

SOMERSET WEB DESIGN

Terms & Conditions

Tel: 01643 709625 - Email: info@swsd.co.uk - Web: www.swsd.co.uk

Terms & Conditions

For the purposes of this agreement Somerset Web Design Ltd refers to work undertaken by Somerset Web Design Ltd and it's trading name PC Webshop.

Somerset Web Design Ltd will quote for any agreed work. If quote is accepted, a 50% deposit will be required before work proceeds unless on a payment plan, after which the work will be completed within an agreed timescale depending on availability of content and communication with client.

The website will be available to view as a work in progress throughout the development, with feedback requested from the client throughout to ensure satisfaction. Once the initial design has been approved and development has begun, any further major design changes requested may be chargeable at our standard hourly rate.

Once completed the client has 5 working days to ask for any amendments, after which final payment will be required PRIOR to the website going live. If the client wishes to delay, or cancel the "go live" date for any reason then the full balance will be required.

The site is covered by a 30 day warranty, from the go live date, during which time any errors found will be fixed free of charge. Any additions or amendments to the content or structure of the site are not covered and will be subject to an additional fee. Any work carried out to the site after warranty will be charged at our hourly rate, but quoted for and approved in advance.

Website Hosting & Email Backups

By using and paying for our hosting services you confirm that 'Somerset Web Design Ltd' accepts no liability for loss of any client data, including website files, website database, emails and domain names, due to ANY issues relating to 'Somerset Web Design Ltd' hosting or working on the client's website.

Any information held on a database within the client's website remains the Intellectual Property of the client, it is therefore imperative that the client keeps a backup copy of the database, website files and their email. We can provide control panel access to your web hosting account and allowing you to download a backup.

Your website files and database is backed up daily or weekly for the past 30 days, depending on level of hosting provided. We cannot guarantee our backups will correctly restore the database and website files and so may request client's backup.

Somerset Web Design Ltd accepts no liability for loss of turnover, sales, revenue, profits or indirect consequential or special loss arising from the agreed work, renewal of domains or hosting of the agreed work. The client indemnifies Somerset Web Design Ltd for any claims made against Somerset Web Design Ltd arising from any of the agreed work.

Your hosting account is removed from the server if services are cancelled for any reason or allowed to expired after 30 days. We do not keep backups and cannot restore after 30 days.

Email Backups

By paying for our hosting services the client (website owner) confirms that 'Somerset Web Design Ltd' does NOT accept ANY liability for loss of emails on any of our servers for any reason.

It is important these days to have multiple backup systems for all website files and email. We are happy to educate client on best practices and how to backup email in their email software.

The client accepts responsibility to provide a backup of their website and email should for any reason we require it.

Client Control Panel

Clients can request login details to their control panel where they can backup and download their website, email and database. The control panel also lets clients view mail box limits and add/edit email addresses.

Only users on our VPS server have email backup also. We strongly recommend that ALL client's backup their email manually using their email program. We are happy to assist with providing advice on restoring emails from your backup.

Email Problems

We accept no liability for any server issues which result in email problems. We are happy to assist with any email problems and aim to fix them quickly and have a support team to quickly address any problems.

Mail Box Limits

It is important to have good mail box etiquette by removing/deleting older emails to keep under your mail box limit. Mail boxes limits are between 1-2gb depending on server and we sometimes find client's exceed limits, which can stop future emails arriving.

We accept no liability for emails lost as a result of reaching mail box limits.

Mailing Lists & Newsletters

Customers are prohibited to send email mailing lists (newsletters) from their email accounts as this can cause black listing issues on the shared server IP address.

Client's websites will be suspended on the server for sending mailing lists and will be charged our hourly fee for time taken to research and remove IP address from servers black listing the IP address.

Website Hosting & Server Maintenance

If the client's website is to be hosted by Somerset Web Design Ltd, the client agrees to pay an annual fee for hosting, as agreed in the quote. This hosting fee includes on-going telephone and e-mail support, but does not include any work being carried out on the client's website.

Our servers are hosted by 'HEART INTERNET' who are a leading UK based internet hosting provided. Their servers require regular maintenance and software upgrades including, newer versions of php and security patches. A majority of these upgrades are done overnight by Heart Internet with little inconvenience to client's website. Should a client's website go offline during any server maintenance then the client agrees 'Somerset Web Design Ltd accepts no liability for loss of earnings or data during the downtime.

Website Programming Ownership

All Somerset Web Design Ltd created CTM code, database code and all scripts remain Somerset Web Design Ltd IPR, and must not be reverse engineered, offered for resale, or freely distributed to any third party. Codes and scripts covered by a third party or in the public domain remain the IP of the original author.

Moving a Website

The client has the option to transfer their website and domain's to another host. We can provide a copy of their database and website files, but the client is responsible for setting up their website on their new server. Somerset Web Design Ltd accepts no liability for any issues which arise from transfer of client's website or domain name to another company.

Domain Name Ownership

Somerset Web Design Ltd register's domain names in client's contact details and manages and renew domains on their behalf. We accept no liability for issues arise from domain renewals, cancellations or transfers. If client fails to pay for their domain renewal within the agreed payment terms on the invoice then the domain is allow to expire and return to open market. Some clients wish to retained responsibility of domains and point the domain to our servers. We do not accept liability for any domains which are transferred to another company or are registered with client. We do not hold information of past domain transfers over 3 months old.

WordPress Maintenance

Upgrading WordPress, Plugins & Themes

Somerset Web Design Ltd is not responsible for website malfunctions resulting with a loss of client data.

All WordPress website are database driven and require on-going upgrading and maintenance to both the core WordPress program and WordPress plugins to avoid security vulnerabilities. Our WordPress websites use PHP programming and an SQL database, this means the website data used on your website is stored in an SQL database on your hosting account.

Plugins

We use WordPress, Themes and 3rd party plugins to develop your website. The plugin the developers often release upgraded versions of their software with security patches or additional functionality. The plugins perform various features on your website and you are informed of updates required within the WordPress admin area.

In time WordPress plugins may become obsolete and alternative plugins will need to be sourced or the website may need redeveloping. Somerset We Design Ltd accepts no liability for issues which arise from plugins which require updates or are obsolete.

We are happy to assist with updating both WordPress core file and WordPress plugins but accept no liability for issues which arise during the update.

We strongly advise backing up the database before upgrading any plugins.

We do not charge for updating plugins, but may have to charge our hourly rate to rectify any issues which arise.

We do not support websites developed on our servers by a 3rd party developers and it is the client's responsibility to update plugins and backup their database and website. We accept no liability for any issues which arise from updates to WordPress or WordPress plugins.

If we require a 3rd party programmer to fix your website then there may be a charge at our hourly rate.

Terms of Payment

Payment can be made by BACS, cheque, cash, credit card & debit card or PayPal. Full balance is required if client decides not to complete project at any stage during development.

If client provides no communication towards finishing a project, then after 3 months it is assumed they do not want to continue development. All clients website services will be suspended and full payment of balance is required.

Monthly payment scheme is interest free, with a one month deposit required. The remaining total is payable over the next 11 months. There is no charge for paying off the whole or part of the balance early. Payments should be made by standing order on an agreed date, If payment is not received on specified date, then all web services will be suspended and a suspension fee of £25 will be applicable. All work paid for over a 12 month period remains the property of Somerset Web Design Ltd until the whole balance has been paid for.

All website services will be suspended due to non-payment of any invoice.

Invoicing Process

1. Invoice sent via post or emailed, payment require
2. If invoice not paid after 28 days, Overdue invoice posted or emailed
3. Final Demand – All website services suspended after 5 days. £25 suspension fee applied and full balance plus suspension fee is required to restore website.
4. Website delete off server after 30 days – All files removed and no backup provided.

Client Invoicing Details

It is the client's responsibility to keep their invoice address details updated. Somerset Web Design Ltd is not responsible for any loss of earnings due to non-payment of invoices caused by incorrect contact information.

You can email sales@pcwebshop.co.uk with new invoice details, or alternatively call us on 01643 709625.

Use on Marketing Media

Somerset Web Design Ltd retains the right to use the services provided to the client as examples on any kind of marketing media. If the client does not wish for Somerset Web Design Ltd to use their services as examples, Somerset Web Design Ltd requires notice when the services are being carried out.

Kind Regards
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