

Orchid Website Design Terms & Conditions

Definitions:

The Client, You, Your: The company or individual requesting the services of Orchid.

Orchid, Us, We: Website designer / host, & employees or affiliates.

By placing an order with Orchid, you confirm that you are in agreement with and bound by the terms and conditions below.

General

Orchid will carry out work only where an agreement is provided by a client-signed contract. Orchid will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written contract between Orchid and the client. Orchid will carry out work only where a setup fee has been paid by the Client for the work, unless otherwise agreed at Orchid's discretion.

Orchid reserves the right to decline further work for a client if they have a history of bad payments, or have existing invoices outstanding with Orchid.

Orchid reserves the right to remove sites where clients have not kept up to date with due payments.

Website Design

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

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

Orchid cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to the brief will be carried out at the discretion of Orchid and where no charge is made by Orchid for such additions, Orchid 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.

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

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

Orchid 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. eg. Any disputes re content/images that have been provided to us for inclusion on the site.

Orchid 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.

Orchid 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.

Payments

A setup fee of £199+VAT is required with any standard project before any design work will be carried out. This figure is non-refundable once work has started on your project.

Once a website has been designed and completed, monthly payments will then scheduled to start in accordance with our payment terms. This is to be paid by standing order (Bank details on request) or by cheque or credit card. There are no exceptions to this, i.e If the client 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. Non payment will result in legal action being taken if necessary.

Clients agree to a minimum contract period of 12 months. Cancellation before the end of a 12 month period by the Client will result in the Client being invoiced for the remainder of the 12 month period.

If a client would like to pay a year's fee in one go by cheque or credit card, a discount of one month's fee will be given. (12 months for the price of 11.)

Search Engine Optimisation

Orchid endeavours to create pages that can be crawled by search engine spiders. However, it is impossible to 100% guarantee that the site will become listed with search engines. This is often achieved through various methods such as page layout, content and cross linking with other web sites. However, we build a significant amount of SEO (Search Engine Optimisation) into your site, to ensure that it has the best chance possible of being listed.

The order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimise your site for this we are unable to make any guarantees about the success of any search engine promotion activity. We will however use our knowledge and experience to get the best results possible for you.

Content Updates

Content updates (insertion and / or amendment of text and / or images) within the framework of the agreed site are performed by Orchid for the agreed monthly rate. It is assumed that any monthly updates required by the client will take no more than 1 hour. Where the client requires work doing beyond this, Orchid reserve the right to use discretion, or to quote and / or invoice accordingly.

Data Backup

Orchid will keep a copy of the site and design source files when a web site project is being worked on. However, the Client agrees that it is their responsibility to have regular backups made by themselves or the third party hosting services in case of a software or hardware failure at the third party hosting servers. Orchid can advise on this as part of the service.

Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website, and Orchid will endeavour to protect it from this as much as we can during its creation. We cannot be held responsible for problems that develop on completed sites as a result of illegal activity.

Scheduling

To remain efficient we must ensure that work is carried out at the scheduled time. On occasions we may have to reject 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 advance*. If, on any occasion where we cannot progress your website because you have not provided the required information when you have agreed to do so, your site could be delayed beyond the agreed completion date. If your job involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

Text content should be delivered as a Microsoft Word (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. Contact us if you need clarification on this.

Database, Application and E-Commerce Development

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

Where applications or sites are developed on servers not recommended by Orchid, 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.

The client is expected to test fully any site developed by Orchid before it is made generally available for use. Where "bugs", errors or other issues are found after the site is live, Orchid will endeavor to correct these issues to meet the standards of function outlined in the brief.

Compatibility

Orchid 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 7 and higher, and Mozilla Firefox. Orchid can offer no guarantees of correct function with all browser software.

Orchid tests sites and templates to ensure they comply with W3C CSS standards as they are at time of sale. Should updated W3C CSS guidelines be introduced after the site or templates were sold to the Client, Orchid reserves the right to quote separately for any additional work needed.

Sites are designed to work with the main browsers Internet Explorer and Mozilla Firefox latest releases. New layouts are tested with older browsers to ensure as much compatibility as possible. Client agrees that Orchid cannot guarantee 100% correct functionality with all browser software across different operating systems.

Clients agree that after handover of files any updated software versions of the main browsers Internet Explorer and Mozilla Firefox may affect the functionality and display of their web site. As such, Orchid reserves the right to quote for any work involved in changing the web site design or web site code for it to work with updated browser software.

Website Hosting

Orchid provide domain name registration and hosting via a third party service. No guarantees can be made as to the availability or interruption of the hosting service by Orchid. We cannot accept liability for losses caused by the unavailability, malfunction or interruption of the hosting service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Orchid 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 the free hosting service should the necessity arise.

The domain name is registered in the Client's own name, address and contact details. The Client should be aware that a domain name is registered with a third party and as such the Client shall agree to fully abide by the terms and conditions set out by the third party for such services.

The Client agrees that information submitted for registration of Domain names is then available the general public via the Nominet Whois system. However, Clients that are using their web site for non-trading purposes may ask the third party registrar for their contact information not to be included in the Nominet Whois system.

The Client agrees that if at any time their contact details including email address change, it is their responsibility to contact Orchid and / or the third party and update their contact details. Failure to do so may mean that renewal invoices for the domain and /or hosting services are not received by the Client.

Payment of Accounts

A deposit of £199+VAT is required from any new client before any work is carried out. It is the Orchid policy that any outstanding accounts for work carried out by Orchid or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with Orchid.

Once a deposit is paid and work completed you are obliged to pay the agreed monthly fee. We will contact clients to remind them of such payments if they are not received when due.

If accounts are not settled or Orchid have not been contacted regarding any delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj's) being added to the clients credit rating.

Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

Liability and Warranty

The Client agrees Orchid is not liable for absence of service as a result of illness or holiday time.

The Client agrees Orchid is not liable for any failure to carry out services for reasons beyond its control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

Should the Client go into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, Orchid reserves the right to cancel forthwith any projects and invoice Client for any work completed.

Orchid reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client in breach of these terms and conditions. Orchid shall be the sole arbiter in deciding what constitutes a breach. No refunds are given in such a situation.

By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions.

Complaints Procedure

Informal procedure

Anyone who experiences a problem with their web service provided by Orchid should raise the matter directly by either telephoning us on 01536 443300, or emailing us at info@orchid-data.co.uk giving sufficient information to locate the material (such as a url) and clearly outlining the grounds for complaint.

Orchid will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to Orchid, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.