



The boring stuff

Terms & Conditions

Terms of the Contract

1. Having received a brief of requirements from The Client, either verbal or written, OneLine Designs will produce a quotation detailing the work to be carried out. At this stage you The Client should only sign this document if the quotation is acceptable and you are happy to proceed.
2. This agreement constitutes the entire agreement between OneLine Designs and The Client. In making this agreement each party confirms that they have not relied on any inducement not recorded in this agreement.

Copyright and Content

1. OneLine Designs MUST own copyright, or have reproduction rights, of all artwork, trade names, photographs, and other materials reproduced in The Client's project. The Client shall indemnify OneLine Designs against any costs whatsoever in connection with the ownership of copyright or reproduction rights. The Client shall have full liability for the consequences of the contents of the printed literature, website or other project commissioned.
2. The Client's supplied logos, artwork, graphics and photographs remain the copyright of The Client. Design, graphics and programming produced by OneLine Designs remain the intellectual property of OneLine Designs until full and final payment has been received.
3. All preliminary work carried out at The Client's request, whether experimentally or otherwise, shall be charged to The Client.
4. OneLine Designs withholds the right to refuse publication of any content which it sees as being indecent, obscene or offensive towards others.
5. Proofs of all printed work may be submitted for The Client's approval and OneLine Designs shall not be liable for errors not corrected by The Client in such proofs. The Client's alterations and additional proofs necessitated thereby shall be charged as additional charges. When style, type or layout is left to the judgement of OneLine Designs, changes there from made by The Client shall be charged as additional charges. No responsibility will be accepted for any errors, including colour variations, in proofs approved by The Client.
6. We're not responsible for writing or inputting any text copy. If you'd like us to write new content or input text for you, we can provide a separate estimate for that.

Web Site Design

1. OneLine Designs will produce and publish temporarily on the OneLine Designs web site a design proof for The Client's approval. The design copyright of the proof shall remain the sole property of OneLine Designs. Use of the design in any respect without the express written permission of OneLine Designs will constitute breach of copyright.
2. OneLine Designs will complete the design and build of The Client's web site after receiving confirmation that the design proof is satisfactory.
3. OneLine Designs will release website code & graphics when payment of the final invoice for the outstanding quotation value is received in full.
4. Once OneLine Designs has received confirmation that the design proof is satisfactory, modifications to the design specification will be considered an amendment to the contract.
5. Our consultancy service and general advice is, by its nature, subjective. It is up to The Client whether they decide to follow our ideas and suggestions. We cannot guarantee that any of those ideas and suggestions will increase traffic to The Client's web site, improve ratings with search engines or boost sales.
6. Under no circumstances will OneLine Designs be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software or online systems provided to The Client (eg: eCommerce, Content Management Systems).
7. We will warranty any website for 30 days after going live. This means that any issues with the technical workings of your website that were part of the original requirements will be resolved free of charge. After this time, all issues will be subject to a charge. Please note that the 30 day warranty does not include cosmetic changes or training support. The 30 day warranty does not include change requests to functionality and/or design and will only cover fixing the issue in line with the original specification and initial requirements.

Domain Name Registration

1. OneLine Designs will/can register domain names in The Client's name. In doing this, OneLine Designs are acting as The Client's agent with the appropriate Naming Authority. The contract of registration is between The Client and them and The Client is bound by their terms and conditions (available on request).
2. Although OneLine Designs may be the registrar of The Client's domain name, The Client still owns their domain name and has the right to transfer it. It is down to The Client to file the domain name as a company/business asset and/or to indicate to whom it belongs.
3. Registration is for two years unless otherwise agreed. Although we will do our best to renew the registration for you, it is ultimately your responsibility to make sure this happens so please keep a note of the date.

Website Hosting

1. OneLine Designs will advise The Client on the most appropriate and cost effective web site hosting package supplied by a third party. The website hosting contract is between OneLine Designs and the hosting company and OneLine Designs is bound by their terms and conditions. The Client accepts that this service is provided through reputable third party suppliers and OneLine Designs will not be held responsible for direct or indirect losses by The Client for the failure of this service or its suspension by the provider under their acceptable use policy.
2. The Client takes all risks in connection with the solvency, performance & reliability of such third parties and The Client accepts that the third party has sole liability to provide such services. Force Majeure OneLine Designs shall not be liable for any delay or failure to perform any of its contractual obligations as a result of war, flood, storm, riot, fire, accident, civil commotion, acts of god, government action, failure of power supply, equipment failure, lock out, strike, default or failure of subcontractor or suppliers or any other cause beyond its reasonable control and OneLine Designs shall not be liable for any loss, damage or expense suffered by The Client or any third party arising directly or indirectly from such matters.
3. The Client should be aware that unless you have maintenance contract, OneLine Designs does not hold any responsibility for keeping backup copies of the website. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimize possible losses as a result of software failure.
4. Unfortunately malicious software, spy-ware, viruses and website hacking are common threats and OneLine Designs cannot be held responsible for problems that develop on completed sites as a result of such illegal activity.
5. Should changes in technology mean that at some future date the website no longer functions as originally intended, OneLine Designs will undertake to update the website accordingly, subject to the contractual hourly fee.

Invoicing, Payment and Tender Validity

1. Payment for design services must (unless otherwise agreed with OneLine Designs) be made as follows: 50% (or an agreed deposit) with order, plus balance on completion. Design modifications will be charged at the prevailing hourly rate dependant on type of service required.
2. Payment shall be made in UK Pounds Sterling to OneLine Designs. Payments are due within 14 days of presentation of invoice. In the event that any amount remains unpaid 14 days after invoice date, OneLine Designs reserves the right to discontinue, withhold, or suspend services to The Client to whom such unpaid amounts relate.
3. In accordance with The Late Payment of Commercial Debts Act 1998 interest will be charged on all payments received outside of payment terms at the rate of 2% (unless otherwise agreed with OneLine Designs). All charges incurred by OneLine Designs due to late payment or cheques that require representing or fees required to recover debts will be passed onto The Client.
4. Quotes are valid for 30 days from the date shown on the quotation document. All prices quoted may be subject to change without notice after this period.
5. Once OneLine Designs has undertaken a commission for services, a cancellation fee of up to 75% will apply if the contract is terminated through no fault of OneLine Designs. An interim invoice will also be levied for upto 75% of the total quotation value if the commissioned project's content is not received within 30 days of commission.

Disclaimer

1. OneLine Designs cannot be held liable for any information or images contained within The Client's web site or printed literature. The content of such remains the copyright and intellectual property and responsibility of The Client. The Client is liable for any reasonable legal costs incurred by OneLine Designs caused by the content of The Client's web site or other project and agrees to indemnify OneLine Designs for any awards made by a court of law.
2. Search engine entry and ranking can in no way be guaranteed as this remains the sole discretion of a third party provider.
3. No liability will be accepted for compatibility issues with code or any errors, omissions or failings of software code produced.
4. Where in the instance that a time scale / schedule has been given, OneLine Designs will not be responsible for any money lost to The Client if the deadline is not met.
5. On completion of any web site it is the sole responsibility of The Client to manage the site. OneLine Designs will no longer be responsible for the site upon completion unless an alternative agreement has been reached.
6. Should OneLine Designs waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit OneLine Designs to waive the same clause on any other occasion.
7. This contract shall be subject to English Law. Where it is held that OneLine Designs is not entitled to rely on any term in this contract, then OneLine Designs may also be allowed to cancel all rights and obligations under this contract, or to hold all other clauses as valid entirely at their sole discretion.

Apology

These terms have been drawn up principally to protect OneLine Designs from bad debts and the compensation culture – we are generally agreeable, understanding and flexible and will be unlikely to strictly enforce these terms and conditions on clients that are also honest, agreeable, understanding and flexible. This apology in no way constitutes a waiver of any of the terms listed above!

Please sign below to indicate your acceptance of these Terms:

Company Name (as registered with Company House):

Your Full Name:

Position within the company:

Date:

Company Trading Address:

Your Email Address:

Contact Phone Number:

Please send a clear scanned / photographed copy to: hello@onlinedesigns.co.uk

