

LITTLE BIRD DESIGN TERMS AND CONDITIONS

These Terms and Conditions apply to all orders and supersede all others. Placement of an order constitutes acceptance of our conditions.

1. PAYMENT

1.1. Printed materials are supplied by an external company and as such, orders and payment should be made directly to the supplier in full. Little Bird Design will not pay on the behalf of the client. Artwork must be signed off in writing before going to print. Any alterations or amendments that incur costs after going to print are the clients responsibility.

1.2. For website or graphic design, Little Bird Design require new clients to a non-returnable deposit of 50% of estimated costs will be required on placement of your order. The remainder will be payable before final release of completed design work or website. The website, graphics and any programming code remain as our property until all outstanding accounts are paid in full.

1.3. Hosting Services – Hosting services are provided by Web Designer Swindon. Services provided on monthly or annual payment terms, payment is non-refundable and due each anniversary month or period of the date the account was established. If 10 days have passed and payment has not been received, the account will be suspended until further notice. No liability will be accepted for any subsequent losses to the client. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies us to request termination of services. Where no payment has been received in respect of domain name renewal, these services will not be renewed, we take no responsibility should these domain names subsequently become no longer available.

1.4. Payments for Hosting - All payments can be made in cash, by direct bank transfer or through Paypal. It is recommended that the customer sets up a standing order, direct debit or recurring payment in respect of hosting or domain name agreements to ensure future payments are made and not overlooked as Non-payment may result in the account being suspended or cancelled and no liability is accepted for any subsequent losses.

1.5. Once a deposit is paid and work completed, you are obliged to pay the balance of payment in full. If accounts are not settled and we have not received contact from you regarding the delay, access to the related website may be denied and web pages removed. No liability will be accepted for any subsequent losses and there is no guarantee that web pages can be replaced at a later date nor that they will be in the same form as when they were removed. Full settlement will then be pursued through the Small Claims court.

1.6. Website Design - Once a website has been designed and completed to the original brief, the final balance of payment is then due. There are no exceptions to this, i.e: if the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non-payment will result in legal action being taken as necessary.

1.7. Once all amounts due to us from the customer are paid and cleared, the customer will be assigned the rights to use, as applicable, the products and services provided but no rights of ownership are conveyed unless specifically stated and agreed in writing from us. The rights to photographs, graphics, content and any third party items such as source code, always remain the property of their respective owners.

Website Content – Once the website is completed and signed off by a client, any changes made by the client, that affect the sites appearance or functionality, are not the responsibility of Little Bird Design. Should changes be made that need to be rectified by Little Bird Design there will be an additional charge.

1.8. Unless the customer have our specific written agreement, all products including Content Management Systems, interfaces, navigational devices, menus, menu structures or arrangements, icons, help, all operational instructions, scripts, CGI applications, software, programming/source code, and all components of any source or object computer code that comprises the website, all literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access or otherwise affect the Content and design elements used or developed and all software, and our products and results of our services, remain our property and we retain full ownership rights and all intellectual property rights. The customer specifically agrees not to do anything that may in any way infringe upon or undermine our rights, title or interest in the website or our products and services. This includes, but is not limited to, any sale, transfer or gift of the whole or any part of any item, data or anything whatsoever that we own. The customer fully understands that we may reproduce, reuse, develop and use in any other way we choose, anything within our ownership.

2. PASSING OF TITLE AND RISK

2.1. The risk in the goods shall pass to the customer on delivery.

2.2. All goods, delivered or not, remain our property until payment is received in full.

3. PRODUCTS / SERVICE

3.1. We reserve the right to alter any details of products / service advertised without notice and while every effort is made to describe goods accurately in the advertisement no warranty is given as to accuracy and no respon-

sibility will be accepted for error and any resulting loss.

3.2. We cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

3.3. The client agrees to make available as soon as is reasonably possible to us all materials, information or data required to complete the site to the agreed standard and within the set deadline. We will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

3.4. Any additions to orders or design briefs will be carried out at our discretion and may be subject to an additional charge. Where no charge is made for such additions, we accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

3.5. We 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. Should the site owner be found to be using the site for malicious, illegal, inappropriate or fraudulent use, we reserve the right to suspend the site immediately and without any associated liability. No refund will be made to the site owner.

3.6. We will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the website, its servers, software or any material provided by its agents.

4. ARTWORK AND PRINTING

4.1 Proofing: Once the final file has been sent to the client requesting sign off and confirmation has been received that the artwork is satisfactory Little Bird Design is no longer responsible for any errors found respectively. It is the responsibility of the client to check the content before it goes to print.

4.1a All design charges must be paid within 7 days of completion.

4.2. Once the customer design project is initiated and/or we have created any preliminary artwork, all retainer payments made by the customer become non-refundable.

4.3. We only quote for one design per kind, any additional are chargeable.

4.4. We offer stated number of revisions to any design, providing the revisions equate to no more than 30% of the current artwork designed.

5. WEB DESIGN

5.1. All web design orders include the following:

a) 12 Months Web domain hosting (unless provided by the client), this is to renewed annually on the anniversary of the original order date and not the date the website went live.

b) A domain name will be provided for 12 months for a .co.uk or .com address, certain premium domain names are restricted. If after purchasing a domain is deemed to be a premium domain we will offer an alternative choice as close to the chosen domain as possible or an additional charge may become applicable. Where the customer prefers to use their own domain name and this is transferred in for hosting services, we will not be responsible for any charges they may incur from their existing host or provider.

c) Website Hacking - Should your website be hacked there will be a fee to rebuild the site. The server will be wiped clean to protect any further compromise. If a back up has been taken restoration will be back to that point. There is no guarantee the site will restore to its previous state and further work may need to be undertaken.

6. LOGO DESIGN

6.1. We offer 3-4 initial designs to determine the clients style required. We offer stated number of revisions to any Logo design, providing the revisions equate to no more than 30% of the current artwork designed. The final logo design includes files for designers, web and print. Once paid for they are the property of the client.

7. QUOTATIONS AND CONTRACTS

7.1. Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation of accepted contract, we shall be entitled to charge such increases to the customer.

a) The customer has given us the opportunity on more than one occasion to rectify any fault or issue found.

b) The customer can provide proof that we have not followed the initial order the customer placed as closely as possible. Where later amendments or additions were agreed the customer must also show that he/she has appropriately considered the time or other associated implications these changes may have caused.

c) Notice of the complaint was received by us within 48 hours of receipt or completion of the order. Full details

of the complaint must then be received in writing with return of all faulty products within 5 days. Any complaints made after this time period are void of any right to refund or reprint.

d) The customer has not chosen to seek a 3rd party to complete the order before we have attempted to resolve the situation.

7.4. Please remember that we aim for 100% customer satisfaction, we pride ourselves in our relationships with our customers and are proud of our work and achievements. We believe that our success is your success. Should you have any reason to be unhappy with our work or service please try to work with us to resolve it amicably and quickly, we will certainly work with you to do whatever we can to help. We operate a zero tolerance policy in terms of rude, aggressive or inappropriate behaviour and will be unlikely to respond to such approaches.

8.LIABILITY

8.1. Save in so far as defects in the goods cause death injury or damage to personal property, our liability for any loss or damage suffered by the client in respect of the goods shall be limited to the contract value of the goods.

8.2. We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the complaints / claims procedure set out in clause 10.

8.3. We are not liable for any financial loss incurred by the customer, including but not limited to expenses incurred by customer, interest payments & loss of earnings or similar gains they would have received on monies paid to us in lieu of any unfulfilled order.