

## General – Person Centred Designs –Terms & Conditions

Person Centred Designs will carry out work only where an agreement is provided either by email, telephone, mail or fax. Person Centred Designs will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Person Centred Designs and the client, this includes telephone and email agreements.

### Website Design

1. Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Person Centred Designs cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.
2. The website, graphics and any programming code remain the property of Person Centred Designs until all outstanding accounts are paid in full.
3. Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by Person Centred Designs remain the copyright of Person Centred Designs and may only be commercially reproduced or resold with the permission of Person Centred Designs.
4. Person Centred Designs 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.
5. Any additions to briefs provided will be carried out at the discretion of Person Centred Designs and where no charge is made by Person Centred Designs for such additions, Person Centred Designs 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.
6. The client agrees to make available as soon as is reasonably possible to Person Centred Designs all materials required to complete the site to the agreed standard and within the set deadline.
7. Person Centred Designs will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.
8. Person Centred Designs 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.
9. Person Centred Designs 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.
10. Person Centred Designs 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.
11. A deposit of 35% of total fee is required with any standard project before any design work will be carried out including a minimum deposit / retainer fee of £200 for the initial design phase of the project. This figure may be higher for database driven projects and / or projects with increased functionality and design build and is non-refundable.
12. All payment agreements will be honoured by the client and be made available on due dates. This includes any part payment, monthly instalments options and is payable to Person Centred Designs preferred payment option. This is non-negotiable. Any deriding from this will halt any further work until a payment / instalment has been received. If a client decides to withhold payment for any reason, Person Centred Designs reserves the right to alter, suspend or end any previously agreed remit of work, until a payment has been reached. In the case of a default on an instalment, Person centred Designs will withdraw any further payment instalment options and the remaining balance will be due in full.
13. Once a website has been designed and completed the final balance of payment is then due in accordance with our ( agreed ) payment terms. 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. Once full payment is received for a website, it is assumed that the project has been completed to the clients satisfaction and no refunds can be offered. We do offer free updates for a month after completion to allow for any final amendments that may be required.
14. Any scripts, or web applications written by Person Centred Designs remain the copyright of Person Centred Designs and may only be commercially reproduced or resold with the permission of Person Centred Designs.
15. Where applications or sites are developed on servers not recommended by Person Centred Designs, 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. Where large applications are to be developed, it is the clients responsibility to provide a suitable testing environment which is identical to the final production environment.
16. The client is expected to test fully any application or programming relating to a site developed by Person Centred Designs before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Person Centred Designs will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

## **Compatibility**

1. Person Centred Designs will endeavour 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 Mozilla Firefox and to an acceptable level with Microsoft Internet Explorer Version 7 Person Centred Designs can offer no guarantees of correct function with all browser software.
2. Person Centred Designs will endeavour to check the site with a view to full cross browser compatibility. However we are not obliged to ensure this. Older browsers in for example Internet Explorer are not deemed suitable for current website design builds.
3. Person Centred Designs will try to assist the client in enabling their website to be viewable within mobile environments and within a range of applications and / or 'widgets' if applicable. The development of web 2.0 functionality and website design build and compatibility will be fully researched, however, if a website is not viewable on mobile applications or a clients preferred widget, the client will be advised, but is not entitled to any recompense or redesign.
4. Any application that has been requested by the client for their website is deemed a 'preferred request'. If this is not feasible within the website design build, an alternative will likely in most cases be advised, if an alternative application does not exist, it is the responsibility of the client to research other options. In the interests of the design build all applications suggested by Person Centred Designs, will be deemed functioning unless unable to work correctly due to server problems. ( see below). If server problems causes application to slow, or not work correctly, Person Centred Designs, are not held liable.

## **Website Hosting**

1. Whilst Person Centred Designs recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service. Person Centred Designs 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.
2. Person Centred Designs reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also reserves the right to terminate any work associated with websites that use our website link to optimise their website ranking should the necessity arise.
3. Any change of host is advisable by the client within any agreed deadlines. Any problems due to host change and internet email accounts, are not the responsibility of Person Centred Designs. The Client is solely responsible for the adequate upkeep of their email and hosting fees with the website host or domain name registration company.

## **Website Optimization**

1. Due to external factors, such as changes to the way search engines rank websites, we cannot offer any guarantees regarding the position we will achieve for websites. The process of optimizing websites itself will bring in more traffic and hits and you'll see visits increase to your site naturally. We cannot accept liability for any change in rankings, or drop off in the position of your website due to changes in the algorithms of the search engines or the factors that they use to rank websites.
2. We use 'white hat techniques' when optimizing websites and always aim to achieve greatly increased rankings sometimes including top ten rankings for your website within six months of undertaking the optimization process. Due to the work involved payment is generally required in advance and we are unable to offer a refund of any monies to clients in relation to this type of work.
3. Person Centred Designs reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial.

## **Payment of Accounts**

1. A deposit is required from any new client before any work is carried out. It is the Person Centred Designs policy that any outstanding accounts for work carried out by Person Centred Designs 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 Person Centred Designs.
2. Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.
3. If accounts are not settled or Person Centred Designs have not been contacted regarding the 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.
4. 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.

## **Your Privacy**

We do not share or sell any of your details with third party companies, without your express permission and we will only email you or contact you about work related matters.

## **Complaints Procedure**

### **Informal procedure**

Anyone who experiences a problem with their web service provided by Person Centred Designs should raise the matter directly using our online contact form to do so, giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint.

Person Centred Designs 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 Person Centred Designs, 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.

**These terms and conditions are an integral part of any term of service and work agreement and are not exhaustive.**