

# TERMS & CONDITIONS

The following Terms and Conditions set out the way that our business, Duck Feet, 3, The Avenue, Winchester Hill, Sutton Scotney, Hampshire, SO21 3JN (hereinafter referred to as ‘Duck Feet,’ ‘we,’ ‘us,’ ‘our’), will undertake work on your behalf. Although it should not be considered to be as exhaustive, the way we operate is indeed very transparent, with no hidden agenda.

Our clientele is our lifeline and as such, we want you, the client to be happy with our work and the service we provide to you. These Terms and Conditions therefore identify our general Terms of Business.

“Intellectual Property” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, designs, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**1**
Here at Duck Feet, we design and build Websites. We also offer at additional cost, other or additional services such as SEO (Search Engine Optimisation), Website Hosting, graphic design services and other such associated services, inclusive, but not limited to, Social Media services, as may be agreed and as instructed by you, the client.

**2**
Duck Feet will provide to you, the client, prior to formally accepting any work from you, a full written quotation outlining the structure of the website and the work Duck Feet are to undertake as per the brief provided by you and agreed with you, the client. It is a condition of Duck Feet accepting any work from you, that you, the client, shall confirm your acceptance of the quote in writing and upon paying a 30% deposit be bound by these Terms and Conditions. Under no circumstances will Duck Feet commence or undertake any work on your behalf until we received a written acceptance and payment of deposit. Unfortunately, we have been caught out previously, and as such, there will be no exceptions to this requirement. We thank you for your understanding.

**3**
Any changes outside of the quotation referred to in point (2) above, may result in an additional charge. We understand that the process of building a website can be fluid with changes to the original brief being necessary. Where changes incur extra cost you will be notified in writing.

**4**
The website and all design work shall remain the property of Duck Feet until full cleared payment has been made by you, the client to us, Duck Feet. For that reason, the points in (2) and (3) above MUST be adhered to, which we feel is not only fair, but more than reasonable.

**5**
Upon completion of the website project, we do require full payment to be made to us in cleared funds prior to the launch of the website. There will be no exceptions to this requirement. Please note that our preferred payment mechanism is by bank transfer though we can take payment by debit or credit card where you need us to. We don’t accept payment by cheque. Where we do not receive payment within 30 days of issuing you an invoice, statutory interest at a rate of 8% above the Bank of England Base Rate will apply.

**6**
Obviously we cannot produce the website without your content, but we do understand that it does take time to collate the necessary information and/or images/other content. However, if Duck Feet does not receive the content in full from you, the client, or your agent(s) within 6 (six) weeks of your instruction and acceptance of our quotation, then Duck Feet does reserve the right to charge you, the client, up to 50% (fifty percent) of the quotation price if we have commenced work. To clarify, this is because the way we build websites is from the ground upwards. In other words, the behind the scenes coding and structure of the website is built prior to the content being placed upon the website. Substantial time and effort is expended by Duck Feet in the priority work that is required to make the website function correctly, which is included within the price we charge you. This also ensures longevity of your website. However, if the project is not able to proceed due to lack of content from you, the client, then in reality, our time will have been wasted, and we will have incurred substantial expense.

**7**
With regard to point (6) above, it is expressly stated that Duck Feet are not responsible for writing or supplying content whether it be text, or providing any other content/images for the project within the agreed price, as set out in the quotation as indicated at point (2) above. Duck Feet may however be able to assist you in this regard at an additional cost. Please call us for further information and an indication of the likely cost thereto.

**8**
It is the full responsibility of you, the client, when providing Duck Feet with any image(s) for use upon your website that you do have the right to use such image(s). You will be assumed to have warranted that you do own the rights to such image(s) or have license for such use of them. It is therefore essential that you make sure you are not breaching any copyright(s) or Intellectual Property rights that may apply, as Duck Feet will accept no liability for any breach of copyright(s) or Intellectual Property rights that may have been breached. Please do be aware that any image(s) you, the client, or your agent(s) may find or source through search engine searches, online or anywhere else may not necessarily be free for you, the client, to legally re-use without purchasing a license and paying the appropriate copyright holder (or their agent) a fee for such use.

**9**
Once the website has been completed in full and tested by Duck Feet, we shall submit it to you, the client, for your final approval of our work prior to launch. While we do take care to ensure our work meets our own very high standards and is free from errors (we are very precise, but only human), we do expect you, the client, to fully check and then re-check any content for accuracy, acceptability, errors and/or omissions and to advise us here at Duck Feet as soon as is practicably possible of any problem, errors and/or omissions.

**10**
Upon completion of the website and once payment has been made in full as set out in point (5) above, all rights to the Intellectual Property produced shall be vested in you, the client.

**11**
If final approval to launch the Website is delayed by you, the client, through no fault of Duck Feet, then payment will be due in FULL within 30 days of submission by Duck Feet of the final approval for launch of the website, to you, the client, in any event. Please note that statutory interest for late payment will apply as per clause 5.

**12**
Once final payment is made to Duck Feet, you, the client have a further 30 days to continue to check for content accuracy, bugs or errors and should advise Duck Feet within the 30 days provided. After 30 days Duck Feet reserve the right to charge for any problems, errors, bugs or omissions that require further time to be rectified.

**13**
Duck Feet do reserve the right to re-use any code written by Duck Feet in the creation for you, the client, in your website or any other software solution in subsequent applications for other clients. However, we wish to make it very clear that we will not under any circumstances re-use any material and/or content/images supplied by you, the client, to Duck Feet, without your prior written consent which must be submitted to Duck Feet by email or letter . Duck Feet does warrant that in the event a client may request to use any content/images that you have supplied to Duck Feet that they may have seen online or in our or any other portfolio, we shall in the first instance make a request to you in writing, seeking your written consent. At that point, you, the client can make a decision whether or not you will allow the use of such content supplied by you or a modified version in any form, together with any terms you may wish to apply thereto.

**14**
By instructing Duck Feet to design and build a website, you, the client, agree to allow Duck Feet to use any design or extract of such website we may have designed and built for you, the client, for promotional purposes of any finished work in any portfolio, either online or in any other promotional material Duck Feet may choose to use from time to time to promote Duck Feet and our work.

**15**
Duck Feet make every effort to ensure that websites are designed to be viewed by the majority of visitors. All of Duck Feet’s websites are designed to work with the latest version of popular browsers such Google Chrome, Microsoft Edge, Mozilla Firefox and Apple’s Safari. However, you, the client, shall accept that Duck Feet cannot guarantee correct functionality with all browser software across different operating systems. As such, Duck Feet cannot accept responsibility for web pages, images or graphics, which do not display acceptably in new versions of browsers released after the website has been designed and launched over to you, the client. Therefore, Duck Feet does reserve the right to quote a fee for any necessary work involved in changing the website design code for it to work with updated browser software.

**16**
Any Hosting that may be supplied by Duck Feet shall be limited to 1GB (one gigabyte) of space. Additional storage space will incur additional cost. Please contact us for pricing.

**17**
We may, at our own discretion, offer domain name registration via a third party service. You agree that the registration of a domain name does not provide endorsement of the right to use the name. You are responsible for ensuring you have the rights to use the name and agree to indemnify and hold Duck Feet harmless from any claim resulting from the registration of your domain name. The domain name will be registered in your own name however we may register our name as the technical/admin contact details to allow for the administration of the domain name in relation to the given work. If you request that your details are used as the technical/admin contact then it is your responsibility to administer the domain and associated services and you shall agree to fully abide by the terms and conditions set out by the third party for such services. You are liable to pay us for any domain name registrations and the initial set-up of the hosting, if included as part of the website build.

**18**
An annual fee will be charged for hosting. The fee will be charged before the website we design and build for you goes live. This is an annual fee which includes the hosting of the website, one email box (if required) plus use of any 3rd party software provided by Duck Feet that may be necessary for the running of your website. Until Duck Feet shall receive in writing via email or letter, you, the client, undertake to pay all hosting fees on an annual basis in advance or quarterly basis in advance if agreed. We do reserve the right to modify the annual fee charged from time to time. In the event of fees not being paid by the hosting due date, Duck Feet reserve the right to suspend hosting services . Duck Feet accept no liability for any losses incurred by you the client as a result of the loss of hosting services. A fee of £25 will be payable to re-establish the hosting service after suspension.

**19**
We do take the matter of privacy very seriously. As such, any information that you may provide to us or share with us, via email or letter or any other medium shall remain strictly private and confidential between you, the client and Duck Feet. You warrant that you too will respect the confidential nature of any information that we share with you, in any medium, and will not divulge any correspondence or communication with any third parties without our prior written consent.

**20**
As is good business practice, we will not engage or enter into any work or works that deal with matters or subjects of an immoral or illegal nature. Therefore, please do not provide Duck Feet with any information and/or content or images of an illegal or inappropriate nature, or ask us to undertake such work, as we will not entertain dealing with such material, and may be obligated to pass on such information, content and images to the necessary or appropriate authorities. There will be no exceptions.

**21**
Where your website or social media platforms allow for users to leave comments or reviews, please note that we have no responsibility for monitoring or controlling any submissions submitted by third parties.

**22**
Whilst every endeavour will be made to ensure the smooth running of your website, please note that we do not guarantee that hosting services and/or your website will be available at all times and will be free from defects and faults. We will not be liable for any failure to perform or delay in performance of any of our obligations under these Terms and Conditions that is caused by events outside our reasonable control (Force Majeure Event). Force Majeure events include, but are not limited to strikes and lock-outs, natural disasters, telecommunication problems, software failure, hardware failure, third party interference, computer viruses, ISP equipment failure, host equipment failure, power failure, war and intervention by state or authority. In the event of a Force Majeure event, we shall immediately inform you of the details of the intervening event and discuss the appropriate measures to be taken. Our provision of services is deemed to be suspended for the period that the Force Majeure event continues.

**23**
To the maximum extent permitted by law, Duck Feet accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential or exemplary damages arising from the use of your website or any information contained therein. Nothing in these Terms and Conditions excludes our liability for death or personal injury caused by our negligence or for fraud or fraudulent representation.

**24**
If you would like to cancel an ongoing service with us, you must communicate your intent to cancel with 14 days’ notice in writing. Duck Feet is entitled to be paid for all work completed until the notice of cancellation and will promptly invoice you for all services performed but not yet invoiced. We will retain all work produced until the outstanding balance is paid in full.

**25**
We reserve the right to terminate any agreement entered between us, with immediate effect, where in our opinion, you are in breach of these Terms and Conditions. No refunds will be given in such a situation.

**26**
Upon the cancellation of any agreement entered into between us for any reason, all accrued rights and liabilities included in these Terms and Conditions shall not be affected together with any other provision of these terms which expressly or by implication is intended to survive termination.

**27**
If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision shall not be affected.

**28**
No one other than you or us has the right to enforce a term of any agreement entered into between us.

**29**
These Terms and Conditions and your order constitute the entire agreement between us and supersede all prior agreements and understandings between us relating to our services.

**30**
Here at Duck Feet our business is built on quality workmanship, and delivering exceptional website and graphic design. We want you, the client, to be happy with the service we provide to you, as our reputation is built upon recommendation. However, should you encounter any difficulties with your website, we are only a telephone call or email away. We will always endeavour to ensure we deal with any issues you may have with your website as quickly and efficiently as possible, so please feel free to contact us during normal business hours by telephone, or by email at any time. We will endeavour to get back to you as soon as is practically possible.

**31**
The Terms and Conditions as set out herein, shall be construed as to be governed by the Laws of England and Wales and the English courts shall have exclusive jurisdiction in relation to any dispute arising out of or in connection with any contract between us.

**32**
We reserve the right to alter these Terms and Conditions at any time.

**33**
Finally, if there is anything within these Terms and Conditions as set out in points (1) through to (32) above that you are not clear about, please do contact us in the first instance for any further explanation. If you are not satisfied with any explanation that we may give to you therein, we would advise you to seek your own independent legal advice prior to agreeing to these Terms and Conditions.

**Business Information:**

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