



Function Design Ltd  
Terms and Conditions

**1st May 2017**

# Terms and Conditions

## Payment terms

All charges are listed exclusive of VAT. We shall issue VAT invoices at the following milestones:

- 30% of the total budget as a non-refundable deposit prior to starting work.
- 20% on graphic designs being signed off
- 20% on completion of front-end development
- 20% on completion of site build
- 10% on site launch

Where additional costs have been incurred, we will add them to the next invoice.

Are payment terms are due on receipt. Should any invoice be 30 days late then we hold any further work until the balance is cleared. We reserve the right to issue a late payment fee and charge interest on late payments at the rate of 4% per annum above the base rate for the time being of Barclays Bank Plc. Such interest shall accrue on a daily basis and be compounded quarterly. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## What we do not do

We are website designers and builders – our expertise is in creating online tools and sites.

This is not the same as being IT experts: While we are happy to point you towards people who can help you with your email client set-up, wireless network set-up, computer software and so on – please be aware that this is not our field of expertise and so we're not able to resolve these kinds of problems for you.

## If you're not happy

If at any point you have serious reservations about the project or our work, please communicate them as soon as possible.

The earlier we are informed of problems, the more chance we will have of resolving them to the satisfaction of everyone.

In the unlikely event that either party decide that we cannot continue to work together, you will pay for all the work completed to date.

We will always be reasonable and professional regarding outstanding payments and will always try to find a mutually agreeable settlement, but ultimately we retain the right to withdraw access to our work until it has been paid for in full.

## Customer responsibilities

Our ability to provide services is dependent upon your full and timely co-operation and any information and data you provide us.

You must provide us with access to, and use of, all information, data and documentation reasonably required to meet our obligations and shall be responsible for the accuracy and completeness of that information.

Following a reasonable request for information, if you have failed to provide the us with any of information which means we are unable to progress the development of the Site without the your cooperation, we reserve the right to raise an invoice for our time and expenses to date and hold any further work until such time as the information required to progress the work has been received.

## Third party products and open source software

We often use third party products and open source software in the provision of our services (e.g. Wordpress, Drupal). While we will endeavour to assist with any problems arising from these products we will not be liable for any defect in or for repair of them.

## Warranty

Whilst every effort is made to make sure the site is error free, we cannot guarantee that the display or functionality of the site will be uninterrupted or error free. If errors are found in services we have provided then we can correct these errors for free of charge for a period of 3 months after acceptance of the site. After the 3-month period, we reserve the right to quote separately for any work involved in correcting an error.

The warranty shall not apply to the extent that any failure of the site to perform substantially is caused by any materials, error or omission by the customer.

## Intellectual property rights

The software and code that we design and developed is our Intellectual Property. Upon receipt of full payment we grant you a non-exclusive

licence of such Intellectual Property Rights for the purpose of operating the site.

## Site content

It is your responsibility to insert content into the site using the software that we put in place. We may insert placeholder content and materials into the site as part of the development process.

If you are providing content for us to put onto your website, it must be provided in a format that we have agreed with previously. Time spent cleaning up or formatting content prior to insertion into the website will be charged at our hourly rate.

You will ensure that any materials and content you provide do not infringe any applicable laws, regulations or third party rights.

We will be permitted to include the statement “Designed by Function Design” hyperlinked to our business web domain on the home page of the Site in a form to be agreed.