

Terms and Conditions

These terms and conditions shall apply to the agreement between "Design to Eclipse" and the "Client" applying for the provision of web site design services by Design to Eclipse.

Definitions

"The Client": The company or individual requesting the services of Design to Eclipse.

"Design to Eclipse": The provider of website design services, a trading name of Strategic Solutions.

General

Design to Eclipse will carry out work only where an agreement is provided either by email, telephone or mail. Design to Eclipse will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Design to Eclipse and the client, this includes telephone and email agreements.

Ordering proofing and payment

Upon placing an order the client will be asked to pay a deposit of up to 50%. Upon receipt of the deposit Design to Eclipse will then begin design work and will incorporate any content supplied by the client. Once complete the website will be made available and the client asked to examine the site and tell Design to Eclipse of any errors, omissions and any changes required. These will then be carried out by Design to Eclipse and the site made available to demonstrate that the changes have been made. This process will be repeated until the client accepts that the site is as required. Once accepted the final payment will then be due.

Cancellation

Once an order is placed with Design to Eclipse the client has the right to cancel providing this is done within 7 days of the receipt by the client of the invoice and prior to the payment of the deposit and commencement of design work. Once design work has commenced refund of the deposit will not be given if the client refuses to continue the development process indeed full payment of the balance will be required in such circumstances. Cancellation must be in writing to Design to Eclipse, 49 Park Road, Barlow, Selby YO8 8ES.

Website Design

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, Design to Eclipse cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it. The website, graphics and any programming code remain the property of Design to Eclipse until all outstanding accounts are paid in full.

Design to Eclipse cannot take responsibility for any copyright infringements caused by materials submitted by the client. The designer reserves the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

The client agrees to make available as soon as is reasonably possible to Design to Eclipse all materials required to complete the site to the agreed standard and within the set deadline.

Design to Eclipse will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrong doing on the part of a site owner.

Design to Eclipse will not be 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 clients appointed agents.

Design to Eclipse will not be 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.

Design to Eclipse reserves the right to refuse to handle in any way:

- (a) any material which is inappropriate or unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way;
- (b) any material containing a virus or other hostile computer program;
- (c) any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction;

Once a website has been designed and completed the final balance of payment is then due in accordance with the payment terms (see below). There are no exceptions to this. i.e: If the client decides they no longer require the website, but have commissioned the work, they are still obliged to pay for the work that has been carried out. Non payment may result in legal action being taken if necessary.

Website Changes

Websites designed by Design to Eclipse include a user interface to enable the client to manage the content of the website. Design to Eclipse will provide training to the client to enable them to use the editing interface.

Furthermore where a hosting arrangement exists between 1No1 Design and the client this will include Design to Eclipse help and support via telephone or email at the client request. Such support will be free of made free of further charge.

Search Engine Optimisation

Websites designed by Design to Eclipse will contain appropriate keywords and both content and meta content to be both user friendly and visible to a range of search engines. All sites will be submitted to a range of search engines on completion. No guarantees will be given as to a client's website position in the search engines as the search engines change their ranking algorithms on a regular basis. Additionally, both new sites and competitor sites may be being optimised and submitted everyday.

SEO work carried out by Design to Eclipse aims to increase visibility and ranking, but It is not possible to give a 100% guarantee for any specific result on any search engine, nor can Design to Eclipse quantify the level of increased traffic or sales, as a result of any SEO campaign.

Compatibility

Design to Eclipse will endeavor to ensure that any developed/designed website or application will function correctly on the server it is initially installed on and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 7 and with Mozilla and Opera browsers. Design to Eclipse can offer no guarantees of correct function with all browser software.

Website Hosting Provider

Whilst Design to Eclipse provides hosting accounts, no guarantees can be made as to the availability or interruption of this service. Design to Eclipse cannot accept liability 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 of up to 50% will be requested for a project before any design work is carried out. It is the policy of Design to Eclipse that any outstanding accounts for work carried out by Design to Eclipse are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement.

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. Design to Eclipse will contact clients via email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or Design to Eclipse has not been contacted regarding the delay, access to the related website may be denied and web pages removed. Design to Eclipse may then pass such cases to the Small Claims Court to pursue payment. Non payment can result in county court judgements (ccj's) being added to the clients credit rating.

Complaints Procedure

In the unlikely event that a client experiences a problem with the services provided by Design to Eclipse, the client should raise the matter directly with Design to Eclipse, giving sufficient information to locate the material (such as a url) and clearly outlining the grounds for complaint. Design to Eclipse will then endeavour to resolve the matter to the satisfaction of the complainant.