

Oaktree Web Design

Terms and conditions

While you need to agree to these terms and conditions, we're very aware that it's a lot to take in in one go. The main points to understand are:

- Quotations are valid for 60 days.
- We require a 50% deposit before we begin, with the balance payable when your website is finished.
- The free hosting and domain name offers are for a period of one year only, after which fees apply.
- You must own the copyright for – or have permission to use – any artwork you supply to us.
- You are responsible for the accuracy of any text you supply for the website.
- We will do our best to make sure your website is optimised for improved search engine ranking, but we make no guarantees – the search engines make up their own rules!
- You mustn't do anything with your website that will get either you or us in trouble.
- We will do our best to ensure that your website is always available but, in exceptional circumstances, things are sometimes beyond our control.

In these terms and conditions, unless the context requires otherwise:

- “We” and “us” means Oaktree Web Design.
- “You” and “Client” means the company, firm, body or person purchasing the Services from Oaktree Web Design.

Fees, Payment & Ordering

1. Fees are as stated on the Price List.
2. Any quotation given for a website design will be valid for a period of 60 days from the date of submission.
3. We reserve the right to have promotional special offers available from time to time.
4. A deposit of 50% is payable by the Client prior to any work being undertaken. The remainder of the fees are payable upon completion of the website ordered.
5. After acceptance of a quote, charges relating to subsequent changes to the design brief by the Client, or unforeseen costs encountered during development, will be discussed with the Client and added to the final invoice.
6. Once paid for, any websites provided by Oaktree Web Design are deemed complete and any subsequent work may be charged for. It is the Client's responsibility to ensure that the website or web application they have received works to the specification they requested.
7. Non-payment after 28 days from the first date of an invoice being issued will entitle us to charge a late payment fee and/or to remove your website from service until payment is made.
8. Once the Client has instructed Oaktree Web Design to begin design work the Client should supply any content or images within 28 days of that date.

Website content

9. The Client unconditionally guarantees that any element of text, graphics or other artwork supplied to Oaktree Web Design for inclusion in the web design project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements.
10. The Client is responsible for all claims arising from any breach of copyright or content inaccuracy.

11. All websites are designed to be compatible with the most common modern browsers. Websites will work on other browsers but some features may not always be supported by these browsers.
12. Upon full payment, ownership rights of the website will be transferred to the Client. This excludes any elements where copyright exists, such as, but not limited to; stock photography, scripts & software, graphics, video, audio or multimedia. Copyright for these will remain with their respective owners.
13. You agree that the content provided by you and used in any design by Oaktree Web Design will not in any way be unlawful, misleading, abusive, offensive, prejudicial or is likely to expose us to claims, lead us into prosecution, criticism, disrepute or cause us embarrassment.
14. We reserve the right to remove websites without refunding any fees for publishing any of the following:
 - Libellous statements
 - Pornographic or offensive material
 - Spam emails
 - viruses, worms, trojans, unlicensed software (available to the public) or promote copyright infringement or any other illegal activity.
15. The Client is responsible for ensuring the accuracy of all information on the website.

Domain Names & Hosting

16. Domain names will be registered in your name and/or business name through Fasthosts. The registration of a domain name is subject to their terms and conditions.
17. Domain names are subject to availability.
18. Oaktree Web Design will retain administration rights for domain names while we provide hosting for those domains. Legal ownership of domains remains with the Client.
19. We will send the Client a reminder via e-mail approximately 6 weeks before domain names and hosting subscriptions are due to expire.
20. The **free domain name offer** only applies to the first year of registration for a single .co.uk or .uk domain name. Thereafter the Client will be responsible for continued registration of the domain name.

21. The **free website hosting offer** is available for one year only, thereafter continued website hosting fees are payable.
22. Our free hosting offer gives you 100MB disk space / 1GB monthly bandwidth for a single-page site and 300MB disk space / 2GB monthly bandwidth for a multi-page site. If your website requires more disk space or bandwidth, we reserve the right to charge an additional fee to continue hosting. We will always endeavour to provide you with the best value hosting solution.
23. Oaktree Web Design are reseller partners for website hosting and mailboxes through XILO Communications Ltd. The hosting of a website or registering of mailboxes on behalf of the Client is subject to their terms and conditions.
24. In rare cases, if we find you to be using server resources to such an extent that you may jeopardise server performance and resources for other clients we reserve the right to suspend your site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. you may be offered an option whereby we continue to host the website for an additional fee.
25. We accept no responsibility for any consequential loss resulting from a domain not being renewed.
26. Hosting is provided by us through third party servers and network providers. we can accept no liability for any loss accruing to the Client as a result of any downtime experienced or loss of service.
27. We are unable to predict or plan for all possible security exploits/insecurities that may at some time in the future occur on your website. Should your website be compromised/exploited we accept no liability for any resultant losses to data or sales. Where a website has been compromised, we reserve the right to disable the website should it present a risk to our other clients or to the browsing public. If data has been lost/alterred, we will endeavour to recover your data should you wish us to do so and will charge you for the time taken to do this. Following an exploit, it is highly likely we will need to make changes to your website or its server environment to ensure that there is not a repeat of the exploit.

You indemnify us

39. you agree to indemnify us against all costs claims and expense arising directly or indirectly from:
 - your failure to comply with the law of any country;
 - the posting by you of any content on your website;
 - a breach of the intellectual property rights of any person;
 - the posting by any third party with or without your knowledge of any material on your website;
 - any action taken or omitted by any third party in relation to your website;
 - any use of your website for a purpose forbidden by this agreement.

Search Engine Optimisation (SEO)

25. Whilst Oaktree Web Design will try to improve the position of your website in Search Engine results in response to a search request, we do not warrant that this effort is in any way guaranteed.
26. Oaktree Web Design cannot be held responsible for any changes to the position of you Web Site in the Search Engine results in response to a search.

Interruption to Services

27. If it is necessary for us to interrupt services (eg take your website offline for maintenance), we will give you reasonable notice where this is possible and when we judge the down time is such as to justify telling you.
28. You acknowledge that services may also be interrupted for many reasons beyond our control.
29. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to services.

General

30. Whilst we carry out regular virus checks on our systems we make no warranties that files sent from Oaktree Web Design are free from virus infection and recommend you virus check all files received from us prior to opening or executing.
31. We accept no liability for any loss or damage howsoever arising as a result of use or reliance on our website design products.
32. We reserve the right to change our prices and Terms & Conditions without prior notice.
33. We reserve the right to display details and images of the final product for use in our portfolio and advertising except where doing so would violate any Client confidentiality agreement in place.
34. We reserve the right to provide a discreet link back to our web site from your own.

Limitation of liability

35. We accept no responsibility for any consequential loss resulting from the malfunction of software or systems provided by us.

Force majeure

40. Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control.
41. If a default due to force majeure continues for more than 6 weeks then the party not in default shall be entitled to terminate this agreement. Neither party shall have any liability to the other in respect of the termination of this agreement as a result of force majeure.

And finally

42. You should probably get yourself a nice, strong cup of tea now. You deserve it!

Date of last review: 7th April 2017