

**Definition of our terminology as used within this document:**

1. A 'Project' is any work undertaken or service provided by Deviant Design Ltd for the Client on their request and as described in our confirmation order email to that Client.
2. A 'Client' is a person, persons, business or organisation using any of the services provided by Deviant Design Ltd.
3. 'Live Mode' means the date the website is available on the Client's chosen domain.
4. 'Domain' is the website address as specified by the Client.
5. 'Open Source Software' is software made freely available to anyone under the GNU General Public License (GPL).
6. 'Hosting' is a yearly cost to keep a clients website activated online.
7. 'Content' is both text and images that the Client requires on the website.

**Deviant Design Ltd Terms & Conditions**

1. The contract between Deviant Design Ltd and the Client will be on these conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.
2. The works to be carried out shall be as set out in the Deviant Design Ltd confirmation order email.
3. Email will be the method of contact with regard to all communication. Although Deviant Design Ltd can be contacted by telephone, we will use email as our 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. Deviant Design Ltd can not be held liable in any way relating to communication issues if we are not supplied a valid email address. Deviant Design Ltd will acknowledge all emails within 3 working days.
4. Free First Design Of your website, Deviant Design Ltd will provide a first design for free. This design remains the property of Deviant design Ltd until an agreement to our Terms & Conditions is made. Once work commences there may be charges to make changes to the initial design.
5. Deviant Design Ltd will only commence work on a Project after receipt of a non refundable, 50% deposit of the quoted Project fee from the Client. The final 50% payment is to be made on completion of the website. The website will then be switched to Live Mode once the Clients remaining balance is paid in full.
6. The deposit paid to Deviant Design Ltd covers the cost of design work carried out as well as any admin work and communication with Deviant Design Ltd. The deposit is non refundable.
7. Level 1 Flash animation refers to 3 hours of Flash development time on the clients website by Deviant Design Ltd.
8. Deviant Design Ltd 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.
9. It is important for the Client to keep in contact with Deviant Design Ltd throughout the entire Project. If a Client does not make contact for 1 week we will make up to 7 attempts to contact the client by email using the email address specified when the client went ahead. If we do not receive a response to these attempts of contact the Project may be terminated, and the deposit will not be refunded.

10. Where images used on the website have been purchased by Deviant Design Ltd on behalf of the Client, these images are strictly for use on the website only. Deviant Design Ltd 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.
11. Deviant Design Ltd will host the website if the Client requires us to do so and on receipt of full payment of our Hosting fees (if required see {11}). In doing so, Deviant Design Ltd 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.
12. Email accounts are Free and unlimited if the clients website is hosted with us. After the first 20 there will be a set up fee of £3 per email.
13. Deviant Design Ltd 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 Deviant Design Ltd.
14. All design work is to be proofed by the client and on acceptance the Client acknowledges this proof to be acceptable and 100% correct, Deviant Design Ltd should not be held responsible for any typo/spelling mistakes.
15. Where asked to provide search engine optimisation for a Client, Deviant Design Ltd do not guarantee any specific placement or high ranking on search engines.
16. Deviant Design Ltd will provide the Client with an expected completion date for the Project (live on the internet) if requested. Deviant Design Ltd 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. The expected completion date provided by any employee of Deviant Design Ltd is purely an estimate.
17. It is the Client's responsibility to check with Deviant Design Ltd whether Open Source Software is being used or not.
18. 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, modifying the design and any other complications that may arise. Open Source Software is not owned by Deviant Design Ltd or the Client.
19. Deviant Design Ltd own 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 Deviant Design Ltd for the Client, unless the images have been supplied by the Client. Item 16 is subject to item 15.
20. 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 Deviant Design Ltd, they will be the sole responsibility of the Client.
21. Domain names will be registered by Deviant Design Ltd and also registered to the Deviant Design Ltd current address. Although the domain names are registered to Deviant Design Ltd, the Client is the legal owner of the domain and if they request to have details changed or the domain transferred elsewhere, Deviant Design Ltd will do this within a reasonable timeframe.

22. A domain name will be registered by Deviant Design Ltd on behalf of the client once we have received the 40% deposit and 60% final payment and a completed creative brief.
23. It is the responsibility of the Client to renew their domain names when due. If a domain name expires, Deviant Design Ltd can not be held liable for this. However, Deviant Design Ltd will make reasonable effort to contact the Client regarding domain renewal.
24. When a Client renews Hosting with Deviant Design Ltd, this can also include domain renewal if the renewal is needed to keep the site functioning and was purchased with, or 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 Deviant Design Ltd can not be held liable for this.
25. 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 Deviant Design Ltd cannot contact the Client or the Client requests for Deviant Design Ltd to not host this site. This will also affect the domain as per item 21.
26. Hosting charges will apply to all websites, unless pre arranged before work commences. Then annual Hosting renewal charge must be received within 10 days of the Hosting expiry date. Deviant Design Ltd 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 Deviant Design Ltd for reactivating the website/Hosting.
27. If the Client does not use Deviant Design Ltd Hosting services, then the management and Hosting of the Domain name are the full responsibility of the Client.
28. Should a Client wish to move Hosting away from Deviant Design Ltd, a £60 admin charge will be issued, which must be paid before the transfer takes place. Database driven websites an extra £80 applies. To transfer a Domain name away from Deviant Design Ltd there will be a £30 fee.
29. Deviant Design Ltd 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 Deviant Design Ltd endorsement, or approval of the website or the material contained within the website. Deviant Design Ltd 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. Deviant Design Ltd 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.
30. Deviant Design Ltd are 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.
31. If a Domain name is purchased by the Client through a company other than Deviant Design Ltd, the Client has full responsibility in making sure that the domain name is renewed when due. Deviant Design Ltd will not renew the Domain name when annual Hosting renewal is due if the Domain name is purchased through a company other than Deviant Design Ltd.
32. Deviant Design Ltd 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 are governed by the laws of England and Wales. Jurisdiction for any claims arising in respect of this website's Content shall lie exclusively with the courts of England. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the

invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.