

ComeUpSmiling Web Design

ComeUpSmiling's Terms and Conditions and Web Design Guarantee are detailed below – please read them carefully.

Full Terms and Conditions

Revised 3rd June 2010

- a. Quotes and estimates are valid for 60 days. After this time, all prices are subject to change.
- b. Any estimate given by *ComeUpSmiling* is given in good faith, but may be subject to change should Third Party suppliers vary their costs. *ComeUpSmiling* will give the Client as much notice as is practicable upon becoming aware that the cost of any estimate is likely to change.
- c. Once a quotation has been received, payment of a deposit by the Client is deemed to confirm that approval for work to commence has been agreed, and that the Client accepts the terms and conditions outlined in this document. The quotation will thus form the basis of the contract between *ComeUpSmiling* and the Client. This contract is governed by the laws of England and the jurisdiction of the English Courts.
- d. The following payment terms apply (unless otherwise agreed in writing or via a confirmed email with *ComeUpSmiling*).
 - **Design Updates:** 30% of total with order, the remaining 70% in one or more staged payments (subject to the Client's approval of each design phase).
 - **Website Design Reports:** payment required in advance.
 - Any associated **Third Party Costs** previously agreed with the client must also be met in full prior to such elements being actioned.

Please also refer to our Customer Guarantee (this guarantee **does not** apply to our Website Design Report service).

- e. All text and images should be supplied to us in a suitable electronic format (e.g. text as Word files and images as jpegs) and suitable size. Unless specifically detailed, scanning of images, creation of non-standard graphic or text components (e.g. curved borders, overlapping images, unique buy/basket icons, buttons, JavaScript or Java effects etc) and merging or other manipulation of graphic images is **NOT** included in any quote.
- f. Some designs/updates may require the use of Third Party software or programming. Save for supply of such, *ComeUpSmiling* shall have no liability in respect thereof. Restrictions as to use etc. shall be as laid out in the Third Party License and Copyright agreements.
- g. The Client must own the copyright or have reproduction rights of all content supplied to *ComeUpSmiling* for inclusion in the web design/update. The Client shall indemnify *ComeUpSmiling* for any and all costs whatsoever in connection with ownership of the copyright or reproduction rights.
- h. *ComeUpSmiling* cannot be held liable for any information contained within the Client's updated pages. The content of their web site remains the copyright property of the Client. The Client is liable for any reasonable costs incurred by *ComeUpSmiling* caused by the content of the Client's site, and agrees to indemnify *ComeUpSmiling* for any awards made by a court of law.
- i. *ComeUpSmiling* reserves the right to refuse publication on the web of any content it sees as being pornographic, offensive towards others, or as being copyright to someone other than the Client.
- j. If appropriate, *ComeUpSmiling* will temporarily publish on part of the *ComeUpSmiling* website, a design proof and/or samples, which are then subject to the Client's approval.
- k. Unless agreed otherwise in writing, designs/updates are designed to be viewed and assessed against the standard of a PC viewing at resolutions of 1024 by 768, or 1280 by 1024, using Windows Internet Explorer versions 7 and 8, and Firefox 3.6. *ComeUpSmiling* cannot accept responsibility for pages which do not display acceptably in less common browsers, or earlier versions of Internet Explorer or Firefox. Similarly, *ComeUpSmiling* cannot accept responsibility for pages which do not display acceptably in versions of browsers released after the pages have been designed.
- l. Site design/updates and all relevant programming remain the copyright of *ComeUpSmiling* until full payment is received. Ownership of the overall design/updates is then passed to the client; however, this does not include any php database coding application(s), which are thus used under licence, or any coding for which Third Party copyright is already held (e.g. certain database functions and special effects) - consequently, such programming shall **not be modified or used in any other context or application** without the express permission of the original copyright holders.
- m. Any Royalty-free images used by *ComeUpSmiling* as part of the web design/updates are under a separate licence and such images **may not be used in any other context or application**, be it another web design or an alternative form of advertising.
- n. Any further modifications once the web design/update has been released will be chargeable under separate terms, unless such changes form part of a prior written agreement.

- o. *ComeUpSmiling* cannot guarantee Search Engine acceptance and/or ranking, as these are under the direct control of various Third Parties.
- p. Where relevant as part of an update, *ComeUpSmiling* will ensure that contact and similar forms are working but can accept no responsibility or claim for liability should the email responses from such forms be filtered out by software such as spam filters, or for inaccuracies within such forms.
- q. Should a problem arise with the server hosting the Client's website, *ComeUpSmiling* will not be held liable for any consequent losses e.g. loss of revenue.
- r. Should any other problem arise with the operation or running of the website, from whatever cause, *ComeUpSmiling* will not be held liable for any consequent losses e.g. loss of revenue.
- s. Whilst every care is taken to ensure that the website design/updates, coding and scripts are free of errors, *ComeUpSmiling* will not be held liable for any losses incurred due to malfunction of such updates, coding or scripts on the Client's website. The ultimate responsibility lies with the Client to ensure that all updates, coding and scripts are functioning correctly before final payment is made.
- t. It is the Client's responsibility to ensure that the design/updates and their content comply with all relevant standing regulations. *ComeUpSmiling* will not be held liable for any failure to comply with regulations related to accessibility, selling online, database use, or those related to a specific business or trade.
- u. If requesting a design report, then the content of the report is provided for informational purposes only; it represents the professional opinion of an experienced web designer and has been prepared using various sources and data which *ComeUpSmiling* believes to be reliable. However, *ComeUpSmiling Ltd* makes no representation as to the accuracy, completeness or usefulness of this information, and in no event shall *ComeUpSmiling Ltd* assume any liability or responsibility for any errors, omissions or opinions in the design report.
- v. By requesting a quote or making a purchase, you agree that you have read, understand, and agree to abide by these terms and conditions, which are presented for your approval before you make your decision to request a web design quote or purchase.

Web Design Guarantee

Please note that this guarantee **does not** apply to *ComeUpSmiling's* Website Design Report service.

Design work and updates are carried out in one or more phases, in an order previously agreed with the Client. As each design phase is completed, design proofs and/or samples are temporarily published either on the Client's site or on part of the *ComeUpSmiling* website, and are then subject to the Client's approval.

In cases where a **coding or design solution** has been requested by a client, and **no suitable solution found**, then no charge will be made, and *ComeUpSmiling* will promptly refund any deposit.

For **website updates**, if you are not fully satisfied with our design work within 30 days of completion of a component, and we are not able to rectify the situation to your satisfaction, *ComeUpSmiling* will promptly refund money paid in respect of that particular design phase (less any previously agreed amounts already paid by *ComeUpSmiling* to Third Parties e.g. for stock photos).

Any design work/updates completed by *ComeUpSmiling* remains the property of *ComeUpSmiling Ltd* (normally until full payment is received). Consequently, should the guarantee be actioned, subsequent use by the Client of the unpaid component of our design work/samples is absolutely prohibited.

www.comeupsmiling.com/webdesign