33 CREATIVE DPW TERMS AND CONDITIONS WEB DESIGN

The following terms and conditions apply to all website development / design services provided by 33 Creative DPW Ltd to the Client.

1. Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

2. Charges

Charges for services to be provided by 33 Creative DPW Ltd are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days. 33 Creative DPW Ltd reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all website design services require an advance payment of a minimum of thirty (30) percent of the project quotation total before the work is supplied to the Client for review, this is a non refundable deposit to cover design and development time up to the first proof supplied. A second charge of seventy (70) percent (or the remainder minus the deposit) is required upon completion of the work, prior to upload to the server or release of materials.

Payment for services is due by bank transfer. Bank details will be made available on invoices.

3. Client Review

33 Creative DPW Ltd will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies 33 Creative DPW Ltd otherwise within ten (10) days of the date the materials are made available to the Client.

4. Turnaround Time and Content Control

33 Creative DPW Ltd will install and publicly post or supply the Client's website by the date specified in the project proposal, or at date agreed with Client upon 33 Creative DPW Ltd receiving initial payment, unless a delay is specifically requested by the Client and agreed by 33 Creative DPW Ltd.

In return, the Client agrees to delegate a single individual as a primary contact to aid 33 Creative DPW Ltd with progressing the commission in a satisfactory and expedient manner.

During the project, 33 Creative DPW Ltd will require the Client to provide website content; text, images, movies and sound files.

5. Failure to provide required website content:

33 Creative DPW Ltd is a small business, to remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. If your project involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information and subsequently fail to do within one week of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately.

NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

Using our content management system you are able to keep your content up to date yourself.

6. Additional Expenses

Client agrees to reimburse 33 Creative DPW Ltd for any additional expenses necessary for the completion of the work. Examples would be purchases of special fonts, stock photography etc.

7. Web Browsers

33 Creative DPW Ltd makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer, Google Chrome, etc.). Client agrees that 33 Creative DPW Ltd cannot guarantee correct functionality with all browser software across different operating systems.

33 Creative DPW Ltd cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, 33 Creative DPW Ltd reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

8. Indemnity

All 33 Creative DPW Ltd services may be used for lawful purposes only. You agree to indemnify and hold 33 Creative DPW Ltd harmless from any claims resulting from your use of our service that damages you or any other party.

9. Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants 33 Creative DPW Ltd the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting 33 Creative DPW Ltd permission and rights for use of the same and agrees to indemnify and hold harmless 33 Creative DPW Ltd from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to 33 Creative DPW Ltd that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

10. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered on memory stick or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by 33 Creative DPW Ltd to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

11. Design Credit

A link to 33 Creative DPW Ltd will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied. The Client also agrees that the website developed for the Client may be presented in 33 Creative DPW Ltd's portfolio.

12. Access Requirements

If the Client's website is to be installed on a third-party server, 33 Creative DPW Ltd must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

13. Post-Placement Alterations

33 Creative DPW Ltd cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

14. Domain Names

33 Creative DPW Ltd may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of 33 Creative DPW Ltd. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

15. General

These Terms and Conditions work alongside Terms and Conditions of Consultancy only and. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

16. Social Media Management

Social Media Marketing and Management is defined as helping a client to promote their products or services through social media channels. 33 Creative DPW will honour the components of your chosen social media package, providing an agreement to a minimum 3 months contract is served and monthly payments are received in advance. In the event that payment is not received on time, we regret that further work will be halted until this is rectified.

17. Governing Law

This Agreement shall be governed by English Law.

18. Liability

33 Creative DPW Ltd hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of 33 Creative DPW Ltd to the Client in respect of any claim whatsoever or breach of this Agreement or that of Terms and conditions of consultancy, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

19. Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision.