Allabout Sites Web-Design Terms & Conditions

The following terms and conditions apply to all website development / design services provided by AllAbout Sites 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 AllAbout Sites are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days. AllAbout Sites 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 a non-refundable deposit payment of a minimum of fifty (50) percent of the project quotation total prior to project commencement. The remaining fifty (50) percent of the project quotation total due upon publication or the agreed deadline, whichever is sooner.

Total costs for projects cancelled after the deposit stage is £50 per hour for development, design and build and £25 per hour consultation / other services outside the afore mentioned. Should these exceed the amount of the deposit they become due immediately. As previously stated the deposit is non refundable.

3. Client Review
AllAbout Sites will provide the Client with a link to review the site appearance and content 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 AllAbout Sites otherwise within three working (3) days of the date the materials are made available to the Client.

4. Turnaround Time and Content Control
AllAbout Sites will supply and publish the Client's website by the date specified in the project proposal, or at date agreed with Client upon AllAbout Sites receiving initial payment, unless a delay is specifically requested by the Client and agreed by AllAbout Sites. In return, the Client agrees to delegate a single individual as a primary contact to aid AllAbout Sites with progressing the commission in a

satisfactory and expedient manner. During the project, unless otherwise agreed, AllAbout Sites will require the Client to provide website content; text, images, movies and sound files as agreed at commencement.

5. Failure to provide required website content:

AllAbout Sites 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 line with discussions. 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 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.

6. Payment

Invoices will be provided by AllAbout Sites upon completion and publication. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due.

7. Additional Expenses

The client agrees to reimburse AllAbout Sites for any agreed additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

8. Web Browsers

AllAbout Sites 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, Microsoft Edge, Google Chrome, etc.). Client agrees that AllAbout Sites cannot guarantee correct functionality with all browser software across different operating systems.

AllAbout Sites 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, AllAbout Sites 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.

9. Default on Hosting Invoices

Hosting is an annual fee and is due 7 days prior the anniversary of the first publication date. If the account is unpaid AllAbout Sites will begin the process of closing down the site. The site in question will display a 'Website Closed' message and subsequently the site will be 'taken down'.

Once a site has been taken-down, should the Client want a copy of their files these can be provided at a cost of £150. They will be provided in a Zipped format. These will be available for 30 days post the invoice due date.

NOTE: Form data and CMS content will not be available for transfer.

If the Client in default maintains any information or files on AllAbout Sites Web space, AllAbout Sites will, at its discretion, remove all such material from its web space. AllAbout Sites is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay AllAbout Sites reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by AllAbout Sites in enforcing these Terms and

10. Termination
Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice.

The Client will be invoiced for design work completed to the date of first notice of cancellation for payment. Total costs for projects cancelled after the deposit stage is £50 per hour for development, design and build and £25 per hour consultation / other services outside the afore mentioned. Should these exceed the amount of the deposit they become due immediately. As previously stated the deposit is non refundable.

11. Indemnity
AllAbout Sites services may be used for lawful purposes only. You agree to indemnify and hold AllAbout Sites harmless from any claims resulting from your use of our service that damages you or any other party.

12. Copyright
The Client retains the copyright to data, files and graphic logos provided by the Client, and grants AllAbout Sites 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 AllAbout Sites permission and rights for use of the same and agrees to indemnify and hold harmless AllAbout Sites 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 AllAbout Sites that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

The website-design remains the property of AllAbout Sites and unless otherwise agreed, may be re-used for other clients and will be used for Marketing purposed.

13. 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. Images should be provided in .png or .jpg

14. Design Credit

A link to AllAbout Sites 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 AllAbout Sites portfolio.

15. Hosting Requirements

Unless specifically agreed with the client at project commencement all sites will be hosted by AllAbout Sites through AWS/Cloudflare. If agreement is made to host elsewhere the files will be made available to the client.

16. Post-Placement Alterations

AllAbout Sites 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.

17. Domain Names

AllAbout Sites 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 AllAbout Sites. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

18. General

These Terms and Conditions supersede all previous representations, understandings or agreements.

19. General

The Client agrees that an HTML page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of HTML code by Internet browser software. The Developer agrees to try to match the design as closely as is possible when building the code. During a website project it is important that the Client communicates information to the Developer to achieve the required result.

20. Privacy

The Developer and any third-party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998. This information will also be used to identify the Client in communications with them and to contact the Client from time to time to offer them services or products that may be of interest to or benefit the Client.

21. Governing Law
This Agreement shall be governed by English Law.

22. Liability
AllAbout Sites 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 AllAbout Sites to the Client in respect of any claim whatsoever or breach of this Agreement, 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.

23. 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, which comes closest to the intention of the parties underlying the invalid,