

Terms and Conditions

1. **contract:** The client's approval for work to commence shall be deemed a contractual agreement between the client and the small web people ltd.
2. **the small web people ltd intellectual copyright:** the small web people ltd holds intellectual copyright of any material, including source code and original images created for the client until payment of the final invoice.
3. **clients responsibilities with regard to copyright:** In situations where the client provides images, text, layouts or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright.

Certain images provided by the small web people ltd may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a website. The licence may not permit them to be used in publicity material. The website owner is legally responsible for ensuring that this does not happen. If you wish to use any images from the site for other purposes please contact us for clarification.

4. **registration and hosting charges:** All third party costs arising from the registration of a domain name and hosting shall be met by the client.
5. **search engine optimisation:** The client must be aware that the small web people ltd are not responsible for ongoing website promotion. The order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimise your site initially for this by making it search engine friendly, it is impossible to make any guarantees on ranking position.
6. **cancellation:** Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.
7. **conceptualising:** Conceptualising is the process of producing website concepts for clients. Concepts can include site mock-ups, graphics and design proposals. This clearly takes a lot of time and for higher cost websites it will be included. For low cost sites (say below £1000) you should be aware that (unless previously agreed) only one concept is possible. You should therefore ensure that you let us have your preferred colour scheme and design requirements beforehand. If you don't do this we will design the website appropriately. If it is not to your taste we may not be able to rework the website without additional charges. This is why it is often best to show us another website that you like as an example of what you require.
8. **quotations:** The price quoted to the client is for the work specifically agreed on the quotation only. Should the client decide that changes are required after work on the website has commenced there may be a surcharge.
9. **payment - refund policy:** After work on a website commences any advances are not refundable.
10. **payment methods:** Unless otherwise agreed, payment is only accepted by cheque, bankers draft or internet banking transfer in UK Pounds Sterling. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £35.
11. **payment of balance:** Invoices are only issued when clients accept that their website has been completed to their satisfaction or where agreed stages have been completed. Payment of the balance is due immediately on completion of these stages. We reserve the right not to launch a website until full payment has been received.

- 12. future updates:** Your website will be launched as a fully functioning, completed work. Unless it has been agreed beforehand the small web people ltd is not responsible for future updates. Updates can be provided upon request for an agreed fee.
- 13. grace period:** There is a 14-day grace period upon completion of the website, where all minor modifications to the site are free (for example, spelling errors and other minor tweaks). However, major structural, content or graphical modifications are subject to a fee. An ongoing maintenance package can be agreed.
- 14. future site problems:** Problems caused by malicious software, spyware, viruses and website hacking are a fact of life on today's Internet. It is highly unlikely that these will affect your website, and the small web people ltd will endeavour to protect it from this as much as we can, but after the website launched we cannot be held responsible for problems caused by illegal activity or the actions of others.
- 15. access to client hosting space and cart provider:** We may require ongoing access to our clients' hosting space and cart provider to allow us to support and monitor their websites. This access is via a user ID and password combination, which the client may change after the website is launched. If the client chooses to change the password we will no longer have access to the website and further support will not be possible. We cannot be held responsible for any changes made to the website by the client or the client's agents.
- 16. legal:** If at any point during the process of the web design the small web people ltd feels that the website is going to be used for an illegitimate or unethical purpose, then the small web people ltd have the right to refuse to complete the website, this is for the protection of our clients, the consumer and ourselves, as we have a responsibility to all three.
- 17. compliance with ecommerce, accessibility or other regulations:** We design websites in accordance with the client's specifications. It is the client's responsibility to ensure that the website and its content comply with current online trading laws and regulations. We cannot accept responsibility for any failure to comply with laws and regulations related to accessibility, selling online or those related to a specific business or trade. We can research this on the client's behalf upon request, but in any business where complex compliance issues may exist we recommend that the client takes legal advice from their company legal advisor.

Your statutory rights are not affected by any of the above