

Web Designs and More
Gf9, 19 Hereward Rise, Halesowen, B62 8AN
Terms and Conditions of Business

These terms and conditions of business apply to every type of service provided by Web Designs and More to every client.

Please read these terms and conditions of business carefully.

1. Client Acceptance

Web Designs and More Terms and Conditions of Business are available on our website www.webdesignsandmore.uk and are also available in printed form on request.

Any Client accepting a quotation in writing, or purchasing any of our services, will be deemed to have made themselves aware of these terms and conditions, to have read them, and to have accepted them. These terms and conditions of business apply to all of the work we do. It is not a requirement for a Client to have signed acceptance of these terms and conditions of business for them to apply.

More specific terms may be included in a proposal document or a service contract, such terms will be in addition to these standard terms and conditions of business. Web Designs and More will use our best efforts to fulfill any agreed services. The Client agrees to assist us by making available information regarding their company, assistance with the production of content and to communicate with us on a regular basis.

2. Chargeable Time Projects

When services provided for a client are on an a chargeable time basis, Web Designs and More will keep records of all time worked for each client. The client will be informed of the time spent on a regular basis, however, the client can request a record of any of the time recorded for their service at any time. The hourly rate charged will be detailed in the service agreement.

3. Fixed Price Projects

Services can be provided for a client on a fixed price basis, when this is agreed the price is for the satisfactory completion of the project. When a client requests a change to the requirements of the project, or additional work to be done, this may result in additional charges based on any additional work required.

4. Client Review

Web Designs and More will provide the client with opportunities to review the appearance and content of projects where practicable, at stages throughout the design and production of the project. Project management discussions and meetings will count towards chargeable time.

5. Provision of Required Information

It is essential that the client provides all of the required information in advance to Web Designs and More. Failure to provide information in an agreed time frame can result in delays in the completion of your project. Delays in providing us with necessary information can result in inefficient use of our time, and therefore consequential costs, and the possible need to reject other projects to complete your work. In the event of prolonged or unreasonable delays in providing information, Web Designs and More, may have to alter the service agreement in respect of completion date, and fees charged, or ultimately cancel the project, in this event there may be cancellation fees payable.

6. Performance

Web Designs and More cannot guarantee the performance or success of the clients website or any other marketing or promotional material in relation to how effective they are in generating leads or sales as there are so many parameters outside our control. Web Designs and More will endeavour to deliver our services with care, skill and an attention to detail, we cannot however guarantee our work will be completely free of errors, but will ensure that we work together to give the best possible result.

7. Intellectual Property

All materials, whether text or images, supplied by the client to be used in the production of the client's website or other marketing material, will remain the client's property. Web Designs and More assumes that all supplied material is the property of the client and is free to use without breaching copyright laws. The client will be expected to provide proof where applicable that all material is free of any copyright issues.

Unless otherwise agreed all material created or produced by Web Designs and More will be the copyright of the client upon payment of the final invoice for the project.

8. Payment

Arrangements for payment will be detailed in a service agreement, depending on the scale of the project, there may be an initial deposit required, and scheduled payments throughout the project. All invoices are payable within 30 days of the invoice date, or as detailed in the service agreement. In the event of a breach of payment terms, we reserve the right to stop work on your project until payment is received. In the event that legal fees and costs are incurred in the collection of our invoiced fees, you also agree to reimburse us for these additional expenses.

9. Additional Expenses

The client agrees to reimburse Web Designs and More for any additional expenses necessary for the completion of the client's project. Examples of additional expenses could include the purchase or licensing of; stock photos; stock videos; website plugins such as payment modules or shopping carts; etc. These additional expenses will be agreed prior to being purchased.

10. Copyright

The client retains the copyright to all material provided by the client, and grants Web Designs and More the rights to publish and use such material.

The Client must obtain permission and rights to use any information or files that are copyrighted by a third party.

Web Designs and More need to be able to show potential future clients examples of our work, so the client consents to us using their material on our website, brochures, and for general promotional purposes.

The client is further responsible for granting Web Designs and More permission and rights for the use of third party content to be distributed and agrees to indemnify Web Designs and More from any and all claims resulting from the client's negligence or inability to obtain proper copyright permissions. Agreeing to the provision of services by Web Designs and More shall be regarded as a guarantee by the client to Web Designs and More that all such rights, permissions and authorities have been obtained. Evidence of rights, permissions and authorities may be requested.

11. Governing Law

These Terms and Conditions of Business are applicable to Web Designs and More's relationship with every client.

Any Client accepting a quotation in writing, or purchasing any of our services, will be deemed to have made themselves aware of these terms and conditions, to have read them, and to have accepted them.

This Agreement shall be governed by English Law.

12. Liability

Web Designs and More hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error;
- Loss or damage to clients' artwork/photos, supplied for any project.

Web Designs and More's entire liability to the client in respect of any claim whatsoever or breach of this agreement, whether or not arising out of negligence, shall be limited to the charges paid for the services under this agreement in respect of which the breach has arisen.

13. Severance

In the event any one or more of the provisions of this agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this agreement shall be unimpaired and the agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid provision.

14. Data Protection and Communication

The security of your Personal Information is important to us but remember that no method of transmission over the Internet, or method of electronic storage, can be completely secure. Web Designs and More ensure that there are appropriate technical controls in place to protect your personal details.