

Definitions

The Client: The company or individual requesting the services of Cleverwoof.

Cleverwoof: Cleverwoof Limited is the primary designer, employees, associated companies or affiliates.

General

Cleverwoof will carry out work only where an agreement is provided either by email, telephone, mail or fax.

An 'order' is deemed to be a written or verbal contract between Cleverwoof and the client, this includes telephone and email agreements.

1. Website Design

Whilst every endeavour will be made to ensure that website design and/or print and any scripts or programs are free of errors, Cleverwoof 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 Cleverwoof until all outstanding accounts are paid in full.

Any Design, scripts, cgi applications, php scripts, or software (unless specifically agreed) written by Cleverwoof remain the copyright of Cleverwoof and may only be commercially reproduced or resold with the permission of Cleverwoof.

Cleverwoof accepts no liability for any copyright infringements caused by materials submitted by the client or used by the client in the future on their website.

We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any coding additions to website briefs provided will be carried out at the discretion of Cleverwoof and may carry an additional cost.

Where no charge is made by Cleverwoof for such additions, Cleverwoof accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

Regardless of time taken, any additional works carry a minimum charge of 1 hour currently at £40 per hour

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

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

Cleverwoof will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. e.g. any disputes regarding content/images that have been provided to us for inclusion on the site.

Cleverwoof 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.

Cleverwoof 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.

Cleverwoof will not be liable for any direct, indirect, consequential, special and exemplary damages, or any damages whatsoever, stemming from the use or performance of a client website or from any information, products and services provided through client sites, even if this website has been advised of the possibility of such damages.

- In the absence of any negligence or other breach of duty by us, your use of our client websites is entirely at your own risk.
- If we are in breach of the arrangements under this agreement, we will not be responsible for any losses that you suffer as a result.
- We do not have any liability of any sort (including liability for negligence) for the acts or omissions of providers of telecommunication services or for faults in or failures of their networks and equipment.

Cleverwoof will place footer text linked to the Cleverwoof website to all websites created by Cleverwoof unless expressly agreed prior to contract. This linked text may not be removed and must remain in place at all times. Any removal of such link will place the client in breach of our terms.

Payment Terms

Cleverwoof requires a non-refundable deposit of 50% upon forming of the contract on all of our projects and before any design work will be carried out.

The remaining 50% balance will be due when the finished website goes live online. For large projects, payment extension terms with stage payments may be granted.

Website development time can run from approximately 3 to 6 weeks. A shorter development time may be possible but will attract a rush premium. Due to complexity, Ecommerce development can run to 10 weeks or more.

The date of completion will be deemed as the date the design of the site has been completed to a sufficient state in order to hand over to the client in either a fully completed, or fully designed solution awaiting clients input of data. Cleverwoof will not accept delay in payment due the client not fulfilling their content obligation.

The client remains fully liable for the full design and development costs in full whether they choose to complete the project or not. Upon full payment, it is deemed that the project has been completed to the client's satisfaction and no refunds can be offered.

Database, Application and E-Commerce Development

Cleverwoof cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that any third party software they introduce is functioning correctly before use.

Any scripts, applications or software (unless specifically agreed) written by Cleverwoof remain the copyright of Cleverwoof and may only be commercially reproduced or resold with the prior permission of Cleverwoof.

Website Hosting

Cleverwoof provide a range of website and email hosting and are a UK authorised reseller of such, we recommend our own solutions due to reliability and history of compatibility of softwares used.

Basic Email (POP3/IMAP) is included in the monthly hosting charge. Roving SMTP (sending) and hosted Microsoft Exchange email is available at additional cost.

You may opt to have your site hosted elsewhere, where applications or sites are developed on servers not supplied by Cleverwoof, the client 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 client's responsibility to provide a suitable testing environment which is identical to the final production environment.

Cleverwoof accepts no liability and cannot provide technical support for any issues or errors occurring from third party hosting solutions.

Payment for Cleverwoof hosting is charged on a monthly or annual basis. Failure to pay hosting charges when due will result in immediate suspension of the website until such time that any arrears for hosting are brought up to date.

Please note – If suspension is required this may cause adverse effects to your current search engine listings, Cleverwoof will not accept any such liability due to any adverse effect suspension may cause.

Where "bugs", errors or other issues are found after the site is live, Cleverwoof will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief

Compatibility

Cleverwoof will endeavour 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 and to an acceptable level with Mozilla browsers, such as Firefox. Cleverwoof can offer no guarantees of correct function with all browser software as they are constantly changing.

Cleverwoof reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate any web hosting service we provide for clients should the necessity arise.

Website Optimisation (SEO)

Due to external factors, such as changes to the way search engines rank websites, we cannot offer any form of guarantee regarding the position we will achieve for websites.

The process of optimising websites itself will bring in more traffic and hits and you'll see visits increase to your site naturally. We cannot accept liability for any change in rankings, or drop off in the position of your website due to changes in the algorithms of the search engines or the factors that they use to rank websites.

We use 'white hat techniques' when optimizing websites and always aim to achieve a top ten ranking for your website within six months of undertaking the optimisation process. Due to the work involved payment is generally required in advance and we are unable to offer a refund of any monies to clients in relation to this type of work.

Marketing

By entering into this contract you are giving Cleverwoof express and unconditional use of your websites images and screen grabs to be used in any marketing material that Cleverwoof choose to use.

A link to Cleverwoof's website/websites will be placed in the footer of each website we design. You agree to not amend or remove this footer link for the duration in which you use our design works.

2. Print and Design

Price and timings

Prices may vary subject to sight of your artwork.

The prices shown on our website or elsewhere may or may not include UK value added tax. The VAT rate varies depending upon the type of products you purchase and may vary over time. If VAT is required on your order, we will endeavour to inform you of the applicable VAT rate before we accept your order.

Prices are liable to change at any time, but any changes will not affect orders which have already been agreed.

Quotes are valid for 2 weeks (except in relation to our express service which is valid only at the time of ordering/confirming). Timed estimates can change up to the point when they are confirmed.

We will use all reasonable efforts to deliver work on time, but any delivery day specified is an estimate and no liability is accepted for any loss arising from delay or error in the delivery of the goods.

Payment

We require payment in advance before commencement of the work.

Where we require payment following completion of the work, we may invoice each order at any time after receipt of your order, and you agree to pay any such invoices within the agreed time following the date of the invoice.

Customer accounts will be subject to credit limits which we may vary from time to time in our absolute discretion.

We may withhold work and/or terminate our agreement with you, if the price is not received from you in full, on time, in cleared funds.

Payment for all work must be made by bank transfer or credit or debit card to the account that we notify to you.

In the event of late payment, interest of 8% above the Bank of England base rate, plus an administration fee of £40 for debts up to £1000, £70 for debts from £1000 to £10,000, and £100 for debts over £10,000 and a debt recovery fee of 10% shall be added to any overdue amount.

Completion of work

We will use reasonable endeavours to complete work within 8 working days of the date of confirmation of completion of your work. However, we cannot guarantee delivery by the relevant date. We do however guarantee that unless there are exceptional circumstances all deliveries will be dispatched within 30 days of the later of receipt of payment and the date of confirmation of completion of your work.

Passing of title and risk

The goods will be at your risk from the time of delivery.

All goods, delivered or not, remain our property until payment is received in full. Until such time as payment is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment for such goods we may remove from your possession those goods belonging to us in accordance with these conditions and we shall be entitled to enter upon the property where the goods are stored to repossess and remove them.

Cancellation and refunds

We may choose to reprint any defective work, in which case we shall not be liable to make any refund.

If you wish to cancel an order, you will be liable to pay any costs incurred for work already carried out up to the date when written cancellation is received by us.

Consumers will not have a right to cancel any order under the Consumer Protection (Distance Selling) Regulations 2000, because the products under this agreement are products which are made to the your specifications and/or clearly personalised.

Artwork checks and Proofs

Customers' supply their own artwork in digital form entirely at their own risk, Cleverwoof Ltd. cannot be held liable for any errors whatsoever arising from the printing from customer supplied files. Design and artworks produced by Cleverwoof Ltd. are produced in such a way as to reduce errors. Any print or production errors from Cleverwoof Ltd. produced designs and artworks will be corrected if deemed appropriate in each case. Please check thoroughly your proof if requested (*additional charge*), as once approved it is deemed correct and ready to go to print, and is the responsibility of the customer.

Defective products

If we agree that the products are not of satisfactory quality, or do not materially conform to your instructions or artwork, we may choose either: reprint the work; or provide you with a full refund (or a refund in regard to that part of the work which is defective).

All claims with regard to the quality or quantity of the goods shall be made in writing to us so as to reach us within 10 working days of receipt of goods, otherwise such goods shall be deemed to comply as to quality and quantity within the terms of the contract.

Where you wish to make a claim of defective work, you must on our request return the defective products to us within 14 days after discovery of the defective item.

Limitations of liability

Whilst we endeavour to ensure that the information on this Website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the Website remains available or that the material on the Website is kept up-to-date.

To the extent permitted by applicable law we exclude all representations, warranties and conditions relating to the Website and any work undertaken by us.

We are not liable for any indirect or consequential loss or damage arising, whether arising in tort, contract, or otherwise and we are not liable for any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings arising.

Nothing in these terms and conditions shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

Except in relation to defects in the goods causing death, injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods or work undertaken.

We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure.

You agree to indemnify us and hold us and our employees harmless from any claims, demands, liabilities or proceedings arising from any breach of third party rights in the printed material ordered, including but not limited to copyrights, and you will indemnify us in respect of any costs, expenses and fees, including but not limited to legal fees we may incur in connection with the above.

Force majeure

We are not responsible for failure or delay in the carrying out of our obligations due to any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any circumstances outside our control and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you.

Variation

We may revise these terms and conditions from time-to-time. Please check this page regularly to ensure you are familiar with the current version.

Entire agreement

These terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our Website and any work undertaken for you, and supersede all previous agreements in respect of your use of this Website.

Law and jurisdiction

This notice will be governed by and construed in accordance with English law, and any disputes relating to this notice shall be subject to the exclusive jurisdiction of the courts of England.

Your Privacy

We do not share or sell any of your details with third party companies, without your express permission and we will only email you or contact you about work related matters.

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