

Pictori Web Design

Terms and Conditions

- 1. Contract:** The client's approval for work to commence shall be deemed a contractual agreement between the client and Pictori Web Design Ltd.
- 2. Pictori Web Design Ltd Intellectual Copyright:** Pictori Web Design Ltd 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. The ownership of the copyright will be limited to the design, graphics, text and HTML/PHP source code. Any applications that are built will be used under licence and will remain the copyright of Pictori Web Design Ltd.
- 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 Pictori Web Design Ltd 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. Pictori Web Design Ltd recommends 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 Pictori Web Design Ltd is 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 natural search results 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. 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 £1000) 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.
- 8. 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.
- 9. Payment - Refund Policy:** After work on a website commences advances are not refundable.
- 10. Payment Methods:** Unless otherwise agreed, payment is only accepted by cash, cheque or direct bank transfer in UK Pounds Sterling. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £35.

11. **Stage Payments:** A 20% deposit will be requested upon acceptance of the quotation and prior to work commencing. Further payments will be payable as indicated in the written quotation. All invoices are due on receipt.
12. **Payment of Balance:** A final invoice will be issued when either:
 - (i) the client accepts that their website has been completed to their satisfaction and has requested it to be made live; or
 - (ii) the client accepts that their website has been completed to their satisfaction but after 2 weeks has still not requested it to be made live; or
 - (iii) the website has been completed but the client has not provided feedback of any kind after a 2 week period.Payment is due on receipt of the final invoice. We reserve the right not to launch a website until full payment has been received.
13. **Future Support:** Your website will be handed over as a fully functioning, completed work. Unless it has been agreed beforehand Pictori Web Design Ltd is not responsible for future support. Support can be provided upon request for an agreed fee.
14. **Grace period:** There is a 14-day grace period upon completion of the website, where all minor modifications to the site are free. However, major structural, contextual or graphical modifications are subject to a fee.
15. **Future Site Problems:** Problems caused by malicious software, spyware, viruses and website hacking are a fact of life on today's Internet. It is highly unlikely that these will affect your website, and Pictori Web Design Ltd will endeavour to protect it from this as much as we can during its creation, but after the website is handed over we cannot be held responsible for problems caused by illegal activity or the actions of others.
16. **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.
17. **Legal:** If at any point during the process of the web design a designer feels that the website is going to be used for an illegitimate purpose, then Pictori Web Design Ltd has the right to refuse to complete the website, this is for the protection of our clients, the consumer and ourselves, as we have a responsibility to all three.
18. **Malicious Attacks:** Once the website has been completed, we aim to keep extra costs at £0, however if there is any malicious activity on the website once it has been completed, then there will be additional costs to amend any issues with the website. *There are ways to prevent this, for example we will give you FTP details, it is strongly advised that only professionals use this information to access the website, as modification of any of the files can cause major disruption, which will eventually lead to extra costs.*
19. **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.

Your statutory rights are not affected by any of the above