

Terms and Conditions:

The Client: The company or individual requesting the services of ACB Design.

ACB Design: Primary designer/site owner & affiliates.

General Web Development:

ACB Design does not accept responsibility for any losses incurred due to malfunction, the website or any part of it.

Any scripts or software (unless specifically agreed) written by ACB Design or used by ACB Design in the creation of the site remain the copyright of ACB Design and may only be commercially reproduced or resold with the permission of ACB Design or the permission of the relevant developer.

Any additions to briefs provided will be carried out at the discretion of ACB Design and where no charge is made for such additions, ACB Design accepts no responsibility that such additions are error free. ACB Design reserves the right to charge for any correction to these or further additions.

ACB Design is not liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

ACB Design is not liable in respect of any dispute that may arise between the Client and his customers or clients from the use of content/images that have been provided to ACB Design for inclusion on the site.

ACB Design is not 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 client's appointed agents.

ACB Design is not 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.

The Contract

The Client agrees that once instructions have been given for ACB Design to commence work by written or verbal communication, or on satisfactory completion of the initial checkout stage, the Client is then bound by these terms and conditions.

The advertising material and package offers within ACB Design's web site or other material do not constitute any part of an offer or contract. The Client accepts that it is their obligation to carry out their own checks as to the suitability of any package or other items advertised on the site before instructing ACB Design to commence.

All data collected via this site remains confidential and will not be disclosed to others for marketing purposes. ACB Design may from time to time use this data for its own marketing purposes unless the Client requests exemption from such use by emailing ACB Design at info@acbdesign.co.uk.

ACB Design holds intellectual copyright over any material used in the construction of the website. This includes but is not limited to all source code, original images and creative design layouts unless otherwise stated or agreed by the client.

The Client

Before providing any content for their site such as images, text, animations, the Client shall ensure that this material does not infringe any copyright or other law or statute current in the UK at the time.

ACB Design may use licensed stock images from a supplier in the construction of a website. These images generally hold a license for use on a single website and may not be used in publicity material for other aspects of company branding. The

Client is responsible for ensuring that this does not happen. If the Client wishes to use any images from the website for other purposes clarification should be first obtained from ACB Design.

Before commencing website design, ACB Design will endeavour to research the competition in order to produce an efficient web presence. However, it is the client's responsibility to carry out any market research as to the viability and profitability of any project before accepting any quote.

ACB Design reserves the right to refuse any engagement that is considered unsuitable by virtue of sexual or explicit material or references to ethnic groups, religions or minority groups, or for any other reason. ACB Design's decision in such cases is final.

Database, Application and E-Commerce Development

ACB Design is not liable for any losses incurred as a result of the use of any software created for the client. Whilst every care will be taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, applications or software (unless specifically agreed) written by ACB Design, remain the copyright of ACB Design and may only be commercially reproduced or resold with the permission of ACB Design.

Where applications or sites are developed on servers not recommended by ACB Design, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the client's responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by ACB Design before being made generally available for use. Where "bugs", errors or other difficulties become apparent after the site is live, ACB Design will endeavour (but is not obliged) to correct these issues to meet the standards of function outlined in the brief.

Compatibility

ACB Design will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 7, Firefox and Safari. ACB Design can offer no guarantees of correct function with all browser software but will endeavour to create future-proof websites where outlined in the brief.

Website Hosting

Whilst ACB Design may occasionally recommend hosting companies to host websites; no guarantees can be made as to the availability or interruption of this service. ACB Design is not liable 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.

Payment of Accounts

A deposit is normally required from any new client before any work is carried out. This will normally be 25% of the estimated final cost for standard projects with new clients and 50% for database driven projects. This deposit is payable before any design work is carried out. Once design and development has started, this deposit becomes non-refundable.

Once a website has been designed and completed the final balance of payment is then due in accordance with ACB Design's payment terms before the site is handed over to the client and made live. There are no exceptions to this.

The client is liable for full payment once the site is completed in accordance with ACB Design's payment terms. If the Client decides the site is no longer required before or at completion, full payment is due immediately for all work completed by ACB Design up to the receipt of written notice of the Client's decision.

All outstanding accounts for work carried out by ACB Design or its affiliates are required to be paid in full, no later than 28 days from the date of the invoice unless previously agreed otherwise.

If payment is not made in accordance with these terms and conditions, ACB Design reserves the right to deny the Client access to the relevant website or websites and / or remove elements of the site entirely.

Travel Time and Travel Expenses:

Travelling time to and from customer premises is not generally included in ACB Design's estimate. ACB Design reserves the right to make a charge for travelling time at ACB Design's current hourly rate. Likewise ACB Design reserves the right to charge for travelling expenses based on a mileage rate of 40p per mile.

Privacy Policy

ACB Design will make every reasonable effort to protect and keep confidential the Client's information. Any details that ACB Design collects from the Client will be treated in the strictest confidence and will not be divulged to any person or persons without your written consent. ACB Design will not sell or use personal information or share personal information with third parties. ACB Design may from time to time contact the Client by post or email with general news updates and new offers available

The Client may request in writing not to receive direct marketing material about ACB Design's products and services by emailing: info@acbdesign.co.uk

The Client has the right to request in writing by email or post to ACB Design's registered address, a copy of the information that ACB Design holds about the Client and to correct any inaccuracies in ACB Design's information.

After sales support

All additional third party costs arising from the registration of a domain name shall be met by the Client. ACB Design offers domain and web hosting for competitive prices and these packages require annual renewal fees of domain names and hosting packages (where applicable).

Where ACB Design has set up or taken charge of a domain name and hosting, ACB Design will inform the Client of the date and price within a month of the annual renewal. If the client hosts the website and domain elsewhere then the client takes full responsibility for renewing the hosting and domain. ACB Design is not liable for any domain or web space expiring during the development or maintenance of their site.

ACB Design creates websites to the client's requirements with current browser support in mind. ACB Design does not guarantee the future functionality of websites with new browsers and updates associated with new software, unless specifically agreed in advance. ACB Design can offer ongoing site maintenance on a pay-as-you-go basis or for an agreed monthly fee.

Complaints Procedure

Informal procedure

Anyone who experiences a problem with their web service provided by ACB Design should raise the matter directly using ACB Design's contact form or contact details, giving sufficient information to locate the material (such as a specific url, e.g. <http://www.yourdomain.co.uk/problempage>) and clearly outlining the grounds for complaint.

ACB Design will make all reasonable efforts to resolve the matter to the satisfaction of the complainant.

Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to ACB Design, who will acknowledge receipt and take all reasonable steps to ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

ACB Design is confident that any issues that may arise in the course of website development and construction will be dealt with promptly and without the need for a formal complaint.

Further information:

Should ACB Design waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit ACB Design to waive the same clause on any other occasion for any client.

By agreeing to these terms and conditions your statutory rights are not affected.

ACB Design reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact:

ACB Design

Cornerways
Old Coach Road
Cross
Somerset
BS26 2EQ

Tel: 0779 3026 159 / 01752 484263
Email: info@acbdesign.co.uk
Web: <http://www.acbdesign.co.uk>