

Terms and Conditions

1. Quotes and estimates are valid for 60 days. After this time, all prices are subject to change.
2. Once a quotation has been received, the Client must provide written confirmation that such a quote is acceptable. The quotation will thus form the basis of the contract between *mNm webdesign* and the Client. This contract is governed by the laws of England and the jurisdiction of the English Courts.
3. The following payment terms apply (unless otherwise agreed in writing with *mNm webdesign*): all previously agreed third party costs (e.g. web hosting etc) must be met in full prior to such elements being actioned; for all other costs - 50% of total with order, the remaining 50% on completion unless otherwise stated in writing from *mNm webdesign*.
4. Some designs may require the use of Third Party software or programming. Save for supply of such, *mNm webdesign* shall have no liability in respect thereof. Restrictions as to use etc. shall be as laid out in the Third Party License and Copyright agreements.
5. Should a problem arise with server hosting the client's website *mNm webdesign* will not be liable for any consequent losses e.g. loss of profits.
6. Any estimate given by *mNm webdesign* is given in good faith, but may be subject to change should Third Party suppliers vary their costs. *mNm webdesign* will give the Client as much notice as is practicable upon becoming aware that the cost of any estimate is likely to change.
7. The client must own the copyright or have reproduction rights of all content supplied to *mNm webdesign* for inclusion in the web design. The Client shall indemnify *mNm webdesign* for any and all costs whatsoever in connection with ownership of the copyright or reproduction rights.
8. Where reference is made to Web hosting for one year, or similar references, then this period begins once *mNm webdesign* is commissioned to start the webdesign.
9. *mNm webdesign* reserves the right to refuse publication on the web of any content it sees as being pornographic or offensive towards others.
10. *mNm webdesign* may hold domain names and/or hosting services temporarily on the Client's behalf using Third Parties. *mNm webdesign* cannot be held liable for any failure in any services provided by a Third Party to *mNm webdesign* on behalf of the Client.
11. If appropriate, *mNm webdesign* will temporarily publish on a holding, a design proof and/or samples, which are then subject to the Client's approval.
12. *mNm webdesign* will release Website codes, software, master files and graphics as soon as is practicable after the final payment has been made. Invoices should be paid within 14 days of invoicing. Any further modifications once the web design has been released will be chargeable under separate terms, unless such changes form part of a prior written agreement.
13. Site design, JavaScripts, and all programming remain the copyright of *mNm webdesign* (or the original Third Party copyright holders where appropriate) unless otherwise agreed. Site design, JavaScripts, and all programming shall not be modified without the express permission of *mNm webdesign* (or the original Third Party copyright holders where appropriate).
14. *mNm webdesign* cannot be held liable for any information contained within the Client's Website. The content of their web site remains the copyright property of the client. The client is liable for any reasonable costs incurred by *mNm webdesign* caused by the content of the Client's site, and agrees to indemnify *mNm webdesign* for any awards made by a court of law.
15. *mNm webdesign* cannot guarantee Search Engine acceptance and/or ranking, as these are under the direct control of various Third Parties.
16. All text and images should be supplied to us in a suitable electronic format (e.g. text as Word files and images as jpegs or gifs) and suitable size. Unless specifically detailed, scanning of images, creation of non-standard graphic or text components (e.g. curved borders, overlapping images, unique buy/basket icons, buttons, JavaScript or Java effects etc) and merging or other manipulation of graphic images is NOT included in any quote.
17. By requesting a quote or making a purchase, you agree that you have read, understand, and agree to abide by these terms and conditions, which are presented for your approval before you make your decision to request a webdesign quote or purchase.
18. *mNm webdesign* reserves the right to change in any way the availability of any of its services at its sole discretion, including these terms and conditions.

Disclaimer

Links to other websites on the *mNm webdesign* website are provided for your convenience only and *mNm webdesign* cannot be held responsible for the content of these sites.