

Paperback Designs

WEBSITE DESIGN SERVICES

Website Design Terms and Conditions
Paperback Designs Ltd

(1) **Supplier**

Paperback Designs Ltd

64 Northview Drive

Westcliff-on-Sea

Essex

SS0 9NF

Registered In England & Wales No. 08067972

(2) **Client**

Definition of our terminology as used within this document:

1. A 'Project' is any work undertaken or service provided by Paperback Designs Ltd for the client on their request and as described in our specification and order confirmation email to that Client.
2. 'You' or 'Client,' is a person, persons, business or organisation using any of the services provided by Paperback Designs Ltd.
3. 'We' or 'us', means Paperback Designs Ltd
4. 'Live Mode' means the date the website is available on the client's chosen domain.
5. 'Domain' is the website address as specified by the client.
6. 'Open Source Software' is software made freely available to anyone under the GNU General Public License (GPL).
7. 'Hosting' is a yearly cost to keep a clients website activated online.
8. 'Content' is both text and images that the client requires on the website.

General

1. The contract between Paperback Designs Ltd and the client will be on these conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.
2. The works to be carried out shall be as set out in the Paperback Designs Ltd invoice which can be found attached to the order confirmation email.

Legalities, Copyright and Intellectual Property

1. Paperback Designs Ltd shall expect the client to carry out sufficient research before proceeding with a website. This will include checking that the website/idea/business will operate legally. It is important that the website is not in any way illegal. Please ensure that any images or content you supply or use on your website, is legally available for you to use. We cannot be held responsible for the illegal use of images, content or format of material supplied by the client. Paperback Designs Ltd reserve the right to remove any website from its servers if it has reason to believe that it is operating illegally.
2. Where images used on the website have been purchased by Paperback Designs Ltd on behalf of the client, these images are restricted by license for use on the website only and are limited to 10 images per project. Paperback Designs Ltd are not liable for misuse of these images by the client or any other person's copying, altering or distributing the images to individuals or other organisations.

Paying for your project

1. Before we start work, a 50% deposit of the total sum due is payable. The next 25 % is due on design confirmation and final 25% is payable when the website is complete and ready to go live (Unless stated otherwise in invoice.) Your website will only be switched to 'live' mode when it has been paid for, in full. The initial deposit payment is non-refundable after Paperback Designs Ltd has committed resource or completed research and/or design work on the client's behalf.
2. If paying by cheque, please understand that we will have to allow the cheque to clear the banking system before starting or continuing with your project.
3. Paperback Designs Ltd own all design and code of the website until final payment has been received in full.

Website Design and Development

1. Design is subjective, and for this reason we offer a design review stage. This means that we will continue to work with you on your design concept until you are happy with our proposal. The design review revision period ends when the client accepts the design proposal and home page draft. Design changes beyond this point are subject to additional charges.
2. Paperback Designs Ltd will provide the client with an expected completion time frame for the project (live on the internet) if requested.
3. Open Source software (OSS) is publically available software that may be adapted or modified to suit particular applications. OSS may be used to help develop elements of the functionality of the client's website to speed development and add functionality. Where Open Source software is used, the ownership of the site coding and any customisations made by the developer is still passed to the client upon final payment.
4. Paperback Designs Ltd does not take any responsibility for a client's website content. Although we will be happy to provide advice or assistance with what may go onto the website we do not provide a copywriting service. The content is solely the responsibility of the client and this must be provided in a reasonable time and format.

Hosting and Search Engine Optimisation

1. Paperback Designs Ltd will host the website if the client requires us to do so and on receipt of full payment of our hosting fees. In doing so, Paperback Designs Ltd will provide a reliable and professional service to the client at all times, excluding unavoidable technical failures.
2. Paperback Designs Ltd hosting is annually renewable. The date of renewal will be 12 calendar months from the date the website was made live. Paperback Designs Ltd will contact the client 4 weeks before the renewal date and hosting services are not obligated.
3. The hosting renewal charge must be received within 10 days of the hosting expiry date. We reserve the right to deactivate any website when the hosting has expired and the client has not paid the renewal charge. We reserve the right to charge an administration fee of £75 for reactivating the website/hosting.
4. If the client does not use Paperback Designs Ltd hosting services, then the management and hosting of the domain name are the full responsibility of the client.
5. If the client does not wish to renew the hosting the site files and associated data can be made available to the client fee free on request and the domain name can be transferred to the client's registrar account. Should the client instruct us to upload and configure the site and domain name to a third party server this work will be subject to charge.
6. Paperback Designs Ltd does not take any responsibility for a client's website rank on search engines. This also includes any potential website downtime that can occur. When updating, changing, creating and hosting a client's website, there could be a change in the websites search engine ranking.

Domain Names and Links

1. If required, a domain name will be registered by Paperback Designs Ltd on behalf of the client once we have received payment in full. If the client requests to have details changed or the domain transferred elsewhere, we will do this within a reasonable timeframe.
2. Paperback Designs Ltd provides links or references to our client's websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but does not guarantee or warrant that such links will point to the intended client site at all times.
3. We place a small text link on the footer of our client's website that simply states the website was designed by Paperback Designs Ltd and links to our company website. This link can be removed, if required.
4. We may add your completed website (including links to your website, testimonial you have provided and screenshots of the website) to review, directory websites and marketing material such as email newsletters, print media and online adverts. This is done solely for the convenience of prospective customers to see work that we have created. If you do not wish for this to be done please notify us.

Communication

1. Email and telephone are our primary method of contact with regard to all communication for your websites design and development.
2. It is the client's responsibility to inform us of any change in email address or telephone number so we always have valid contact details. We cannot be held liable in any way for problems relating to communication issues if we are not supplied with a valid email address.
3. It is important for the client to keep in contact with Paperback Designs Ltd throughout the entire project. If a client does not make contact for more than four weeks, we will make up to five attempts to contact the client by email and telephone using the details for the client held on file. If we do not receive a response to these attempts of contact the project may be terminated, and the deposit will not be refunded. If the client wishes to postpone the project for a period of longer than four weeks, please contact us – otherwise the project may be archived. We reserve the right to levy a £50 administration fee if the client returns after an unapproved postponement period and wishes to continue work on their project.
4. Paperback Designs Ltd will not tolerate any form of harassment against its employees from customers or third parties and we reserve the right to cancel a contract without refund in the event of unreasonable or inappropriate conduct. This includes threatening behaviour and abuse directed towards our employees thereafter any further communication must be via postal mail only.
5. We may contact you by email or phone to advise you of special offers we have available or new features that may be of benefit to you and your business. If you do not wish to be part of this service please notify us. Your details will not be passed onto third parties, you will only be contacted by staff of Paperback Designs Ltd in relation to your website or services purchased from us.