

Terms of Business

*The aim of stating our **Terms of Business** is to set out in a clear and straightforward manner the basis on which we and you the client will work together. The **Terms of Business** will help to ensure that both parties are happy and satisfied with what is required from and of **BEFANTASTIC.com** and you the client.*

Introduction

In these **Terms of Business** “we, our, us, **BEFANTASTIC.com**” refers to **BEFANTASTIC.com**.

BEFANTASTIC.com provides a range of website design, photographic and graphic design related services. We also offer consultative advice and training with respect to these services.

If you wish for **BEFANTASTIC.com** to provide you or your business with any of the services we offer, you will need to complete and sign a **Project Contract**, which is made up of a **Project Proposal** and **Quote** and these **Terms of Business**. Signing the **Project Contract** signifies that you have read, understood and accepted our **Project Proposal**, **Quote** and **Terms of Business**.

You Agree:

By using our services, you agree acceptance of our **Terms of Business**, as well as your waiver of any claims against **BEFANTASTIC.com** or its contractors arising out of your use of our services. **BEFANTASTIC.com** reserves the right to change its prices and amend and update these **Terms of Business** at any time without prior notice.

Website Design

Any quotation for website design is valid for a period of 30 days from the date it is produced. A non-refundable 50% deposit is due upon acceptance of the **Project Proposal** and **Quote** and must be paid prior to work commencing on your project. The remaining balance is due upon completion of the project and must be paid prior to website being published online. Late payment will incur a surcharge of 2% per month. Non payment will entitle **BEFANTASTIC.com** to terminate or remove your website from service.

You agree to submit all site content (e.g. text, logos/graphics, photographs) in electronic format before the agreed start date. Any delay in delivering site content to **BEFANTASTIC.com** may affect the agreed completion date for the project, which **BEFANTASTIC.com** cannot be held responsible for. However, we will endeavour at all times to do all that is reasonably possible to meet client deadlines.

If we have not received the content in electronic format within 1 month of the agreed start date, we will be entitled to terminate the **Project Contract**.

All websites are designed to be compatible with Internet Explorer 5 and above. Websites are also compatible with Firefox, Netscape, Opera and Safari (amongst other web browsers), however these browsers may not always support some features. All sites designed are optimised for viewing at 1024x800px screen resolution but shall be usable at resolutions from 800x600px and upwards.

Each site designed will have a discrete link placed on each page of your website recognising **BEFANTASTIC.com** as creators of the site and owning copyright of the site design.

Intellectual Property Rights

You agree that you own the intellectual property rights of any content supplied to **BEFANTASTIC.com**, or that the owner has given you permission to use the content and will allow us to use it on your behalf.

Once paid in full, websites become the property of the client. However, you agree that only one copy of the website can be made available on the World Wide Web and that any original work created or supplied by **BEFANTASTIC.com** or stock imagery used remains our intellectual property and shall not be used intentionally in any other design or reused outside of the website provided by **BEFANTASTIC.com**. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the services or products provided by us. If **BEFANTASTIC.com** cease trading, all website files will be handed over to the client.

Content

You agree that the content supplied to **BEFANTASTIC.com** and used in any design by us 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 embarrassment.

Hosting

We have carefully selected our website hosting partner to ensure maximum uptime of sites and reliable service levels. However, as **BEFANTASTIC.com** relies on a third party supplier to provide uninterrupted services and to the extent services are reliant on third parties products and services, therefore **BEFANTASTIC.com** makes no warranties or representations that any service will be uninterrupted or error-free, due to the nature of services being provided by means of computer and telecommunication systems. **BEFANTASTIC.com** will remain your point of contact for any issues you have with the hosting service and will do all that is reasonably expected to resolve problems as speedily and as professionally as possible.

Each hosting account is limited to a total bandwidth traffic of 1GB per month and has a disk storage quota of 30MB. If you reach your quotas you may be asked to reduce usage or you may purchase additional resources.

We do not allow adult or warez sites or illegal material to be stored within hosting accounts. We reserve the right to suspend or cancel a clients access to any or all services provided by **BEFANTASTIC.com** and its partners if we decide that the account has been inappropriately used or otherwise. We shall not be held liable for any loss or damages caused by the use or misuse, unavailability or removal of services. If your account is closed, all files will be deleted.

Any account found to be sending unsolicited email (spam) will be immediately shut down.

If you cancel your account, this will take affect from your renewal date (next payment). We do not issue refunds.

Data stored on our hosting partner's servers is not guaranteed to be backed up. It is recommended that you keep an independent backup of important data.

Domain Names

BEFANTASTIC.com offers a domain name registration service. The domain name will be registered by **BEFANTASTIC.com** on your behalf through a third party company as selected by us. **BEFANTASTIC.com** normally holds domain name(s) in trust of its client. If the client wishes, we will transfer the domain name(s) to the client at any time without charge, provided that full payment for the service has been received by us. To ensure continued registration of domain names, annual payment of website hosting fees should be made on time as invoiced.

Search Engines

We provide a Search Engine Submission/Optimisation service, which clients may select and incorporate into their website design solution. **BEFANTASTIC.com** makes no guarantees of ongoing performance of our client websites and cannot be held responsible for any drop in traffic or search engine ranking

Graphic Design

Any quotation for graphic design is valid for a period of 30 days from the date it is produced. A non-refundable 50% deposit is due upon acceptance of the **Project Proposal** and **Quote** and must be paid prior to work commencing on your project. The remaining balance is due upon completion of the project and must be paid prior to supply of any final formats or materials. File set includes Adobe Illustrator (AI), EPS, PSD, JPG and GIF. Late payment will incur a surcharge of 2% per month.

Photography

Any quotation for photographic services is valid for a period of 30 days from the date it is produced. A non-refundable 50% deposit is due upon acceptance of the **Project Proposal** and **Quote** and must be paid prior to work commencing on your project. The remaining balance is due upon completion of the project and must be paid prior to supply of any final images or materials. Late payment will incur a surcharge of 2% per month.

Virus Protection

Whilst we carry out regular virus checks on our systems and virus check every incoming and outgoing file, we make no warranties that files sent from **BEFANTASTIC.com** are free from virus infection and recommend you virus check all files received from us prior to opening or executing.

Invoicing

Invoices will be delivered by post or alternatively via email in PDF format. If your invoice is sent via email you will require a copy of Adobe Acrobat Reader to open the file. This software is available freely to download from:

<http://www.adobe.com/products/acrobat/readstep2.html>

Invoices should be paid in full within 7 days after receipt. Payment may be made by cheque or cash. We do not accept credit card or debit card payments. Late payment of any invoice will incur a fee of 2% of the total amount or £30.00 per month, whichever is greater.

Payment of maintenance contracts is generally received in total on a yearly basis at the commencement of each new contract period but may be arranged, with mutual consent, to occur at the end of each month.

Business / Organisation Name

Business / Organisation Name

Print Name

Sign Name

Date
