

PracticallyCreative - Terms & Conditions

The following Terms and Conditions of Service apply to all products and services provided by Practically Creative Ltd (hereinafter referred to as PC) and in the event of any dispute are governed by the laws of England.

All work is carried out by PC on the understanding that the client has agreed to our terms and conditions.

Copyright is retained by PC on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of designs is presented and one is chosen for your project, only that solution is deemed to be given by us as fulfilling the contract. All other designs remain the property of PC, unless specifically agreed in writing.

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 and work commences 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 PC are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days . PC reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Charges for design services to be provided by PC will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, the quoted fee will become immediately due. Unless agreed otherwise with the Client, all design services requires a minimum initial payment of fifty (50) percent of the project quotation total before the work commences.

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

3. Turnaround Time and Content Control

PC 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 PC receiving initial payment, unless a delay is specifically requested by the Client and agreed by PC.

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

During the project, PC will require the Client to provide website content; text, images, videos and sound files unless otherwise agreed in the quote.

4. Failure to provide required website content

PC 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.

You must provide all the required information in advance. On any occasion where progress cannot be made to a website due to delays in the required information in the agreed time frame, all progress will be delayed as a result, we reserve the right to impose a surcharge of up to 25%. For example: 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. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.

REQUIREMENT: Text content should be delivered as a Word (.doc), 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.

5. Source Files

PC will supply proofs and PDF files as appropriate for printing, or other graphic files as detailed in the job scope or request.

The release of copyright design source files is not covered by initial charges for design work. If these files are required, this can be negotiated with PC. This may be subject to an additional charge or separate quotation.

PC reserve the copyright and licensing to all code developed during a project, unless negotiated during the initial quotation.

6. Payment

Invoices will be provided by PC upon acceptance of quote. Invoices are sent via email and are due upon receipt.

Any invoice queries must be submitted by email within 14 days of the invoice date.

Accounts which remain outstanding for 30 days after the date of invoice, will incur a late payment interest charge at the Bank of England Base Rate plus 8% on the outstanding amount from the date due until the date of payment.

Payments may be made by bank transfer.

Publication and/or release of work done by PC on behalf of the client, may not take place before cleared funds have been received.

7. Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice. PC shall be entitled to remove PC 's and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine optimisation, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount.

Customers whose accounts become default agree to pay all PC 's reasonable legal and accounting expenses and third party collection agency fees in the enforcement of the debt and these Terms and Conditions.

8. Charges for Other Services

Charges for any additional services requested during the project that are over and above the estimated time or out of scope, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

9. Additional Expenses

Client agrees to reimburse PC for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

10. Web Browsers

PC 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 and latest version of browsers (e.g. Firefox, IE 10, Edge, Google Chrome, etc.). Client agrees that PC cannot guarantee correct functionality with all browser software across different operating systems.

PC 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, PC 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.

11. Termination

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until and unless confirmed in writing (Email). The Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

12. Copyright

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

13. Alterations

The customer agrees that changes required over and above the estimated work, or in addition to the agreed scope, or where the client makes changes to the supplied copy or changes required to be carried out after acceptance of the draft design, will be liable to a separate charge.

The customer also agrees that PC holds no responsibility for any amendments made by any third party, before or after a design is published.

14. Standard Media Delivery

The client agrees to PC's definition of acceptable means of supplying data to the company.

Text is to be supplied to PC in electronic format as standard text (.txt), Word (.doc) or via e-mail or shared folder. Supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages.

Images which are supplied in an electronic format are to be provided in a format as prescribed by PC via e-mail / FTP. Images must be of a quality suitable for use without any subsequent image processing, and PC will not be held responsible for any image quality which the client later deems to be unacceptable.

PC cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services, colour correction and alteration of images

15. Licensing

Any design, copywriting, drawing, idea or code created for the customer by PC, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of PC and any of its relevant sub-contractors.

All design work – where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use.

PC will not be held responsible for any and all damages resulting from such claims.

PC is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold PC responsible for any such loss or damage.

Any claim against PC shall be limited to the relevant fee(s) paid by the customer.

16. Design Credit

A link to PC 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. When total development charges are less than £5000, a fixed fee of £500 will be applied. The Client also agrees that the website developed for the Client may be presented in PC's portfolio.

17. Access Requirements

If the Client's website is to be installed on a third-party server, PC 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.

The client agrees to allow PC all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords.

The customer also agrees to allow PC access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to supply PC with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

18. Design Project Completion

PC considers the design project complete upon receipt of the customer's signed Approval form or sign-off email. Other services such as printing, display panel production, filmwork, website uploading, publishing etc either contracted on the client's behalf constitute a separate project and can be treated as a separate charge.

19. Website design only

PC require that a template is approved by the customer before coding of a site commences. Once the template(s) for the web site are approved by the customer, coding will commence; any changes to navigation items, colours, structure or content that require changes to the template will incur an additional charge.

Once web design is complete, PC will provide the customer with the opportunity to review the resulting work. PC will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to PC by e-mail.

PC will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

20. Hosting websites

PC offers a limited hosting services through an out-sourced virtual server. PC does not guarantee continuous service and will accept no liability for loss of service, whatever the cause.

PC may request that clients change the type of hosting account used if that account is deemed by PC to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for hosting on PC's virtual server are due at the commencement of any period of service and are non-refundable.

Fees due to third party hosting organisations are the responsibility of the client and PC are not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the customer / domain owner.

21. Domain Registration

PC cannot guarantee the availability of any domain name. Where PC is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

22. Search Engine Optimisation

Due to the infinite number of considerations that search engines use when determining a site's ranking, PC cannot guarantee any particular placement.

Placement by any search engine cannot be guaranteed, as search results vary from one search engine to another, rankings will vary from engine to engine. Rankings will also vary as new sites are added.

PC will provide weekly analytics and feedback during SEO contracts. Changes and ongoing work to websites will incur additional charges unless subject to prior negotiation.

23. Social Media Management

Social Media Marketing and Management is defined as helping a client to promote their products or services through social media channels. PC 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, further work will be halted until this is rectified.

24. Rights of Refusal

PC will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. PC also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that PC does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the customer is obliged to allow PC to remove the contravention without hindrance, or penalty. PC is to be held in no way responsible for any such data being included.

25. Disclaimer

PC makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. PC will not be held responsible for any and all damages resulting from products and/or services it supplies. PC is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold PC responsible for any such loss or damage. Any claim against PC shall be limited to the relevant fee(s) paid by the customer.

PC reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. PC will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

26. General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. PC reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.