SWINDON DESIGN
WEBSITE DESIGN & DEVELOPMENT

Terms and Conditions

We have tried to keep these Terms and Conditions brief, easy to understand, and as straightforward as possible. If you have any questions however, please do not hesitate to contact us.

Introduction

Welcome Swindon Design and Development Ltd ("we", "our", "us"). By using our services to build your website ("client", "you", "your"), you agree to comply with and be bound by the following terms and conditions ("Terms"). Please review these Terms carefully. If you do not agree to these Terms, you should not use our services.

What do both parties agree to?

1. The Client Agrees to:

- Provide us, within a reasonable timescale, everything that is requested from you to complete the Project
- Provide us with text and images in the format as stated below (see photographs and images)
- Review our work, provide feedback, and signoff approval in a timely manner.
- Make every effort to adhere to all agreed deadlines.
- Adhere to the payment schedule as agreed
- Advise, in advance, of any confidential information to be presented by email, written, or verbally, between both parties. Also, for this to be marked as 'confidential' in the subject of the email, or clearly on any written documents.
- Provide a minimum of one month's notice in writing, or by email should you wish to cancel any contract.

2. We agree to:

- Carry out services in a professional and timely manner.
- Make every effort to adhere to any deadlines agreed between us and you.
- Make a reasonable number of revisions to the design, layout, colours etc., until you are satisfied with the design concept or such time as both parties feel an agreement is likely to be reached but no more than 2 major revisions. Additional revisions or design work outside the scope of the project will be charged separately.
- Endeavour to complete requested website revisions or updates within a reasonable timescale.

3. Website Design and Development:

- All websites are developed to work primarily across all major browsers and platforms at the time of creation, this includes mobile devices. The website will be 'responsive' which means it will resize to fit the browser window.
- Any adaptation of the website to function properly with new browsers version or other browsers/devices that have been updated or arrived on the market since the website was agreed, will be treated as additional work and priced on an individual basis.

4. Payments:

- We use an online accounting package which will email invoices with attached PDF documents detailing payment information.
- The price quoted to the client is for the work specifically agreed on the quotation only. Should the client decide that changes are required after work on the website has commenced there may be a surcharge.
- Where monthly fees are quoted, this is for the on-going hosting, back-ups and software updates. The monthly fee will begin as detailed on the quotation or when the account is created and continue to be paid on 1st of each month by Direct Debit or standing order.
- Our fee for additional work will be charged at a minimum of £50 per hour. Please contact us for more information about the work you require.
- Where a price has been quoted for full payment for work carried out, or a final payment, this is due immediately on completion of the website, prior to it going live.
- We reserve the right not to launch a website until full payment has been received.
- Alterations to standing order mandates to reflect new or changed contracts are the sole responsibility of the client.

- Underpayments or missed payments, shall be backdated to the point at which the underpayment or missed payment was discovered and the Client shall be responsible for bringing their account up to date within a reasonable period of time. Overpayments to us as a result of not updating a standing order mandate will not be reimbursed to the Client.
- Accounts that have not been settled within 7 days of the reminder will be sent a warning, however payments that are more than 60 days overdue may incur, a fee or account suspension or termination.
- Contract lengths are normally 24 months unless agreed beforehand between the Client and us. If the Client cancels the contract within 24 months, the Client will be invoiced to recover the remaining balance for the monthly fees.
- We require a minimum 30 days notice to cancel a support or hosting contract.

5. Copyright:

- Where the client has provided elements to use in the website such as images, text, trademarks, animations, layouts or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright laws or practices or trademarks.
- If the Client has permission from the rightful owner to use such elements, and will hold harmless, protect, indemnify and defend us and its subcontractors from any liability (including solicitors fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.
- We reserve the right to use written, graphic, video examples and links of our work completed for the client, on our website, portfolio or marketing literature and this shall be deemed a non-breach of Copyright or Trademark rights.
- The copyright to the mark-up, CSS files, other code that may have been used by us for you, including open source software and certain images that us may have supplied to or for you are licensed to you in connection with this web design project, and will be licensed solely to the domain name on which the website files reside.
- Custom systems that have been built for the Client are owned by us and licensed to you for use on our servers.
- The client owns the website data and content stored in the database if the Client is the author of that data.
- At the bottom of the website page(s) after payment has been completed, usually it will say Copyright and the name of the Clients Business. We do however reserve the right as we responsible for the design and/or development to place a small and unobtrusive link at the bottom of your website, thereby not hindering or distracting from your own website design.

6. Photographs and Images:

- Images or photographs that are supplied by the Client should be in digital format, usually no smaller than 1024x768 pixels, with a suitable resolution (72-300 dpi) that will allow them to be resized and used on screen. Traditional paper photographs requiring scanning are acceptable, however, there may be additional costs incurred due to time spent scanning and retouching the images; which is dependent upon the project and the number of images involved.
- Any images that we are asked to obtain from third party photographers or stock photography will be charged as an additional cost.
- Evidence of ownership or permissions may be requested by us.

7. Content Management Systems:

- We now use the WordPress Platform as our main CMS of choice. However, in some instances, we may build a bespoke solution, depending on the exact requirements of the Project.
- Any associated or additional fees, such as installation, setup, testing and introductory training pertaining to Content Management Systems or E-commerce Management Systems are covered within the quotation.

8. Hosting:

- To ensure superior levels of reliability and performance, all our client's websites are hosted on UK located servers with a high speed server with a good reputation for speed and performance.
- Details of the exact specification of our servers are freely available to all our clients and will be given upon request.

9. Liability

- We will not be held liable for any missed launch date or deadline, if the Client has been late in supplying materials, or has not approved or signed off work on time, at any stage.

10. Responsibility for Legal Compliance

- **Client's Responsibility**: As the owner of the website built by us, you are solely responsible for ensuring that your website complies with all applicable laws and regulations, including but not limited to Terms and Conditions, GDPR, and Cookies information.
- 2.2 **Content Provided by Client**: You are responsible for providing accurate and complete Terms and Conditions, Privacy Policy, Accessibility Policy and Cookies Policy content for your website. We do not provide legal advice and our role is limited to implementing the content you provide.
- 2.3 **Third-Party Compliance Tools**: If you choose to use third-party tools or services for generating legal documents, you are responsible for verifying their accuracy and compliance with applicable laws.

11. Products and Services

- **Accuracy of Prices**: You are responsible for ensuring the accuracy of all prices shown for products and services on your website. We do not verify or guarantee the accuracy of pricing information and shall not be held liable for any discrepancies or errors.
- **Price Updates**: It is your responsibility to regularly check and update the prices of products and services on your website to reflect current and accurate information.

12. General

- It is your responsibility to ensure that all content is correct and that you are able to receive any e-mails from the contact forms, order emails, phone calls and messages when your website is made 'live'.
- Although there is a spell check tool, we do not proofread your content. If you require proofreading, this will be invoiced on an hourly basis as requested.
- If the Client does not respond to our request to discuss or choose on-going support options, the client will automatically be placed on what us feels is the most appropriate support package.
- We cannot guarantee that the functions contained within any web page (or part of your website design), will always be error free, and therefore us will not be liable in any way whatsoever to you for any third party damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.
- If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
- Just the same as a fine, you cannot transfer this contract to anyone else without our consent or permission.
- If you are hosting the website, domain or email accounts elsewhere, we cannot guarantee that the system is fully compatible with all providers, and server operating systems, especially any contact forms, Content Management Systems, database driven websites, etc.
- Hosting only clients, will be charged at our normal hourly rate for any further changes or updates to their website.
- There may be an additional fee for any design changes requested after the initial agreed design has been signed off.
- We are not responsible for writing or inputting any text copy unless this has been specified by the client.

13. Contact Forms and Email Delivery

- **Functionality of Contact Forms**: While we make every effort to ensure that contact forms on your website are functional, we do not guarantee that all form submissions will be successfully delivered to your inbox.
- **Email Delivery Issues**: We are not responsible for any issues related to email delivery, including but not limited to contact form submissions not reaching your inbox or being marked as spam. It is your responsibility to regularly check your email settings and spam/junk folders.

14. Cyber fraud

The risk of cyber fraud continues to grow as technology becomes more embedded in everyday life, and both individuals and businesses can be targeted. A major threat comes from criminals gaining access to email accounts—particularly messages containing bank details. Once intercepted, fraudsters can alter the information and divert funds to their own accounts.

To reduce this risk, do not send bank details or sensitive personal information via email. Protect your accounts by using strong, unique passwords and updating them regularly. Enabling Two-Factor Authentication (2FA) on your webmail account adds an extra layer of security, making it much harder for unauthorised users to gain access. You can follow our setup guide here: https://www.swindondesign.co.uk/how-to-set-up-2-factor-authentication-2fa-for-webmail/

We also recommend the following best practices:

• Be cautious of unexpected emails, especially those requesting payments or personal information
• Always verify bank details by phone before making any transfers
• Avoid sending sensitive information via email
• Keep your passwords strong and unique
• Ensure your devices are protected with up-to-date security software

15. Disclaimer

- **No Legal Advice**: We do not offer legal advice. Any content or templates we may provide as part of our services are for informational purposes only and should not be construed as legal advice. We recommend consulting with a qualified legal professional to ensure your website's compliance.
- **Liability**: We shall not be held liable for any legal issues, fines, or penalties that may arise due to the non-compliance of your website with applicable laws and regulations.
- We accept no liability for any losses resulting from cyber-crime in any form.

16. Indemnification

- You agree to indemnify, defend, and hold harmless Swindon Design and Development Ltd, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorney's fees and costs, arising out of or in any way connected with your breach of these Terms, your use of our services, or your violation of any laws or regulations.

17. Governing Law

These Terms shall be governed by and construed in accordance with the laws of England, UK, without regard to its conflict of law principles. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts located in England, UK.

18. Modifications to these Terms and Conditions

- Swindon Design and Development Ltd reserve the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact us.
- Any changes or modifications of these terms or conditions will be effective immediately upon posting on our website. Your continued use of our services after any such changes constitutes your acceptance of the new Terms.

- Although us have tried to keep this contract language simple, the intentions are serious, and the contract is a legal document under the exclusive jurisdiction of English Law and Courts.

19. Contact Us

If you have any questions or concerns about these Terms, please contact us at info@swindondesign.co.uk.