

Establish Terms and Conditions updated July 2020

We aim to make our terms and conditions as clear as possible, should you have any questions please contact us.

The Client: The company or individual requesting the services of Establish.

The Company/Establish: Primary designer/site owner and employees or affiliates.

Acceptance

The Company will carry out work only where an agreement is provided in writing by either by E-mail or letter. The Company will carry out work only for clients who are eighteen (18) years of age or above. An 'order' is deemed to be a written or verbal contract between The Company and The Client, this includes telephone and E-mail agreements. The Company terms and conditions are effective immediately when an order is placed by The Client.

Content

NOTE: 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, brochure, etc. These pages should have the same titles as the agreed website, about, brochure, etc pages. Contact us if you need clarification on this.

The content of any website or marketing material is provided by The Client and is The Client's responsibility. This includes spelling and grammar.

All content for the website, marketing materials and advertising is to be supplied before the initial design.

Schedule

The Company schedules The Client work from the approved design. The Client will be given an estimated completion date. If The Client delays approving the website, brochure, etc by over five (5) working days, The Company will continue with other projects. A new date will be scheduled when the website will go live or amends completed. The Company does not accept any responsibility for losses to The Client during this period.

Client Review

Websites: One (1) artwork revision is permitted for the design and one (1) artwork revision for the website once built but before it goes live. If The Client requires further revisions there is a fifty pound (£50) fee per revision.

Graphic Design, Marketing Materials and Advertising: One (1) artwork revision is allocated. If The Client requires further revisions there is a fifty pound (£50) fee per revision.

Content Updates to Websites

Websites are built with a user friendly Content Management System (CMS). This enables The Client to update the content on their website at any given time. A login to the client CMS is provided at the start of The Clients CMS training.

Once the website is live, if The Client wishes for The Company to update the content of the website this will be chargeable at hourly or daily rates with a minimum charge of one hour. A date will be given to The Client for when the work is due to be completed.

The Company does not give admin access to websites by default. If The Client wishes to have this access there is a one hundred and twenty-five pounds (£125) one-off fee. Once The Client has admin access to the website, The Company cannot be held responsible for the website. A fee will be charged by The Company to The Client if The Company has to amend or fix the website as a result of other admin changes from The Client or third parties. This is payable before any work is completed.

Training

Websites: If The Client wishes to have additional CMS training then this is chargeable at an hourly or day rate with a minimum charge of one hundred and twenty-five pounds (£125).

Emails

The Client is given access to a mailbox if they have chosen an email with their website. The Client is able to add mailboxes, delete mailboxes, change access passwords and set out of offices. The Company cannot recover deleted mailboxes.

Contract

Applicable to monthly advertising packages only: The Client is required to give sixty days (60) notice cancel monthly services.

Payment

Websites: Once The Company completes the website design and The Client agrees to the website design, the first payment of fifty percent (50%) of the total payment is required for the website to be built.

Once the first payment of percent fifty percent (50%) has been received, The Company will commence building the website within the agreed schedule. On completion of the website build, The Client will be invoiced for the remaining fifty percent (50%). Once the invoice is paid in full, the website will go live within the agreed time frame.

Completed websites: Where The Company has completed a website and is waiting on The Client to finalise, confirm or provide content The Company reserves the right to invoice The Client for the work if after a period of three (3) weeks if The Client has not provided this content or responded to The Company requests.

Website Hosting: Hosting is an annual fee and The Client will be invoiced.

Advertising: One hundred percent (100%) of the total bill is required before any advertising space is booked.

Graphic Design: Watermarked files will be sent for approval, only once the invoice has been paid in full will non watermarked files be provided in all formats required/agreed.

Training: An invoice for one hundred percent (100%) of the payment will be sent once the training is complete.

Monthly packages: The Client is required to set up a standing order and the payment is made on the first (1st) of the month. Failure to make the payment by the twenty-eighth (28th) of the month will terminate the services with immediate effect.

They will not resume until the payment has been made. The Company does not accept any responsibility for losses to The Client during this period.

Invoice late fees

- The Client is sent an email the day the invoice has been sent.

- An email reminder will be sent when the invoice is three (3) days overdue.

- An email reminder will be sent when the invoice is thirty (30) days overdue and informs The Client a fifty pounds (£50) late fee will be added to the next email reminder.

- A final email reminder will be sent when the invoice is thirty (30) days overdue and a fifty pounds (£50) late fee is added. If the invoice is not paid by the twenty-eighth (28th) day of the invoice being overdue, the services will be terminated.

This includes and is not limited to; hosting, websites, emails and social media marketing. PLEASE NOTE: Failure to pay hosting invoices will put The Clients domain (where applicable) at risk. If hosting services are suspended due to non payment all associated services such as emails will also cease to work.

- We reserve the right to suspend or cancel hosting packages for non payment or breach of our T&C's or fair use.

The Company does not accept any responsibility for losses to The Client during this period.

Termination

Termination of services by The Client must be requested in a written notice by letter or E-mail. SMS or verbal telephone requests for termination of services will not be honoured. One month advance notice is required for termination of services. If The Client terminates the services within a contract period, the remaining months will be invoiced.

If The Client terminates their services with The Company and moves to another provider, the fee is one hundred and twenty-five pounds (£125) to complete full backup's of E-mails and website. This is payable before any work is completed. All outstanding invoices must be paid in full before any transfers of services.

Liability

The Company 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 The Company 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.

Complaints Procedure

Please see Complaints Policy and Procedures.

Website Hosting

The Company cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Passing of Rights

Once all amounts due to The Company from The Client are paid and cleared you are assigned the rights to use, as applicable, the products and services, including, the web site which includes the text, graphics, animation, audio components and digital components contained within the finished web site, in accordance with these terms and conditions, and any applicable agreement, terms or licence but no rights of ownership are conveyed unless specifically stated. No such rights as described in above will pass until all amounts due are paid. If you have not paid the invoice in full within twenty-eight (28) days from the date of the invoice you agree that you will forfeit your rights.

The rights to photographs, graphics and any third party items such as source code,

always remain the property of their respective owners. Unless you have our specific written agreement in the Project Contract, all products, including Content Management Systems, interfaces, navigational devices, menus, menu structures or arrangements, icons, help, all operational instructions, scripts, cgi applications, software, programming/source code, and all other components of any source or object computer code that comprises the website, all literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the content and design elements used or developed and all software, and our products and results of our services remain our property and we retain full ownership rights and all intellectual property rights.

You specifically agree not to do anything that may in any way infringe upon rights and all intellectual property rights. You specifically agree not to do anything that may in any way infringe upon or undermine our rights, title, or interest in the website or our products and services. This includes, but is not limited to, any sale, transfer or gift of the whole or of any part of any item, data or anything whatsoever that we own. You fully understand that we may reproduce, reuse, develop and use in any other way we choose, anything within our ownership.

Governing Law

This Agreement shall be governed by English Law.