

## **TERMS AND CONDITIONS**

The following terms & conditions are those on which Web Design by Magic sells its services.

### **In these terms of business:**

Conditions means these terms of business.

Contract means any contract that comes into being between Web Design by Magic and the Customer incorporating these Conditions.

Customer means the person firm or company to whom a quotation is addressed or by or on behalf of whom an order is placed.

Product means tangible products sold and any Website (including the software comprised therein) and ancillary Website services or advice supplied or other work done by Web Design by Magic in connection with the Product.

Ready for Use means (where applicable) the Product has been developed, acceptance tested and accepted in accordance with these Conditions.

Service means the supply of the Product, or Website and services and advice ancillary thereto.

Website means the World Wide Web site comprising all pages including graphics, audiovisual effects, software and any other material to be developed by Web Design by Magic pursuant to the Customer's requirement.

Website Services means Website publishing, Website development and maintenance.

### **General**

Unless otherwise specifically detailed in writing these Conditions alone shall be deemed to apply to all Services and offers by Web Design by Magic.

### **Quotes**

If Web Design by Magic provides the Customer with a quotation such a quotation shall constitute an offer on the part of Web Design by Magic.

### **Orders**

When an order is placed, either by telephone or in writing, Web Design by Magic will treat it as an offer to buy. However, Web Design by Magic will retain the right

to refuse to accept a project, without reason, if it feels it necessary. A non-refundable 50% deposit is required before any work can commence.

## **Specifications**

All specifications drawings and illustrations accompanying an quotation or offer or contained in the catalogue price lists or advertisements of the Customer are approximate only and shall not form part of the Contract unless expressly so stated in an estimate offer or agreed in writing by the parties.

Without prejudice to the generality of the foregoing, any such specifications drawings and illustrations are subject to such variations as may from time to time be made by the manufacturers, sub-contractors third party proprietary rights owners.

All dimensions, measurements and other particulars are stated in good faith as being approximately correct but immaterial deviations therefrom shall not render the Contract ineffective or form the basis of any claim against Web Design by Magic.

The Customer shall be solely responsible for the accuracy of all text specifications drawings and illustrations submitted by Web Design by Magic to the Customer for checking and approval before the work is further progressed and the Customer accepts responsibility for final proof-reading and artwork approval, including transparencies, prints and illustrations whether or not the Customer delegates this task to Web Design by Magic.

The Customer must at all times give a clear brief to Web Design by Magic and ensure that all the facts given and the Product which is the subject of the brief are accurate and in no way misleading.

## **Price**

All prices quoted are valid for acceptance by the Customer for 30 days only after which time (except to the extent such prices form part of a Contract) they may be altered by Web Design by Magic without giving notice to the Customer to reflect increases in costs to Web Design by Magic (including without limitation costs of materials, labour, transport and services and any tax duty or charge imposed by any government or other authorities).

## **Payment for Web Hosting Accounts and Domain Names**

All web hosting accounts are sold on a one year prepay basis. The full payment for a full year's service is required at the time of placing your order.

Payment can be made by cheque payable to Web Design by Magic or Paypal via the website – [www.webdesignbymagic.co.uk/payments.htm](http://www.webdesignbymagic.co.uk/payments.htm).

The renewal date for accounts will be one calendar year from the date of purchase or the date of the scheduled previous renewal. Account renewal reminders will be sent by email in advance of the renewal date. Payment must be received prior to renewal date.

Failure to pay within these time limits will cause suspension of the account or additional facilities until payment is received.

In the event that the Customer fails to renew domain names or web hosting or both combined, at the time of expiry, Web Design by Magic reserves the right to levy an additional administration fee in order to re-instate the website. A fee of up to £49.99 will be levied for a site of up to 5 pages. For websites over 5 pages a fee of up to £99.99 will be levied.

## **Limitation of Liability**

Web Design by Magic will not be responsible for any loss or damage your business may suffer. Web Design by Magic make no warranties, expressed or implied, for any services we offer.

Customers shall indemnify and hold harmless Web Design by Magic from any and all demands, liabilities, losses, costs, and claims, including all legal fees, asserted against Web Design by Magic and it's agents, customers, officers and employees, that may arise from any service provided or performed or agreed to be performed, or for any product sold by Web Design by Magic.

Web Design by Magic will not be responsible for any loss or damage caused by infringement of copyright or proprietary rights, supply of defective goods or services, any loss or damage (personal or business), caused by customers of Web Design by Magic.

## **Changes and Amendments**

Web Design by Magic reserve the right to amend and/or change these Terms and Conditions without notice.