

Web Design terms and conditions

General

Organic Solutions will carry out work only where an agreement is provided either by email, telephone, mail, facsimile, Or online sign up. Organic Solutions will carry out work only for customers who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Organic Solutions and the customer; this includes telephone and email agreements.

Website Design

Whilst every Endeavour will be made to ensure that the website and any scripts or programs are free of errors, Organic Solutions 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 Organic Solutions until all outstanding accounts are paid in full.

Scripts & Scripting

Any scripts, CGI applications, PHP scripts, ASP scripts, or any other scripts or software (unless specifically agreed) written by Organic Solutions remain the copyright of Organic Solutions and may only be commercially reproduced or resold with the permission of Organic Solutions.

Customers Responsibilities with Regard to Copyright

In situations where the customer provides images text and animations for their website they are legally responsible for ensuring that this material does not infringe any copyright. Organic Solutions cannot take responsibility for any copyright infringements caused by materials submitted by the customer. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Certain images provided by Organic Solutions in the construction phase of the project may have been purchased under license from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in publicity material unless express permission is given.

The website owner is legally responsible for ensuring that this does not happen. If you require the use of any images from the site for other purposes please contact us for clarification, where we will assist you.

Organic Solutions Intellectual Copyright:

Organic Solutions will hold intellectual copyright of any material, including any source code and original images created for the project until payment of the final invoice. At this time it will become the property of the customer.

Cancellation

Should the customer 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.

Liability

Organic Solutions will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Organic Solutions will not be liable or become involved in any disputes between the site owner and their customers and cannot be held responsible for any wrongdoing on the part of a site owner.

Organic Solutions will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the customer or any of the customers appointed agents.

Organic Solutions 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.

Search Engine Listing and Promotion

The order in which websites are ranked in the natural search results is controlled by the three main leading search engines. Whilst every effort will be made to ensure your site is fully optimised during the design process, we are unable to make any guarantees about the position your site will be ranked in.

Organic Solutions are not responsible for the customer's on-going web site promotion. Should the customer require the site to be promoted on an ongoing basis a separate service must be purchased. You can review our extended services directly from our portal at any time.

Quotations

The price quoted to the customer is for the work agreed on the quotation only. Should the customer decide that changes are required after work on the website commences, then we will accept these changes with the provision that additional charges may have to be negotiated.

Future Support

The website is provided to and accepted by the customer as a fully functioning, completed work. Organic Solutions is not responsible for future support. This can normally be provided upon request and will be charged at our fixed hourly rate.

Future Site Problems

Unfortunately malicious software, spyware, viruses and website hacking are facts of life in the current world wide web. It is however highly unlikely that these will affect your website and continuing operations. Your web hosting provider is fully responsible in ensuring your hosting environment remains secure and uncompromised.

Organic Solutions will however endeavor to protect your site using clean, safe and efficient coding. We cannot be held responsible for problems that develop on sites after we have handed them over to the customer.

Compliance with Ecommerce, Accessibility or Other Regulations

We design websites in accordance with the customer's specifications. It is the customer's responsibility to ensure that the website and its content comply with current regulations and do not infringe on any copyright law.

Organic Solutions cannot be held responsible for any breach in these regulations or copyright law, and will be held non accountable for such actions.

It is the legal responsibility of the client to ensure they comply in full with all legal regulations and copyright laws.

Database, Application and E-Commerce Development

Organic Solutions cannot take responsibility for any losses incurred by the use of any software created for the customer. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the customer in ensuring that all software is functioning correctly before use.

Where applications or sites are developed on servers not recommended by Organic Solutions, the customer is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the customer's responsibility to provide a suitable testing environment which is identical to the final production environment.

The customer is expected to test fully any application or programming relating to a site developed by Organic Solutions before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Organic Solutions will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

Compatibility

Organic Solutions will endeavor to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 9 or above and to an acceptable level with Mozilla browsers. Organic Solutions can offer no guarantees of correct functionality with all browser software.

Customer Provided Content

The customer agrees to make available as soon as is reasonably possible to Organic Solutions all materials required in completing the site to the agreed standard and within the set deadline.

On any occasion where we cannot progress your website because you have not provided the required information when you have agreed to do so, and we are delayed as result, we reserve the right to impose a surcharge of up to a maximum £50.

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

Organic Solutions reserves the sole right to waive any such restrictions for customer provided information at any time and this clause will not apply if previously agreed with a design specialist who is authorised to represent Organic Solutions.

Live Examples

Organic Solutions will use your website on our live examples page once work has been completed. You agree for us to do so during the signup process before we commence work on your project.

Organic Solutions will only use the finished project that we hand over to you the customer. We will not make any changes since work was completed. Our live examples are provided on an as is basis to further supplement our design portfolio.

Organic Solutions will not be held accountable for any content that these examples may contain.

You cannot change your mind once the initial agreement has been made, Organic Solutions will ignore any requests for the removal of your site from our live examples page.

Design Fees

Organic Solutions charges a web design rate of £15 per hour, this rate is non-negotiable.

Advanced Payment

An advance of the initial design fees are required complete with 5 hours minimum payment of work, this cost is not negotiable and is required before any work can commence. After work commences this is non-refundable, work commences as soon as your payment is received.

A refund of an advanced payment will only be provided if the projected works are completed in under the timescale value of £100.

Advanced costs will have been discussed during the quotation stage, and may not apply to all our customers in every instance. Your design specialist will discuss this with you.

Existing web design customers are exempt from such advanced payments if previously discussed with their design specialists, a pre authorisation charge will be required of £1 for all new design projects that may commence.

Final Payment

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e. if the customer 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. Nonpayment will result in legal action being taken if necessary.

Guidelines

You agree to be bound by the Organic Solutions General Terms and Conditions, as amended from time to time, which is hereby, incorporated and made a part of this Agreement by reference. The General Terms and Conditions can be found at <http://www.organicsolutions.eu/?p=legal/index>.

Policy Changes & Updates

Organic Solutions reserves the right to update or change any of the policy's made available on this site at any time without warning.

We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website/Services following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

Please Note: by Signing up for or using any of our services you agree to be bound by all Organic Solutions terms and conditions. These can be viewed at our corporate site <http://www.organicsolutions.eu/?p=legal/index>