

DS Web Designs

Terms and Conditions

DS Web Designs will offer full services as set out in the attached quotation to

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- 1 Quotations submitted by DS Web Designs shall remain open to the buyer for a period of 14 days.
- 2 Prices quoted on the final quotation will remain valid providing the services required are not altered throughout the design process.
- 3 These conditions shall apply to goods and products in the same way they apply to services rendered.
- 4 The initial personal consultation are complimentary, all following consultations carry a flat fee of £20.00.
- 5 Upon confirmation a 40% non-refundable deposit is required before work commences. *For larger/higher priced projects, this will increase to 50% but full notice of the required amount will be given. A full draft of the completed website will be available for the client to view online. The client reserves the right to offer full amendments in writing (via email) to the service provider once this has been received
- 6 Once these amendments have been changed in the final draft the full balance becomes due.
- 7 After the service provider has made these required amendments the full balance must be received within 7 working days.
- 8 It is the responsibility of the client to check the final draft for telephone numbers, addresses, spelling anomalies and names for error prior to the website going "live".
- 9 Once the remaining 60% is received the website will become "live".
- 10 The client must make all payments by cheque, cash or BACs transfer. If paying by cheque, work will commence once they have cleared.
- 11 The client unconditionally agrees that any text, images or artwork passed to the service provider for inclusion in the website are wholly owned by the client, or the client has permission to use them. DS Web Designs cannot be held responsible for gaining copyright for text, images and graphics that are supplied by the client.
- 12 Clients are required to purchase their domain name personally (assistance will be offered for this transaction) this ensures that legal ownership of the domain lies with the client. The fee incurred by the client for purchasing the domain name will be deduced from the final invoice.
- 13 The minimum length of any ongoing website services purchased through DS Web Designs will be 12 months.
- 14 After the initial free 3 month hosting period a fee of £7.00 per month will be payable to the service provider to cover the hosting charges incurred. Failure to pay this required amount may result in the website having to be withdrawn.
- 15 Should the client wish to transfer their website to another hosting provider after 12 months of service, the service provider will pass a copy of all existing website content to the client as back up.
- 16 The service provider accepts no financial loss resulting from a domain name not being renewed. All domain renewals are the responsibility of the client.
- 17 Whilst the service provider will aim to improve the position of your website ranking in Search Engine results, we do not warrant that this effort is in anyway guaranteed.
- 18 The service provider is not held responsible to any alterations in the position of your website in the search engine results in the response to a search.
- 19 The service provider will not be liable for any consequential or indirect losses or any loss of profits purported to have been suffered by the buyer.
- 20 The service provider will not be liable for any failure in its performance of obligations under the agreement caused by factors beyond its control.
- 21 The client is not permitted to transfer the design or any aspect of the design of the website, logo or layout to any third party.
- 22 The service provider shall not pass any of the services promised to the client to any third party for completion without written consent from the client.

- 23 Any change to the contract must be confirmed in writing by DS Web Designs
- 24 Any payments required by third parties are to be paid in full by the client.
- 25 Any offers of referral schemes are only applicable should the client agree and comply to all the above terms.
- 26 DS Web Designs are not liable for interference or damage to your computer whilst in connection with www.dswebdesigns.co.uk or a linked website. Online security precautions are the responsibility of the user.
- 27 Cancellation of services
 - a. The client may decide to opt out of the agreement with the service provider at any time. This must be made in writing and contain the same signatory as the original agreement.
 - b. Cancellation fees will occur as a result as follows:

Cancellation Period	Resulting Fee
After agreement is signed and prior to the first draft approval	Initial Non- Refundable Deposit retained
After first draft approval has been forwarded to the client	75% of the total fee required
After the final draft has been completed	100% of the total fee required
Cancellation of services provided (i.e hosting, SEO) within 12 months of contract signatory	Penalty charge of £200.00 total

Privacy Policy

- 1. Any information provided by the client for inclusion on the website and any personal information used for correspondence will not be passed or sold to third parties under any conditions.
- 2. DS Web Designs website contains links to external third party websites; we do not accept any responsibility for content or opinions expressed on these sites.
- 3. You may occasionally receive emails from DS Web Designs with offers and new products/services available. If you prefer not to receive this information then please don't hesitate to contact DS Web Designs directly.
- 4. This website uses cookies to analyse website traffic information so that we may improve and develop the site further. You can learn more about cookies by visiting www.aboutcookies.org - including what they are and how to control and delete them.

I accept that I agree to and understand all of the above and hereby provide my signature as confirmation that I will undertake in business with DS Web Designs and abide to these conditions.

Client Signature	
Date	
DS Web Designs Signature	
Date	

Your statutory rights are not affected by any of the above terms and conditions.

Glossary of Terms:

Client -
Service Provider – DS Web Designs
“Live” Website available to view on the internet.
User - visitor to the DS Web Designs website or other affiliated websites.