



smellyrabbit

# smellyrabbit terms & conditions

## Definitions

The Client : The company or individual requesting the services of smellyrabbit.

smellyrabbit: Primary designer/site owner & employees or affiliates.

## General

Smellyrabbit will carry out work only where an agreement is provided either by email, telephone, mail or fax. smellyrabbit will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between smellyrabbit and the client, this includes telephone and email agreements.

## Website Design

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, smellyrabbit cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of smellyrabbit until all outstanding accounts are paid in full. Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by smellyrabbit remain the copyright of smellyrabbit and may only be commercially reproduced or resold with the permission of smellyrabbit.

smellyrabbit cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material. Any additions to briefs provided will be carried out at the discretion of smellyrabbit and where no charge is made by smellyrabbit for such additions, smellyrabbit accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions. The client agrees to make available as soon as is reasonably possible to smellyrabbit all materials required to complete the site to the agreed standard and within the set deadline. smellyrabbit will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

smellyrabbit will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. eg. Any disputes re content/images that have been provided to us for inclusion on the site.



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smellyrabbit will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

smellyrabbit will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

A deposit of 35% is required with any standard project and 50% for database driven projects before any design work will be carried out.

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the clients satisfaction and no refunds can be offered. We do offer free updates for a month after completion to allow for any final amendments that may be required.

### **Database, Application and E-Commerce Development**

smellyrabbit cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, applications or software (unless specifically agreed) written by smellyrabbit remain the copyright of smellyrabbit and may only be commercially reproduced or resold with the permission of smellyrabbit.

Where applications or sites are developed on servers not recommended by smellyrabbit, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the clients responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by smellyrabbit before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, smellyrabbit will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.



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### **Compatibility**

smellyrabbit will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 6, 7 and 8 and to an acceptable level with Mozilla browsers. smellyrabbit can offer no guarantees of correct function with all browser software.

### **Website Hosting**

Whilst smellyrabbit recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service by smellyrabbit cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

smellyrabbit reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the free hosting service should the necessity arise.

### **Website Optimisation**

Due to external factors, such as changes to the way search engines rank websites, we cannot offer any guarantees regarding the position we will achieve for websites. The process of optimising websites itself will bring in more traffic and hits and you'll see visits increase to your site naturally. We cannot accept liability for any change in rankings, or drop off in the position of your website due to changes in the algorithms of the search engines or the factors that they use to rank websites.

### **Payment of Accounts**

A deposit is required from any new client before any work is carried out. It is the smellyrabbit policy that any outstanding accounts for work carried out by smellyrabbit or its affiliates are required to be paid in full, no later than 14 days from the date of the invoice unless by prior arrangement with smellyrabbit. Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or smellyrabbit has not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj's) being added to the clients credit rating.



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Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

### **Your Privacy**

We do not share or sell any of your details with third party companies, without your express permission and we will only email you or contact you about work related matters.