



Website Design Terms & Conditions

By placing an order with Holistic Designs, you confirm that you are in agreement with and bound by the terms and conditions below.

Definitions:

The Client: The company or individual requesting the services of Holistic Designs.

Holistic Designs: Primary designer/site owner.

General:

Holistic Designs will carry out work only where an agreement is provided either by email, telephone or mail. Holistic Designs 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 Holistic Designs and the client, this includes telephone and email agreements.

We reserve the right to refuse to construct a web site which we may judge as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws.

Completion Date:

Holistic Designs and the Client must work together to complete the Web Design Project in a timely manner. We agree to work expeditiously to complete the Web Design Project after the Client has submitted all necessary materials. If the Client does not supply Holistic Designs with complete text and graphics content for this Web Design Project within 45 days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by Holistic Designs as liquidated damages and the contract shall become null and void, at Holistic Designs option, unless the Web Design Project is cancelled in writing by the Client prior to 45 days of the effective date of the agreement.

Holistic Designs cannot always guarantee to start work immediately on a Web Design but will arrange a date with the client as to when work can commence

Website Design:

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

The copyright for all material provided by Holistic Designs, such as HTML code, graphics, photographs and text, will remain the property of Holistic Designs until such time as payment has been made in full whereupon they will become the property of the client.

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

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

Holistic Designs 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.

Holistic Designs 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.

Holistic Designs 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.

Holistic Designs will initially place the client's website on one of Holistic Designs demonstration servers in order that the client may view and comment upon the website's progress. When both Holistic Designs and the client agree that the website meets the criteria agreed during the commissioning process, Holistic Designs will invoice the client for the full amount due for the Web Design. On receipt of payment, Holistic Designs will publish the website on the client's server, or provide the source code for the site via a download (or cd-rom disk) for the client to upload.

Web Site Maintenance:

This agreement allows for minor web site maintenance to pages for the lifetime of your web site at no charge, up to an average of one half hour per regular web page, including updating links and making minor changes to a sentence or paragraph. It does not include replacing nearly all the text from a page with new text, major page reconstruction, new pages, guest books, discussion webs, navigation structure changes, attempted updates by Client repairs or Web Design Projects delivered to Client via diskette, mail and e-mail. The period begins on the date the Client's web site is available to be published to the Client's hosting service. Major page code and/or graphics changes and additions will be charged at the £40.00 per hour rate. (Notice: This rate is subject to change at any time.)

Copyrights and Trademarks:

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Matt Peacock and/or Holistic Designs for inclusion in the Web Design Project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Matt Peacock and Holistic Designs from any liability (including Solicitor's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client. All Web Design Projects will contain a copyright/legal statement with a link to Holistic Designs Web Site.

Website Hosting:

Whilst Holistic Designs recommends and uses 4UHosting to host websites, no guarantees can be made as to the availability or interruption of this service and Holistic Designs 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.

Web hosting is paid for on a yearly basis and Holistic Designs will contact the client within 30 days of the payment being due. If payment is not made within this time limit, Holistic Designs accept no responsibility or liability for any disruption in service or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Search Engines:

Holistic Designs will submit a client's website to several of the major search engines as part of the design commission. If a client wishes Holistic Designs to promote a web site as a separate commission, Holistic Designs will make every reasonable effort to promote the website effectively but cannot guarantee high placings in search engine results. Holistic Designs can accept no responsibility or liability if any search engine, online directory or search site, submitted to as part of a web site promotion commission, chooses not to list a client's web site.

Payment of Accounts:

A deposit of £50 is required with any project before any design work will be carried out. It is the Holistic Designs policy that any outstanding accounts for work carried out by Holistic Designs or its affiliates are required to be paid in full, no later than 28 days from the date of the invoice unless by prior arrangement with Holistic Designs.

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 Holistic Designs 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 client's credit rating. Any payment returned by the bank or credit card company will incur a £25 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the customer.

Holistic Designs reserves the right to alter prices at any time without notice. If a client has commissioned any services from Holistic Designs prior to a change in prices, that commission will not be subject to any increase, but any subsequent commission may be subject to an increase.

Web Design / Hosting Issues:

Anyone who experiences a problem with their web service provided by Holistic Designs should raise the matter directly by emailing helpdesk@holistic-designs.co.uk, giving sufficient information as to what the problem is. Holistic Designs will look to resolve the matter to the satisfaction of the client as soon as possible.

Legal Notice:

Notwithstanding anything to the contrary contained in this contract, neither Holistic Designs nor Matt Peacock, warrants that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will Matt Peacock and/or Holistic Designs be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or your site visitor's computer or Internet software, even if Holistic Designs has been advised of the possibility of such damages.

By agreeing to these terms and conditions your statutory rights are not affected. Holistic Designs reserves the right to change or modify any of the terms and conditions contained in the Terms and Conditions.