of Eley Design.

The client is expected to test fully any application or programming relating to a site developed by Eley Design before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Eley Design will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

### Compatibility

Eley Design will endeavor to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer and to an acceptable level with Mozilla browsers, such as Firefox. Eley Design can offer no guarantees of correct function with all browser software as they constantly change.

### Website Hosting

Whilst Eley Design recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service by Eley Design cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Eley Design reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate any web hosting service we provide for clients should the necessity arise.

### Website Optimisation

Due to external factors, such as changes to the way search engines rank websites, we cannot offer any guarantees regarding the position we will achieve for websites. The process of optimizing websites itself will bring in more traffic and hits and you'll see visits increase to your site naturally. We cannot accept liability for any change in rankings, or drop off in the position of your website due to changes in the algorithms of the search engines or the factors that they use to rank websites.

Eley Design reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial.

### Payment of Accounts

A deposit is required from any new client before any work is carried out. It is the Eley Design policy that any outstanding accounts for work carried out by Eley Design or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with Eley Design.

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or Eley Design have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj's) being added to the clients credit rating.

Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

### Your Privacy

We do not share or sell any of your details with third party companies, without your express permission.

### Complaints Procedure

Informal procedure

Anyone who experiences a problem with their web service provided by Eley Design should raise the matter directly using our postal address, or email to do so, giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint. Eley Design will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

### Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to Eley Design, who will acknowledge receipt and ensure that the matter is looked into as soon as possible. An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.