

Base2Design / Services Terms & Conditions

By placing an order with Base2Design, you confirm that you are in agreement with and bound by the terms and conditions below.

Definitions:

The Client : The company or individual requesting the services of Base2Design.

Base2Design: Primary designer/site owner & employees or affiliates.

General:

Base2Design will carry out work only where an agreement is provided either by email, or as delegated by our consultants. Base2Design will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written / signed contract between Base2Design and the client, this includes email agreements.

Website Design / Services:

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Base2Design 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 Base2Design unless otherwise agreed and under no circumstances be commercially reproduced or resold with-out the permission of Base2Design.

Base2Design 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 Base2Design and where no charge is made by Base2Design for such additions, Base2Design accepts 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 Base2Design all materials required to complete the site to the agreed standard and within the set deadline.

Base2Design will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Base2Design 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.

Base2Design 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.

Base2Design 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.

Payment Terms:

A deposit of 25% is required with any project or work agreed for Base2Design to undertake after the initial consultation, payable immediately. This figure is non-refundable. All work done up to the cost of the deposit will of course be handed over to the client if they decide not to proceed further.

Upon completion of the website or service offered, the final balance of payment is then due no later than 30 days. After this 30-day period, we reserve the right to add on the cost of expenses incurred in pursuing payment. 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.

If accounts are not settled or Base2Design 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 our Solicitors who will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures.

Database, Application and E-Commerce Development:

Base2Design cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

The client is expected to test fully any application or programming relating to a site developed by Base2Design before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Base2Design will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief

Compatibility:

Base2Design 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 Microsoft Internet Explorer Version 6 and to an acceptable level with Mozilla browsers. Owing to the diversity in quality of browser software, Base2Design can offer no guarantee of correct functioning with all browser software.

Website Hosting:

Whilst Base2Design recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service. Base2Design 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.

Base2Design 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 or transfer our hosting service should the necessity arise.

Complaints Procedure:

Anyone who experiences a problem with the web service provided by Base2Design should raise the matter directly via personal contact or phone.

Base2Design will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of both parties. An initial response to any complaint can be expected within seven days of its receipt.

Support Technical member available 24/7 for queries and peace of mind during development stages

I have read, understood, and agree to abide by the terms and conditions above in undertaking the services of Base2Design:

Print & Signed: _____
(Client) **Position:** _____

Date: _____

Print & Signed: _____
(On Behalf of Base2Design)

Date: _____