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Spark Digital Marketing Ltd Terms & Conditions

The following terms and conditions apply to all products and services offered by Spark Digital Marketing Ltd. By ordering products and services from Spark Digital Marketing Ltd you are agreeing to the following terms and conditions:

Starting work on your website

1. Acceptance of a commission by us is deemed as a contractual agreement between the client and us.
2. Any estimate is valid for 30 days only. After 30 days the client may apply for a new estimate. We reserve the right to retract any estimate within 30 days without disclosing our reasons for doing so.
3. We shall agree a design brief with the client before starting work. When the brief is agreed including the cost then the client will pay us 50% of the costs before we start work. On completion of the work we shall place the client's web site on a preview site in order that the client can view and provide feedback on the site. When the client agrees with the design of the website or if no comment is made within 10 days of the website being displayed then the balance of the cost will be payable within 14 days. Following payment we will publish the client's site on their server.
4. If at any point during the web site development cycle a client wishes to terminate the agreement, we shall invoice the client an amount in proportion to the work completed. This will include administration and travel time. No property in the work done shall pass to the client.
5. We shall make every effort to design pages which are displayed in most popular current browsers, but cannot accept responsibility for any degradation in new versions of browsers released subsequent to pages being designed. Any additional coding to upgrade pages as a result of new browser versions will be chargeable to the client.
6. We will retain ownership of all material such as HTML code, Cascading Style Sheets, images, text and domain name registration until such time as payment for the material has been received, or contract termination costs have been received.
7. Ownership of the site, including HTML code, Cascading Style Sheets, images, text and domain name registration pass to the client after all monies have been received.
8. All our websites are built using the Website Baker CMS or OpenCart eCommerce platform. These are open source and published under the GNU license meaning you can transfer your website to any other agency should you wish to do so.
9. We shall endeavour to complete the design of the web site within the time limits we have agreed with you. We shall not be liable for any delay in completing the design within the agreed time particularly if this is for reasons outside our control or because of the client's delay in giving us information we request in approving any items of content we submit to them for that approval.

Content

10. If, during the development of the web site the client fails to provide within time limits stipulated by us, the content requested and required by us to complete the site then any previously agreed timescales are deemed to be invalid.

11. If no content is provided within such time limits then we reserve the right to consider that the client wishes to terminate and we may terminate the contract and will invoice accordingly for time spent and no property in the work done will pass to the client.
12. We reserve the right to refuse to construct a web site that is judged to be unsuitable due to content or otherwise. This includes, but is not limited by, sites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws.
13. The client is liable for the accuracy of all information it supplies to us and for the accuracy of all information contained in the website prepared by us. The client will indemnify us for any liability we incur to third parties as a result of the content.

Domain names & hosting

14. We cannot guarantee the registration of any requested domain name and the client cannot assume that registration has effected until specific confirmation of registration. All domain names will be registered in the client's name and will therefore be the legal owner of the domain name.
15. Although we will endeavour to remind you of your domain name renewal, it is the responsibility of the client to ensure that domain name registration is maintained.
16. Our hosting and domain name registration services are in association with Namesco Ltd. Therefore the Namesco Terms and Conditions apply to these services and may overrule any of the Spark Digital Marketing Ltd Terms of Conditions. Please see http://www.names.co.uk/terms.html for the Namesco terms and Conditions.
17. Web hosting is to be paid in advance annually and is non-refundable.

Miscellaneous

18. Any payment returned by the bank will incur a £50 administration charge. This will be invoiced and added to any outstanding debt owed by the client.
19. We reserve the right to stop hosting and email services if an invoice for any other work is refused to be paid.
20. We reserve the right to alter prices at any time without notice. If a client has commissioned any service prior to a change in price then that commission will not be subject to a change in price, providing that requested content has been provided by the client in a timely manner. Any subsequent commission may be subject to a change in price.
21. By agreeing to these terms and conditions the client's statutory rights are not affected.
22. Spark Digital Marketing Ltd. reserve the right to change or modify any of the terms and conditions contained in the Terms and Conditions, and will notify all clients within 10 working days of such a change.
23. We are not liable for any damage or loss (including economic or consequential loss) the client claims to suffer as a result of any error or act of us. This includes, but is not limited by, inaccurate site content or (mail) server downtime.

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