
Head Squared Software - Website Design Terms & Conditions

Definition of our terminology as used within this document:

A 'Project' is any work undertaken or service provided by the Supplier for the Client on their request and as described in our confirmation order email to that Client.

A 'Client' is a person, persons, business or organisation using any of the services provided by The Supplier.

'Live Mode' means the date the website is available on the Client's chosen domain.

'Domain' is the website address as specified by the Client.

'Open Source Software' is software made freely available to anyone under the GNU General Public License (GPL).

'Hosting' is a yearly cost to keep a clients website activated online.

'Content' is both text and images that the Client requires on the website.

'the Supplier' is Head Squared Software (a trade name of Head Squared (Heating) Limited, Company Number: 5971683, Registered Office: Wren House, 68 London Road, St. Albans, Hertfordshire AL1 1NG, Registered in England and Wales).

The Supplier Terms & Conditions

1. The works to be carried out shall be as set out in the Supplier's confirmation order email.
2. We will use email as our main method of communication and therefore it is the Client's responsibility to inform us of any change in email address so we always have up to date email contact details. The Supplier can not be held liable in any way relating to communication issues if we are not supplied a valid email address.
3. The Supplier will only commence work on a Project after receipt of a non refundable, 50% deposit of the quoted Project fee from the Client. The Supplier will also require 25% payment on approval of the overall design concept. The final 25% payment is to be made on completion of the website. The website will be switched to Live Mode once the Clients remaining balance is paid in full.
4. The deposit paid to the Supplier covers the cost of design work carried out as well as any admin work and communication with the Supplier. The deposit is non refundable.
5. The Supplier shall expect the Client to carry out sufficient research before proceeding with a website. This will include checking that the website/idea/business will operate legally. It is important that the website is not in any way illegal.
6. It is important for the Client to keep in contact with the Supplier throughout the entire Project. If we do not receive a response to our attempts to contact the Client, the Project may be terminated, and the deposit will not be refunded.
7. Where images used on the website have been purchased by the Supplier on behalf of the Client, these images are strictly for use on the website only. The Supplier are not liable for

misuse of these images by the Client or any other person's copying, altering or distributing the images to individuals or other organisations.

8. The Supplier will host the website if the Client requires us to do so and on receipt of full payment of our Hosting fees. In doing so, the Supplier will endeavour to provide a reliable and professional service to the Client at all times but do not guarantee that the website Hosting will be available at all times, especially in the event of a technical failure beyond our control.
9. The Supplier cannot be held responsible for anything adversely affecting the Client's business operation, sales, or profitability that might be claimed is a result of a service offered by The Supplier Ltd.
10. Where asked to provide search engine optimisation for a Client, the Supplier does not guarantee any specific placement or high ranking on search engines.
11. The Supplier will provide the Client with an expected completion date for the Project (live on the internet) if requested. The Supplier will endeavour to meet any given deadline, but do not guarantee and are not bound in any way to complete the Project by this date.
12. It is the Client's responsibility to check with the Supplier whether Open Source Software is being used or not.
13. The Client shall not be charged for Open Source Software. If there is a charge for a website using Open Source Software, the Client is paying for the installation time. Open Source Software is not owned by the Supplier or the Client.
14. The Supplier owns all design and code of the website until final payment has been received in full. Once final payment is received, the Client will then own the design and code of the website, unless Open Source Software is used. Images will have been purchased by the Supplier for the Client, unless the images have been supplied by the Client.
15. All images displayed on the Client's website will only be used after authorisation by the Client, and are the sole responsibility of the Client regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any images supplied by the Client or The Supplier Ltd, they will be the sole responsibility of the Client.
16. Domain names will be registered by the Supplier and also registered to the Supplier's current address. Although the domain names are registered to the Supplier, the Client is the legal owner of the domain and if they request to have details changed or the domain transferred elsewhere, the Supplier will do this within a reasonable timeframe.
17. It is the responsibility of the Client to renew their domain names when due. If a domain name expires, the Supplier can not be held liable for this. However, The Supplier will make reasonable effort to contact the Client regarding domain renewal.
18. When a Client renews Hosting with the Supplier, this also includes domain renewal if the renewal is needed to keep the site functioning and was purchased as part of the Hosting package. If the Client does not renew the Hosting, their domain name could be made available to the public for purchase and The Supplier can not be held liable for this.
19. Renewal of Hosting is due on a yearly basis. The date of renewal will be annually from the date the website was ordered by the Client. The Hosting will not be renewed if the Supplier cannot contact the Client or the Client requests for the Supplier to not host this site.

20. The Hosting renewal charge must be received within 10 days of the Hosting expiry date. The Supplier reserve the right to deactivate any website where the Hosting has expired and the Client has not paid the renewal charge. There will be an admin fee set by The Supplier for reactivating the website/Hosting.
21. If the Client does not use the Supplier Hosting services, then the management and Hosting of the Domain name are the full responsibility of the Client.
22. Should a Client wish to move Hosting away from The Supplier or transfer a Domain name away from the Supplier no charge will be issued.
23. The Supplier has no control of, or responsibility for, the content of Clients' websites. In no way does the textual or image based Content of our Client's web sites constitute the Supplier endorsement, or approval of the website or the material contained within the website. The Supplier has not verified any of the materials, images or information contained within our Client's web sites and is not responsible for the content or performance of these sites or for the Client's transactions with them. The Supplier provides links or references to our Client's websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but does not guarantee or warrant that such links will point to the intended Client site at all times.
24. The Supplier is not liable for loss, damage or corruption to files or information stored on its servers or individual PCs relating to a Client's website. The Client is solely responsible for any information or files relating to its website.
25. If a Domain name is purchased by the Client through a company other than the Supplier, the Client has full responsibility in making sure that the domain name is renewed when due. The Supplier will not renew the Domain name when annual Hosting renewal is due if the Domain name is purchased through a company other than the Supplier.
26. These Terms and Conditions contain the entire agreement between the parties relating to the subject matter and supersede any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in these Terms and Conditions, this agreement may be varied only by a document signed by both parties.
27. Failure by the Supplier to enforce at any time or for any period any one or more of the rights conferred under this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all or any of the rights hereunder.
28. The parties do not intend that any term of it shall be enforceable by a third party as defined in the Contracts (Rights of Third Parties) Act 1999 under the provisions of that Act.
29. The Supplier makes no claims that the contents of this website may be lawfully viewed or downloaded outside England and Wales. Access to this website may not be legal by certain persons or in certain countries. If this website is accessed from outside of the United Kingdom, it is done at own risk and the visitor is responsible for compliance with the relevant laws of the visitor's jurisdiction. The terms and conditions of this website shall be governed by and construed in accordance with the Laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.
30. If any provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this agreement had been agreed with the invalid illegal or unenforceable provision eliminated.