

Circular Cube | Web Design Terms & Conditions

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

Definitions:

The Client : The company, organisation or individual requesting the services of Circular Cube.

Circular Cube: The freelance business of Vali Hutchison (also known as Samudradaka) and any associated partners or appointed agents.

General

Circular Cube will carry out work only where a written confirmation is provided by email or post.

Circular Cube will carry out work only for clients who are 18 years of age or above.

Website Design

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Circular Cube cannot accept responsibility for any losses incurred due to malfunction of the website or any part of it. Circular Cube also cannot accept responsibility for any of the website content including text and graphics.

The web server, website, graphics and any programming code remain the property of Circular Cube until all outstanding accounts are paid in full.

Circular Cube 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. Circular Cube cannot take responsibility for any photograph provided by the client containing a person or people which the client has not had a model release form signed for by the person or people in the photograph. Nor can Circular Cube take responsibility for any photograph provided by the client containing any recognizable property which the client has not had a property release form signed for by the owner or legal representative of the property.

Any additions to the brief will be carried out at the discretion of Circular Cube and where no charge is made by Circular Cube for such additions, Circular Cube 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.

The client agrees to make available as soon as is reasonably possible to Circular Cube all materials required to complete the site to the agreed standard and within any agreed set deadline. Circular Cube will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Circular Cube will not be liable for any costs incurred to the client, compensation or loss of the client's earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

Circular Cube 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.

Compatibility

Circular Cube will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed on and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 6 (and upwards) and the later versions of Mozilla Firefox, Safari and Opera. However Circular Cube can offer no guarantees of correct function with all browser software.

Accessibility / Searchability

Circular Cube will build your website to industry standards of strict XHTML 1.0 and CSS to help your site to meet accessibility guidelines and charity guidelines for disabled users and to ensure that your site is search-engine friendly.

Invoices and Payment of Accounts

A non-refundable deposit of £100 or 20% of the total project (whichever is the higher) is required from the client before any work is carried out. In all cases any costs incurred by Circular Cube on behalf of the client are payable in advance and are non-refundable.

Circular Cube reserves the right to refrain from starting any agreed work until the requested deposit has been received and the funds cleared in the Circular Cube bank account if necessary. Once the concept design has been approved, any further or major changes to either the design or functionality (including any additional pages not agreed upon in the Final Proposal) may be charged at additional costs at the discretion of Circular Cube and added to the final invoice.

Any additional time or costs incurred to Circular Cube including searching for and purchasing images, setting-up email accounts and purchasing domains etc, may also be charged at additional costs at the discretion of Circular Cube and added to the final invoice.

Once the agreed work is completed and the site is put live – even if for any reason the site is not requested to go live upon completion of the agreed work – the remainder of the payment will be due from the date of the invoice and no later than 7 days from the date of the final invoice.

If the final invoice for the remaining payment is not paid within 7 days Circular Cube reserves the right to charge a minimum of 1% interest for each day the payment is overdue, at Circular Cube's own discretion.

In extreme circumstances, Circular Cube reserves the right to take the site offline if the final invoice for the remaining payment is not paid within 30 days from the date of the invoice, and may only put the site live again once the payment is received and the funds cleared in the Circular Cube bank account if necessary, unless otherwise agreed.