

Oktopuss Web Terms & Conditions

Definitions

Oktopuss Web Creations / OWC / The Company / We / Our	Oktopuss Web Creations
The Client / You	You, the Client
Site	Your website
Hosting	Hosting of the site on the web
Domain	Your website .co.uk/.com/.org/.net name

1. The contract between OWC and the Client will be under the conditions stated in this document and excludes all other terms and conditions. Any amendments to these terms must be confirmed in writing.
2. Email will be the agreed method of contact in respect of all communication. OWC can be contacted by telephone, but confirmation of orders will only take place by email, to ensure a clear understanding of commitments has been outlined. Please ensure we always have a valid email address for you.
3. OWC will start work on a Project after the Client has made a non refundable 25% deposit of the quoted Project fee. A further 25% payment (non-refundable) is required on approval of the home page design. The final 50% payment to be made once the Project has been completed to the client's satisfaction.
4. Hosting is included for a period of 12 months. This date is taken from the time the first web page is put on the server.
5. A Contact form is included for every 5 pages.
6. A Flash file is included for every 5 pages. A second file may be included in the price, dependent on the amount of work in the first file.
7. Your movie files can be loaded.
8. The client must ensure that their website complies with all the laws of the country in which it operates and shall not be in any way illegal.
9. OWC will agree to pay up to 10% of the website fee for stock images. This could be up to 3 new images for a 5 page site. OWC also has a supply of good quality images. These images are all available on the net so exclusivity is not likely.
10. OWC will agree to host the client website if the Client wishes this. Hosting requires payment of a fee, unless it is offered free. OWC will provide a professional service via Tentahost but do not personally guarantee that Hosting will be available at all times, in the event of natural disaster, mechanical, technical failures beyond Tentahost's control.
11. A service offered by OWC cannot lead to OWC being made responsible for any aspect of a clients business.
12. OWC will submit your completed site to Google.
13. OWC can give an expected completion time for the Project. OWC will endeavour to meet the deadline, but cannot guarantee to have the website live by this date.
14. Work will begin on your website once the first deposit has been made and the completed creative brief has been received.
15. OWC will own all parts of the website including design and code until settlement of the final payment is received in full. Once this has been received, ownership will pass to the Client.
16. 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 OWC cannot contact the Client or the Client requests for OWC to not host this site.
17. The Hosting renewal charge (currently £15 per annum) must be received within 10 days of the Hosting expiry date. OWC 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 OWC for reactivating the website/Hosting.
18. OWC provides a year's free hosting for all clients site's under 200MB and for sites greater than this where special arrangements have been made. This hosting is available when the client pays their deposit payment via PayPal.
19. All websites designed by OWC will include a hyperlink from the client's website home page to www.oktopuss.co.uk. The link is an essential part of the contract between OWC and the Client. A charge of £10 is made if you do not wish to have this link.
20. OWC offers hosting limited to 250mb of space unless otherwise agreed in the order.
21. OWC has no control of, or responsibility for, the content of Clients' websites. In no way does any content neither written nor graphic on any of our Client's websites constitute OWC endorsement, neither do we approve of the website content or the material contained within the website. OWC does not verify any of the content generally, including materials, images or information contained within a Client's web sites and is not responsible for the content or performance of these sites or for the Client's transactions with them.
22. OWC 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.
23. If a Domain name is purchased by the Client through a company other than OWC, the Client has full responsibility in making sure that the domain name is renewed when due. OWC will not renew the Domain name when annual Hosting renewal is due if the Domain name is purchased through a company other than OWC.