

Terms and Conditions

This agreement is made between The Client (the individual or company requesting the services of Meow Design Ltd) and Meow Design Ltd.

These terms and conditions are subject change and the most up to date version¹ will always be made available at <http://www.meowdesign.co.uk/MeowTandC.pdf>

1. Project initiation and acceptance

After initial consultation, Meow Design Ltd will provide the Client with a written quotation, valid for 30 days. At the time of acceptance, a contract will be issued for the Client to sign and return and the deposit as detailed in section 2 below will be invoiced to the Client.

2. Fees, charges and payment

Fees and charges will be set out in the written quotation provided to the Client and the following contract and schedule. Where the Client makes significant changes to the brief during the life of the project, or Meow Design Ltd unavoidably incurs significant additional charges in order to complete the project, then Meow Design Ltd reserves the right to charge the Client at the appropriate rate.

Upon acceptance of the quotation, a non-refundable and (usually) 40% deposit will be invoiced and becomes immediately due, unless agreed otherwise. This may include, in addition to the project deposit, any fees, subscriptions, licences or other costs payable in order to begin or complete the project. Meow Design Ltd reserves the right to wait for clearance of the deposit before commencing work on the project.

Fees, subscriptions, licences or other costs payable in order to complete the project which become apparent during the course of the project may be required to be paid at the time of the expense being incurred.

The balance of the project fee will be invoiced after the Client signs off the project as complete, in writing, which includes by post or email. However, for large projects which are expected to extend beyond four weeks duration, Meow Design Ltd reserves the right to invoice the Client on a monthly basis, 30 days from the project start date or the next working day. Ongoing or maintenance contracts will be invoiced on a monthly basis, on or near to the 1st of the month.

All invoices should be paid in full within the time specified on the invoice. Meow Design Ltd reserves the right to add interest to late payments and to add charges for costs incurred in recovering late payment, in accordance with the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002, or to assign a third party collection agent to recover late payments, who may also impose further charges.

Until works are fully paid for, ownership remains with Meow Design Ltd (see section 3 below).

Meow Design Ltd is not currently VAT registered. All invoices are issued in, and payments should be made in, Pounds Sterling unless otherwise agreed.

a. Additional payment terms for PAYG Wordpress plans

- i. The full cost of the website build is split into 12 equal monthly instalments, the first instalment becoming the deposit payable before work is commenced and with subsequent payments to be invoiced on or near to the 1st of the month.
- ii. If the plan is cancelled or the Client wishes the site to be moved to hosting elsewhere during the 12 month term then the remaining balance becomes immediately payable and the site may not be moved until the invoice is paid in full.
- iii. At the end of the 12 month term the Client may choose to move their site for hosting elsewhere at no extra charge, or will be invoiced for one further year's annual hosting at the current rate, to be advised 30 days prior to the end of the term. Cancellation must be received within the period specified within the advice notice to avoid charges.

¹ MeowTandC.pdf / v.2 / 23rd May 2011

3. Unauthorised use and suspension of service

Until works are fully paid for, ownership remains with Meow Design Ltd. Unauthorised usage of work (including but not limited to publication, promotion or other use to gain profit) may become subject to legal action. The Client will be liable for any costs incurred by such action.

Meow Design Ltd reserves the right to suspend hosting and email services and to remove websites and documents from the servers if an invoice remains unpaid 30 days after the invoiced payment period expires, or to suspend with immediate effect for reasons outlined in sections 5a and 5b below.

4. Hosting

Hosting fees where hosting is provided on allocated Meow Design Ltd servers, or hosting is arranged by Meow Design Ltd on behalf of the Client, are paid in advance. Meow Design Ltd reserves the right to increase or decrease rates at any time in accordance with the allocated hosting provider. The new rate will take effect upon the Client's next renewal date or at the date Meow Design Ltd become liable for charges, whichever is the sooner.

Cancellation of hosting requires 30 days notice. During this notice period, if required, Meow Design Ltd will help the Client to transfer to a new host for which there may be a charge. Refunds will not be issued after the first 30 days of a hosting contract have passed.

A reminder of the hosting expiration will be sent via email at 28 and 21 days before a term is due to expire. If no cancellation is received, the Client will be invoiced 14 days before the end of the term and a new term entered into upon expiry of the existing term.

If a hosting invoice remains unpaid for 30 days after the standard 14 day payment period expires, Meow Design Ltd reserves the right to suspend services.

5. Acceptable Usage Policies

a. Hosting

Meow Design Ltd will not agree to host or create websites which:

- are racist, sexist, or otherwise discriminatory or which promote hate or violence
- are illegal by their nature or which promote illegal activities or are used for fraudulent purposes
- show or incite inappropriate actions against or relating to minors
- contain pornographic content

Meow Design Ltd reserves the right to remove any website deemed offensive or inappropriate without notice and, if necessary, inform the relevant authorities.

b. Email

The Client agrees that in sending and receiving mail via the allocated Meow Design Ltd servers or when hosting is arranged by Meow Design Ltd on behalf of the Client, and when using the email address of a domain associated with allocated Meow Design Ltd servers, they will:

- not send spam, or unsolicited mass mail
- not transmit viruses, trojan horses or other nasties
- not use their email address for anything illegal, fraudulent or otherwise unsavoury in line with the website hosting terms above

Virus filters are installed on servers (unless advised otherwise at the start of the term) and are kept up to date. Spam filters are included with every account (unless advised otherwise at the start of the term). Meow Design Ltd cannot be held responsible for any spam or infected mail which may slip through the filters.

6. Project Cancellation

Returning a signed contract and schedule is an obligation to honour the contract formed by returning the document.

If a project should be cancelled by the Client before completion, a percentage of the balance may become due in accordance with how far the project has progressed.

If a project should be cancelled by Meow Design Ltd before completion, the nature of the cancellation will determine whether fees are due - e.g. significant changes to the initial brief which would cause a site to contravene the Hosting Acceptable Usage Policy set out in 5a above (whether or not it would be hosted on the Meow Design Ltd allocated servers) will cause the contract to come to an end and will attract payment of a percentage of the balance in accordance with how far the project has progressed.

7. Copyright

Meow Design Ltd will retain copyright of all works created by Meow Design Ltd until paid for in full by the Client. Upon payment clearing to Meow Design Ltd, copyright passes to the Client unless otherwise agreed. However, as the creator of the work, Meow Design Ltd reserves the right to showcase the work in portfolios unless otherwise agreed.

Meow Design Ltd reserves the right to not create work using copyrighted material which the Client does not have permission to use, and the Client agrees that they will not submit any such material. Proof of copyright/permission may be required.

In the event of a copyright dispute arising, the Client agrees that they will be held responsible for content submitted to Meow Design Ltd, and that Meow Design Ltd will not be held responsible for any such copyright breach.

8. Compatibility

Websites are tested on latest versions of Internet Explorer, Firefox, Opera and Safari browsers and some historical versions of Internet Explorer. Meow Design Ltd cannot guarantee complete compatibility with all browsers or older versions of common browsers.

PDF is a standard file type and should be compatible across multiple platforms. MS Office files are built for cross-compatibility. Photographs/images will be provided in the most commonly compatible/suitable formats (unless otherwise requested).

9. Server uptime

No guarantees can be made as to the availability of web servers. Meow Design Ltd cannot accept liability for losses caused by the unavailability, malfunction or interruption of the server technology, or for loss of revenue from outages. Meow Design Ltd will endeavour to keep all Clients informed at the earliest opportunity with any known technology issues or planned service updates which may affect server performance.

10. Privacy policy

Any personal details given to Meow Design Ltd will be used solely by Meow Design Ltd for purposes relating to an enquiry or project, or for sending occasional promotional emails directly from Meow Design Ltd. Rest assured that Client details will never be given (or sold) to any third party unless required by law.