

Terms and conditions

This document sets out the terms and conditions between your business and Aaron Sheriff ISP Limited (herein called "Aaron Sheriff") and forms an integral part of any existing and future proposal or other written document or communication between your business and Aaron Sheriff. The primary purpose of these terms and conditions is to minimize any potential misunderstandings and to clearly state the design and build phases of each project and set out the timings as to when stage payments are due.

If any term or condition appears unreasonable this is not our intention. We have a large client portfolio that has been built up by our respecting our clients and providing good quality customer care and support. We are always striving to improve our services and your feedback will always be welcome.

Fees

For each project, the Customer will receive an estimate outlining the project specifications and estimated fees for our time based on our current hourly rate and, where appropriate, any goods and professional services commissioned by us in order to complete the project. We will begin work upon the Customer's written or oral approval of the estimate and this will constitute an agreement between us.

The Customer agrees to pay the Company in accordance with the terms specified in each proposal/estimate. Estimates are valid for only 30 days from the date on the estimate.

Unless otherwise agreed, each design project will consist of two stage payments commencing with a non refundable deposit.

Payment

Unless otherwise agreed in writing by the Company all Customers that have not submitted a credit application and been approved by our accounts department will be required to pay 40% of the project cost before work can begin and all subsequent balances due are payable upon artwork approval. All credit accounts shall be paid up on or before the 30th day after the date of the invoice.

Late Payment

We reserve the right without notice to charge interest on past due balances at the rate of 12% per annum or 1% per month. We reserve the right to refuse completion or delivery of work until past due balances are paid. The Customer shall pay the Company's costs, charges and expenses directly or indirectly incurred in obtaining or otherwise enforcing payment of outstanding accounts.

Revisions and Alterations

Work carried out on your website will be charged at our standard hourly rate.

Stock photography

Where stock photography and/or library images are used as part of the project, unless specifically agreed in writing by ourselves, the stock photography and library image costs will be charged to you as an additional cost. We will discuss and agree these stock photography and library image costs before committing you to purchasing them.

FTP Access Responsibilities

If you have been granted FTP access to your site files, it is a condition of this facility that you are wholly responsible for the following:

1. Keeping your User ID and Passwords in a very secure place and not divulged to third parties
2. Do not place files or documents on the server that are not publishable to the public
3. If you require a back up the website a charge will be made.
4. Any problems with your website are entirely your responsibility.

Site Setup and Maintenance for Websites Hosted With Third Party Companies

Where we have designed a website or are asked to make changes to a website hosted with another company, we make no warranties that the website will function as you intend it to. If we specifically undertake to design a website or maintain a website that is hosted on specific third party servers, it is on the following basis:

1. Outside of the cost of the work that we are charging you for the website, our time and costs of dealing with your chosen hosting company is specifically excluded from any of the costs shown in our proposal documents.
2. You will be charged at our standard hourly rate for any time we spend in dealing with the third party hosting company, including time left holding on the telephone while waiting for meaningful support.
3. You will be charged for any additional programming time or any other work that is needed to ensure that the website will work and continues to work on the third party servers.
4. It is your responsibility to set up and renew SSL Certificates with the third party hosting company and to ensure that your domain name is renewed.

Domain Name and Website Transfers

If you wish to transfer your domain name or Website to another hosting company a charge may be applicable.

Termination

Subject to the overriding clauses above and in any other written agreement, you have the right to terminate your contract with Aaron Sheriff at any time, subject to your providing Aaron Sheriff with one month's notice and paying any outstanding invoices or accrued work in progress or liability that has not yet been invoiced. Notice will not be accepted or deemed to be effective until outstanding invoices and liabilities for work carried out are paid in full.

Aaron Sheriff reserves the right to terminate any or all of its services to you without explanation at any time. Where possible, termination of any or all services will be accompanied by one month's notice. Upon Termination of the contract, refunds will not be given for any unexpired periods of service contracts, services or facilities.

Notwithstanding Termination of the contract with Aaron Sheriff, you will still be bound by all these terms and conditions including any outstanding liabilities, payment terms, copyright and exclusion of incidental, consequential and other losses.