

Terms and Conditions.

(last updated 17/05/10)

(Please ensure that you read and understand these conditions before paying your advance fee.)

Contract: The client's approval for work to commence shall be deemed a contractual agreement between the client and furious designs. Important: Approval for the work to commence and payment of the advance fee indicates that the client accepts these terms and conditions.

Furious Designs Copyright: furiousdesigns.co.uk holds intellectual copyright of any material, including source code and original images created for the client until payment of the final invoice. At this time we will transfer this intellectual copyright to the client.

Clients Responsibilities with Regard to Copyright: In situations where the client provides images, text, animations, 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 furious designs 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.

Registration Charges: All third party costs arising from the registration of a domain name shall be met by the Client. Furious Designs recommend that clients register their own domain names so that they have full ownership of these but where we have registered a domain name on the client's behalf we agree to transfer this domain name to the client immediately upon request and without charge.

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.

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.

Payment - Advance Fee: An advance fee of 15% of the total cost of the project is required before work can start. Clients should only pay this advance fee if they agree to our terms and conditions. Payment of the advance will be taken as agreement.

Payment - Refund Policy: After work on a website or graphic, logo etc has been commenced, deposits are non refundable.

For all designs listed in the Print Design, you are only paying for the design template, if you would like us to print the design, an extra fee will be charged.

Payment - Final Fee: Once the final product has been created or designed and you are completely satisfied with the final design, we will then send you a final email confirming the final agreed price. After the full amount has been confirmed and placed we will then send you the files via email direct to an address of your choice*.

If the final payment has not been paid within 7 working days of receiving the final email, we have the right to withdraw your order.

*All files are virus checked before being emailed over.

Payment Methods: Unless otherwise agreed, payment is only accepted by all major credit/debit cards or bank transfer, both via paypal.

Please note payment by cash or cheque is acceptable upon request but is not preferred - if you are paying by cheque, the product will not be sent until the cheque has been successfully cleared.

Maintenance Service: A minimum of a one month time period is required to cover all the necessary tasks required and to make sure that the site is up and running in perfect order.

Offers (Displayed with '*' icon): Any offers displayed within the furious designs website are subject to change or withdrawal without notice.

Payment - For the maintenance service, a full fee (pricing depends on time scale) has to be placed before any of the extra work is to be done.

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 furious designs will endeavor to protect it from this as much as we can during its creation, but after the website is handed over we cannot be held responsible for problems caused by illegal activity or the actions of others.

Access to Client Hosting Space: We may require ongoing access to our clients' hosting space 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 handed over. 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.

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 lawyer.

All terms and conditions stated above are subject to change without notice, failure to comply with any of our terms and conditions could result in immediate withdrawal of your order or federal charge.

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