



## Little Fox Web Design Terms and Conditions

The following terms and conditions apply to all web site design services offered by Little Fox Web Design. By ordering services from Little Fox Web Design you are agreeing to the following terms and conditions.

Please read these Terms and Conditions carefully and print a copy for your future reference. By ordering website design services from us, accepting a quotation or making a payment of invoice to use the services supplied, you agree that you have read, understood and agree to these Terms and Conditions of this Agreement (each as amended from time to time) and agree to be legally binded by these Terms and Conditions. If you do not agree to these Terms and Conditions, you must not order any design services from us.

Should you have any questions about these Terms and Conditions or wish to contact us for any reason whatsoever, please use the contact details set out below:

**Telephone:** 01332 810700

**Email:** [hello@littlefoxwebdesign.co.uk](mailto:hello@littlefoxwebdesign.co.uk)

**Post:** Little Fox Web Design, 30 The Spital, Castle Donington, Derby, DE74 2NQ.

1. We reserve the right to refuse to construct a web site which we may judge as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws, unlawful or inappropriate, contains a virus or hostile program, constitutes harassment, racism, violence, obscenity, harmful intent, spamming, commits a criminal offence, infringes privacy or copyright or any other questionable media at our own discretion. We reserve the right to refuse to sell design or code to those thought or known as competitors of Little Fox Web Design. The client may not purchase design or code for use in development of their own product to directly compete with our design or code. We reserve the right to refuse sale for orders from suspect payment or address details or other reason at our own discretion. We reserve the right without notice to cancel, reject, refuse sale to or work with a client without reason for such rejection or refusal.
2. The acceptance of a commission shall be deemed as a contractual agreement between the client and Little Fox Web Design.
3. Details on standard website design options and limitations on numbers of pages are available on the Little Fox Web Design website ([www.littlefoxwebdesign.co.uk](http://www.littlefoxwebdesign.co.uk)). All services, descriptions and illustrations shown on the Little Fox Web Design website are provided in good faith but are intended as guidance only and actual services may vary.
4. Quotations are valid for 7 days from date of issue.
5. Little Fox Web Design cannot always guarantee to start work immediately on a commission but will arrange a date with the client as to when work can commence.
6. All pages, images, text and code on Little Fox Web Design's web site at <http://www.littlefoxwebdesign.co.uk/> is copyrighted material.
7. Clients and any visitors to the Developer's web site at <http://www.littlefoxwebdesign.co.uk/> may not use any of the pages, images, text or code on the web site for use on Client's or visitors own web site or to create a web site, templates without prior written permission from Little Fox Web Design.
8. All material, both text and images supplied by the client and used in the construction of the client's website or E-Brochure, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws.
9. The copyright for all material provided by Little Fox Web Design, such as HTML code, graphics, photographs and text, will remain the property of Little Fox Web Design until such time as payment has been made in full whereupon they will become the property of the client.
10. As part of your Specification, you must make it clear if you require additional HTML pages and/or different formats (by way of example only, flash) and/or the ability to change your website frequently. You may specify that your website may be designed and built using a Content Management System (CMS).
11. Little Fox Web Design shall make every effort to ensure sites are designed to be viewed by the majority of visitors. Sites are designed to work with the main browsers Internet Explorer and Mozilla Firefox latest releases. Client agrees that Developer cannot guarantee correct functionality with all browser software across different operating systems.

12. Clients agree that after handover of files any updated software versions of the main browsers Internet Explorer and Mozilla Firefox, domain name setup changes or hosting setup changes thereafter may affect the functionality and display of their web site. As such, we reserve the right to quote for any work involved in changing the web site design or web site code for it to work with updated browser software, domain name or hosting changes.
13. Little Fox Web Design will submit a client's website to several of the major search engines as part of the design commission. If a client wishes Little Fox Web Design to promote a web site as a separate commission, Little Fox Web Design will make every reasonable effort to promote the website effectively but cannot guarantee a high placing in search engine results.
14. Little Fox Web Design can accept no responsibility or liability if any search engine, online directory or search site, submitted to as part of a web site promotion commission, chooses not to list a client's web site.
15. A single mock-up page of the website will be designed and submitted to you for approval. The mock-up page will then be used for the overall design of the website. Once you have approved the design of this page, any alteration by you to the design will result in additional charges.
16. When we have completed the design services, your website will be uploaded to a temporary URL for the purposes of your review and approval. The design services will be finally completed when you provide us with written approval of your website (such approval not to be unreasonably delayed or withheld). You may provide approval by email or post to our contact details set out at the top of these Terms and Conditions.
17. When both Little Fox Web Design and the client agree that the website meets the criteria agreed during the commissioning process, Little Fox Web Design will invoice the client for the full amount due for the commission. On receipt of payment, Little Fox Web Design will publish the website on the client's server, or provide the source code for the site via a download (or other data storage medium) for the client to upload.
18. The client agrees that resale or distribution of the completed files in full or in part is forbidden unless prior written agreement is made between the client and the Little Fox Web Design.
19. The client agrees that Little Fox Web Design may include development credits and links within any code that Little Fox Web Design designs, builds or amends.
20. The client agrees that Little Fox Web Design reserves the right to include any work done for the client in a portfolio of work.
21. The client agrees to take all legal responsibility for use of third party domain name, hosting and email services and hereby agrees to indemnify and hold harmless the Little Fox Web Design from any claim resulting from the client's publication of material and use of the domain name, hosting and email services. Any support or payment due relating to the domain name, hosting and email services are to be made between the client and the third party service.
22. Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account which Little Fox Web Design requires to upload the web site if required as part of a project.
23. If at any point during the Website Development Cycle a client wishes to cancel, they may do so but will be invoiced an amount that Little Fox Web Design judges to be proportional to the amount of work completed on the commission.
24. Little Fox Web Design reserves the right to withdraw from contract at any time prior to acceptance.
25. If, during the Website Development Cycle, the client does not supply the content required in order to complete the commission within a reasonable amount of time, Little Fox Web Design will consider that the client wishes to cancel the commission.
26. Upon completion of an agreed basic website package design the client is asked to confirm in writing by email or postal mail that the design is signed off as complete and agree that any further design alterations are chargeable.
27. If an error or issue with the design or code arises during the project which does not allow the design or code to match the original specification, then client agrees that Little Fox Web Design can apply a nearest available alternative solution.
28. Little Fox Web Design provides their website and the contents thereof on an "as is" basis and makes no warranties with regard to the site and its contents, or fitness of services offered for a particular purpose. We cannot guarantee the functionality or operations of their web site or that it will be uninterrupted or error free, nor does it warrant that the contents are current, accurate or complete.
29. After site completion, a client or a third party of their choosing may wish to edit their web site code themselves to make updates either via a content management system or the code direct. However, the Client agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the code themselves. If Client or a third party of their choosing edits the web site code and this results in functionality errors or the page displaying incorrectly, then Little Fox Web Design reserves the right to quote for work to repair the web site.
30. Little Fox Web Design reserves the right to assign subcontractors in whole or as part of a project if needed.
31. The client agrees that it is their responsibility to have regular backups of their website and software made by themselves or third party services in case of a software or hardware failure.
32. Any web site designed by us and built using one of our recommended CMS's is designed to fully function with our hosting service and we bear no liability or responsibility for hosting on any other service. We

- recommend that your website domain name is transferred to our hosting service but, should you host your domain name elsewhere, we will provide the required files to you. We are not responsible for uploading or implementation of the CMS on any hosting service other than that provided by us.
33. All communications between Little Fox Web Design and the client shall be by telephone, email, or postal mail, except where agreed at our discretion.
  34. Additional work requested by the client which is not specified in the agreed quotation is subject to a separate quotation and Little Fox Web Design reserves the right whether to quote or accept additional work. If additional work is accepted by us it may affect timescale and overall delivery time of the project.
  35. The client agrees Little Fox Web Design is not liable for absence of service as a result of illness or holiday.
  36. The client agrees Little Fox Web Design is not liable for any failure to carry out services for reasons beyond its control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.
  37. Little Fox Web Design is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.
  38. On handover of files from Little Fox Web Design to the client, the Client shall assume entire responsibility in ensuring that all files are functioning correctly before use.
  39. Whilst every effort is made to make sure files are error free, Little Fox Web Design cannot guarantee that the display or functionality of the web design or the web site will be uninterrupted or error free. If after handover of files errors are found in code that Little Fox Web Design has created and the main browsers Internet Explorer and Mozilla Firefox, domain name setup and hosting setup are the same as when work began, then Little Fox Web Design can correct these errors for the Client at its own discretion.
  40. If after handover of files the main browsers Internet Explorer and Mozilla Firefox have released an updated software version, or the domain name setup or hosting setup has been changed, Little Fox Web Design reserves the right to quote separately for any additional work needed as a result of changes to the browser software, domain name setup or hosting setup.
  41. Should the client goes into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, Little Fox Web Design reserves the right to cancel forthwith any projects and invoice the client for any work completed.
  42. Little Fox Web Design shall have no liability to the client or any third parties for any damages, including but not limited to, claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages or web site, even if Little Fox Web Design has been advised of the possibility of such damages.
  43. There are sometimes laws and taxes which affect Internet ecommerce. The client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend Little Fox Web Design and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet ecommerce.
  44. Little Fox Web Design may from time to time recommend to the client that updates are needed to their site to comply with, including but not limited to, new legislations, software releases and web standards. Little Fox Web Design reserves the right to quote for any updates as separate work. The client agrees Little Fox Web Design is not liable for any failure to inform or implement these updates to their site. The client agrees that it shall defend, indemnify, save and hold Little Fox Web Design harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.
  45. The client agrees to use all Little Fox Web Design's services and facilities at their own risk and agree to defend, indemnify, save and hold us harmless from any and all demands, liabilities, costs, losses and claims including but not limited to attorney's fees against Little Fox Web Design's or it's associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the client or its third parties. The client agrees this indemnification extends to all aspects of the project, including but not limited to web site content and choice of domain name.
  46. The client also agrees to defend, indemnify and hold harmless Little Fox Web Design against any liabilities arising out of injury to person or property caused by any service provided or agreed to be provided or any product or service sold by the client or third parties, including but not limited to, infringement of copyright, infringement of proprietary rights, misinformation, delivery of defective products or services which is harmful to any person, business, company or organisation.
  47. Little Fox Web Design and any third party associates agrees that, except if directed by the client, it will not at any time during or after the term of this agreement disclose any confidential information. Likewise, the client agrees that it will not convey any confidential information about Little Fox Web Design to another party.
  48. Little Fox Web Design and any third party associates shall use information provided by the client in relation to this agreement in accordance with the Data Protection Act 1998 and also for the following purposes 1) to identify the client in communications with them 2) to contact the client from time to time to offer them services or products which may be of interest to or benefit the client.

49. Little Fox Web Design reserves the right to terminate a project with a client at any time without prior notification if it finds the Client in breach of these terms and conditions. Little Fox Web Design shall be the sole arbiter in deciding what constitutes a breach. No refunds are given in such a situation.
50. Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.
51. Any and all matters pursuant to this agreement are governed by English Law and are under exclusive jurisdiction of the English Courts.
52. Once an invoice is sent to the client it must either be paid either by bank transfer, cash or cheque made payable to "Little Fox Web Design" and sent to our main postal address.
53. Little Fox Web Design reserves the right to decline further work on a project if there are invoices outstanding with the client.
54. Little Fox Web Design reserves the right to remove its work for a client from the Internet if payments are not received.
55. Little Fox Web Design expects payment by cheque, bank transfer or cash within 28 days of the date on the invoice.
56. Any payment returned by the bank or credit card company will incur a £25 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the customer.
57. Customers wishing to cancel a hosting, support or updating package must inform us before the invoice date otherwise full annual payment will be required.
58. No partial refunds will be given for hosting, servicing or updating packages cancelled during the current agreements time period.
59. Little Fox Web Design does not undertake to maintain or update a client's website as part of a standard website package design commission. If a client wishes Little Fox Web Design to maintain or update a web site as a separate commission, Little Fox Web Design will negotiate with the client a maintenance contract appropriate to the amount of work required. Web site maintenance may also be undertaken on a time and materials basis if the client so wishes.
60. The client will state the number of website pages required in the original design specification within the limits specified for each type of standard website design package. If, at a later date, a client requires further pages to be added to the website, this work will be charge at an hourly rate. This does not apply to monthly maintenance packages where additional pages can be added as part of the maintenance package providing that the number of pages does not exceed the agreed limit for the type of maintenance package that the client originally commissioned and provided that the work involved does not exceed two hours per month. In the case that the work involved exceeds two hours per month, the client will be charged the extra time at an hourly rate. In the case that the number of pages exceeds the client's existing monthly maintenance plan, the client would be required to increase their plan to the next level which meets the appropriate number of pages.
61. Standard website packages include a .co.uk or .com domain name and website hosting for the first 12 months. After this time if a client wishes to continue to keep the website online, they must pay ongoing website hosting costs and web domain renewal costs on expiry.
62. Monthly contract packages include web hosting and monthly website maintenance up to a limit of 2 hours per month. All time spent maintaining the website after this time will be charged at an hourly rate.
63. Little Fox Web Design may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Little Fox Web Design. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.
64. Little Fox Web Design reserves the right to alter prices at any time without notice. If a client has commissioned any services from Little Fox Web Design prior to a change in prices that commission will not be subject to any increase, but any subsequent commission may be subject to an increase.
65. By agreeing to these terms and conditions your statutory rights are not affected.

Little Fox Web Design reserves the right to alter these Terms and Conditions at any time without prior notice, the latest terms and conditions can be found at the our web site at [www.littlefoxwebdesign.co.uk/termsandconditions.html](http://www.littlefoxwebdesign.co.uk/termsandconditions.html) with a date of last update.

T&C written 03rd August 2010