

Terms & Conditions

Upon employing Designs By Descent to provide website design, domain registration, hosting and other services it is deemed you have read these terms and conditions of business and agreed to be bound by them.

1.1 Definitions:

Company: Designs By Descent

Client: The business, organisation or individual for which the Company has agreed to provide Products or Services.

"We", "us", and "our" are references to Designs By Descent;

"You", "your" and "client" are references to the person paying for services from Designs By Descent having entered into this agreement;

Services: Work performed by the Company for or on behalf of the Client.

Products: Tangible goods created by the Company (e.g. web pages, photographs, animations and graphics) or provided by the Company for the Client (e.g. website hosting and domain names).

"Services" are web hosting, domain registration, outsourced support, email and other services or facility provided by us to you;

"Server" is the computer equipment operated by us in connection to the services provided;

"Order" means a request made by the client to us for services to be supplied subject to these conditions;

"Charges" are the charges payable by the client for the provision of services, details of which can be found on www.designsbydescent.co.uk and may vary from time to time.

1.2 Obligations:

The Company shall provide the agreed Services and Products to the best of its ability and shall take all reasonable steps to comply with any timetable or other targets for progress/delivery/completion which have been agreed with the Client.

The Client shall provide the Company with all requested information and data required to provide the required Services or Products to allow it to comply with the above conditions.

1.3 Limitation of Liability:

The Client agrees that the Company shall, under no circumstances, be liable for any damages resulting from loss of income or profits arising from failure to provide the agreed Services or Products whether the fault lies with the Company or not.

The Company accepts no liability for loss or damage to the Client arising from any material, data or instructions supplied by the Client or on Clients behalf which is incomplete, inaccurate, illegible, in the wrong form or arising from late arrival or non-arrival or any other fault by the Client.

The Client agrees to indemnify the Company and shall hold it harmless from and against all loss, penalties, damages, liability, claims or expenses whatsoever arising in any way by the Client infringing, whether knowingly or otherwise, third party rights. The Company acts in the capacity of an authorised reseller for third party products and services (including domain registration, website hosting / email servers). The Company cannot and will not be held responsible for such goods and services provided by any third party.

The Company will not be responsible for any claimed damages, which may result from servers going offline, or being unavailable for any reason. This includes damages which may result from the corruption or deletion of data. The client agrees to indemnify and hold the Company and its partners harmless from any claims and damages, including but not limited to consequential damages resulting from the use of the service which damages the customer or any other party.

1.4 Charges:

The Company will issue the Client with a quotation detailing the applicable charges prior to the provision of Services or Products. The Company reserves the right to change prices of Products and Services at any time, and without notice. However, all pricing is guaranteed for accepted quotations and pre-paid services.

All charges payable by you for the Services/Products shall be in accordance with the scale of charges and rates available on request and shall be due and payable in advance of provision of the Services/Products. All charges must be paid by the Client on or before the due date as specified on the fee invoice. All Products and Services remain the property of the Company until the Client has made payment in full.

All charges are non-refundable. The Company reserves the right to cancel the service at any time. In this event Clients will be entitled to a pro-rata refund on annual hosting charges based upon the remaining period of pre-payment. If a Client contravenes the terms of service or acceptable use policy a refund will not be issued in the event of a cancellation.

1.5 Late Payment:

We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

1.6 Disputes:

All overcharges or billing disputes must be reported within 28 days of the time the dispute occurred.

1.7 Termination:

The agreement between the Company and the Client may be terminated immediately:

- a) By the Company upon written (post or email) notice to Client - reason for termination stated (noting 1.4, para 3).
- b) By Client upon written (post or email) notice to the Company - reason for termination stated (noting 1.4, para 3).
- c) By the Company if the Client fails to pay any fees due within the settlement period stated on an invoice.
- d) By the Company if the Client goes into liquidation, becomes bankrupt, or ceases trading for any reason.

1.8 Design Credit:

A link to www.designsbydescent.co.uk will appear in either small type or by a small graphic at the foot of each page comprising the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. The Company also reserves the right to include details (including web page image) of any website designed by it

for a Client on the Company website www.designsbydescent.co.uk such as within the portfolio section.

1.9 Search Engine Promotion:

The Company will submit the Client's website to several of the major search engines (cost free submissions) as part of the service and will make every reasonable effort to promote the website effectively but cannot and does not guarantee high rankings in search engine results. The Company can accept no responsibility or liability if any search engine, online directory or search site submitted to chooses not to list a Client's web site. After the initial submission, any further submissions requested by the Client shall be chargeable.

1.10 Technical Support:

The Client agrees that the Company is not obliged to offer ad-hoc telephone support regarding server, email or general IT matters as part of the Service, although in some cases, telephone support may be offered but depending on the nature, duration and frequency of calls, this service may be subject to the payment of additional fees (e.g. hourly rate charged pro-rata).

The Company shall provide free and unlimited support via email to the best of its ability on matters directly relating to the Client's hosting account and website (if provided by us) for as long as the Client uses the Company service to host the website.

1.11 Communication:

Any notice or other communication to be given by either party under these conditions must be in writing (verbal notice is not sufficient) and be by first class post or e-mail to the last known postal or e-mail address of the other party. Where notice is given by sending in this manner it shall be deemed to have been received by the other party. To prove the giving of a notice it shall be sufficient to prove it was dispatched.

1.12 Copyright:

Copyright to the finished web pages produced by the company is retained by the company. The client is assigned rights to use as a website the design, graphics and text contained within the finished website. Rights to photos, graphics, source code, are not transferred to the client, and remain the property of their respective owners.

1.13 Web Hosting:

The sending of Unsolicited Commercial Email (SPAM) through our servers promoting any website or through third party servers promoting a website hosted by us can result in the suspension or termination of the client's web hosting account without refund. Mailing lists may be operated as long as individuals choose to subscribe to receive mailings via clear 'opt in' methods and a strict removal procedure is published in all mailings. 'Safe Lists' and other advertising related mailing lists may not be operated. Any complaints received are taken seriously and will be investigated.

Under no circumstances must our servers be used for the hosting or communication of, reference to or linking to any of the following:

- Nudity, pornography, anything of a sexual, lewd, or obscene nature;
- Violations of any copyright or any other right of any third party;
- Threatening, abusive, harassing, defamatory statements;
- Promotion of illegal activities (hacking, cracking, etc);
- Information or software containing or about any kind of virus;
- Hate speech or hate propaganda;

The collection of personal information for illegal purposes;
Content deemed by us at our sole discretion to be harmful to us;

1.14 Privacy

In order to provide you with the services we offer we may request information from you. We respect your privacy and will protect the information that you provide. Any information you provide through our web site may be used in the following ways:

In order to contact you.

To deliver services that you purchase.

To alert you to product upgrades, special offers, updated information and other new services.

To provide other companies information in order to fulfill your purchase requirement particularly in regard to delivery companies where only the minimum information required will be given in order to fulfill the delivery.

To disclose the information if required by law.

Your information will not be passed on to any third parties without your permission, other than those listed above. We also protect your data from misuse, unauthorised access, disclosure, or alteration.

1.15 Force Majeure:

The Company shall not be liable for any delay or failure in performance of obligations which are due to, or results from, any acts, events, omissions, happenings or non-happenings beyond our reasonable control including acts of God, strike, work stoppages, government regulations, acts or directives, war, riot, fire, flood, civil commotion, equipment or facilities shortages or delays which are experienced by providers of internet services generally, or any circumstances beyond the control of the Company.

We reserve the right to add, delete, or modify these Terms and Conditions, our website design packages, prices and website at any time with notice provided via www.designsbydescent.co.uk. All clients are encouraged to check this document at least once a month to ensure they are aware of any changes.

© 2004 - 2005 Designs By Descent - Last Revised 7th October 2006