

Terms & Conditions (April 2008 Edition)

These Terms & Conditions set out the basis under which we do business and are designed to offer both parties protection in the unlikely event of a dispute. Clients should note that, by instructing WKMS Ltd. to act for them, they accept these Terms and Conditions in full and without variation.

Estimates and Charges

Estimates and quotations are based on information supplied by the Client, the anticipated size and complexity of the work and current design and production costs. Unless otherwise agreed in advance, our charges are subject to reasonable variation to reflect changes in any of these factors.

Charges for Packaged Design services are subject to variation without notice and the current pricing should be confirmed before placing an order. Any of the services we offer may be withdrawn at any time without notice. The features included in our packaged Design services are subject to revision and / or withdrawal at any time without notice and current features should be confirmed before placing an order.

We will give the Client a fixed price for agreed artwork and printing costs (if required) at the outset so there will be no unexpected charges later.

Value Added Tax is payable at rate ruling.

All preliminary, experimental or additional work carried out by agreement or at the Client's express request will be charged for at the usual rate for the job according to our current pricing.

Content for the site should be given to us as soon as possible, preferably during the design phase, so the designer can accommodate the text into the site. Clients should note that the amount of time spent on the construction phase is the same as for the design phase. If the site is placed with cms, the development time spent on it is the same as with other phases. Once construction is complete and content is given, any later change of content will incur an extra charge, calculated on an hourly basis.

Typing charges will be incurred for any copy not supplied on disc or in electronic format (such as e-mail).

The initial design work is an idea of what a completed website will look like. However, Clients should bear in mind that html format has its limitations and, despite our best efforts, its final appearance cannot be guaranteed to be identical to its appearance at the design stage. Clients should note that not all Web page design features (such as Frames, Forms and JavaScript) will function in all Web browser versions. In addition, Web page content may view differently in different browsers. Additional charges may be incurred for optimising a site for specified browser versions.

Proofs

Proofs will be submitted for Client approval and WKMS Ltd. will not be held liable for any errors or omissions not corrected by the Client in these proofs. Any subsequent Client alterations and consequent additional proofs will be charged at our usual rate. Clients should note that Web Design proofs are submitted as files temporarily uploaded to a password-protected area on our web server for viewing over the Internet, unless otherwise agreed in advance. Written approval is required by the Client (preferably in an e-mail format) in order for us to proceed to the construction stage.

Graphic design proofs are submitted in the form of a PDF document sent as an attachment via an e-mail. For any graphic design work Clients will receive a visual of their proposed order and be required to provide written confirmation before going to print (if print is desired) that the layout, copy and artwork are correct. If alterations are required, these will be charged for accordingly at our usual rate. The Company will not be held responsible for any errors overlooked by the Client, no matter how prominent.

Payment and Delivery

Work is accepted on the basis of an upfront payment, quoted at consultation stage and/or a regular monthly fee agreement by Standing Order quoted at consultation stage being received before commencement, unless otherwise agreed in advance. Standing Orders will only be processed upon full completion of services ordered. Prices quoted are valid for 14 days from day of quotation.

Clients on maintenance or marketing agreements are expected to pay a fixed fee agreed in advance by standing order until the contract is cancelled.

Liability

The limit of liability will be restricted to the cost of the services provided by WKMS Ltd. and no liability will be accepted for consequential losses of any kind. This includes, for Internet-related services, loss of trade owing to temporary malfunction.

Goods shall be delivered as soon as they are ready and whilst every effort is made to ensure that the Company meets its pre-arranged delivery dates, there are no guarantees as to those dates. Therefore, WKMS Ltd. can accept no responsibility for any costs or losses of income sustained by the Client due to production delays, howsoever caused.

If a Client delays the working process by not responding or not delivering the content on time, this will subsequently affect the deadline, and WKMS Ltd. will not take responsibility for any such delays so occasioned. Furthermore, no liability will be accepted for delays or failure to complete work owing to acts or omissions of third parties, force majeure and other circumstances beyond the control of WKMS Ltd.

For Web Design work, owing to the inherent limitations in Internet technologies, WKMS Ltd. cannot guarantee accuracy in colour reproduction, page formatting or the universal availability of website design functions.

If a site is set up for e-commerce, we need at least a week for testing with the payment process in place (Worldpay, Paypal, etc.)

During an online payment process, we can try to predict what a user may do, but WKMS Ltd. can take no responsibility for lost transactions due to actions we cannot control, such as a user closing their browser before being redirected to a confirmation page, or through malicious use.

WKMS Ltd. is not responsible for registration or management of any external services, such as Paypal, Worldpay, other hosting companies, or domain names registrants.

If a Client chooses Paypal, Worldpay or any other online payment process, it is their responsibility to learn how that process works. WKMS Ltd. can only recommend services with which we have worked and have experience.

WKMS Ltd. cannot assume responsibility for the performance of sites that are not hosted with us. WKMS uses 3rd party hosting suppliers and, in the event of a problem with any site hosted on our servers, would do anything possible to rectify any such problem, although we cannot take any responsibility for the speed of response or quality of work by those 3rd parties.

WKMS Ltd. is not responsible for domain names that were not bought or hosted by us.

WKMS Ltd. is not responsible for any DNS changes not carried out by us.

Clients should note that DNS changes usually take around 48 hours to fully propagate.

During this time any web site might not be available for viewing. Clients should be aware that during this period there may be some e-mail downtime as well.

In cases where the hosting of an existing web site is transferred to WKMS Ltd., Clients are advised to provide us with their desired e-mail addresses so we can avoid any e-mail downtime.

Despite our best efforts SEO (Search Engine Optimisation) does not guarantee improvement in ranking. We follow guidelines proposed by the most popular search engines (Google, Yahoo, MSN, etc). Improvement usually happens gradually over a long period of time, hence we recommend that the optimisation campaign should be carried out over at least 6 months.

Clients should note that the purchase of a content management system (CMS) does not include future upgrades to the system. This is only available through a maintenance contract, which can be made available at an additional monthly / yearly charge.

Content provided by Clients

WKMS Ltd. reserves the right to decline the use of low resolution or poor quality images. In the interests of maintaining quality and performance on the Web, original high resolution images supplied on disc by the Client are preferred instead of already optimised and resized images.

The Client may give exact and detailed instructions for copy and layout submitted in clear printing or type, or, in the case of layout, explicit draft format, but it must be understood that we will prepare artwork for the Client's order in accordance with our professional judgment. We cannot be held responsible for errors arising from ambiguities.

WKMS Ltd. reserves the right to make spelling and grammatical corrections prior to proofing and approval by the Client.

The Client must ensure that all materials submitted are legal and suitable for publication. This includes careful attention to avoid copyright and trademark infringements.

WKMS Ltd. will refuse to work with any materials that are, or may be considered to be, illegal, obscene, libelous, inappropriate or otherwise unsuitable for publication.

Notwithstanding the above, the Client agrees to indemnify WKMS Ltd. against any claims and costs incurred as a result of publishing content for the Client that is, or may be considered to be, illegal, obscene, libelous, inappropriate or otherwise unsuitable for publication or which constitutes, or may be considered to constitute, an infringement of rights.

Materials provided by Clients

All materials submitted will be at the Client's risk, both when in transit and while held by WKMS Ltd. Clients are advised to insure their materials against any loss or damage as appropriate.

Artwork

Should artwork be supplied, every care and consideration is taken while the goods are entrusted to the Company, though no responsibility can be accepted by the Company for any damage or loss occasioned to such goods, howsoever caused. Accepted artwork / photographs will be taken as production-ready and will not be altered in any way except on the Client's written instructions and in that event, no responsibility will be accepted for any errors in them not being corrected by the Client.

Printing

Printing is not carried out in-house but can be arranged by the Company on behalf of the Client. The Company reserves the right to use a printing house of its choice. Every endeavour will be made to deliver the correct quantity ordered but estimates are conditional upon margins of 5% to 10% being allowed for overs or shortages. Text deletions are subject to a 10% variation. Colour control is kept to the optimum but some colour variance may occur.

Domain Name

WKMS own the Domain Name for the minimum period of 2 years of which it was registered. If the standing order is cancelled within the first 12 months you have the right to purchase the domain from WKMS for £300 – If the period is over 12 months the you can purchase the domain for £200. This price is set and not negotiable.

Cancellation

Any confirmed order subsequently cancelled for any reason by the Client will be charged at a minimum of 100% of the total quoted set up fee + VAT. Termination of rolling agreements must be made in writing 28 days prior.

Orders

The Company shall be entitled to refuse any order which they feel they cannot complete for whatever reason.

Claims

Complaints or claims regarding invoices or quality of work will not be entertained unless lodged by the Client within seven days of the receipt of goods.

Insolvency

In the event that the Client is unable to settle business debts, for whatever reason, WKMS Ltd. reserves the right to cease work on behalf of the Client and charge for work already carried out with immediate effect.

Inclusion of Client work in White Knight Marketing Solutions Ltd. portfolio
WKMS Ltd. reserves the right to reproduce copies of the Client's completed work in its portfolio for the purposes of advertising and promotion, unless otherwise agreed to in writing.

White Knight Marketing Solutions Ltd. web site

A design credit will be included on all pages of web sites that we design. Each credit will be hyperlinked to the WKMS Ltd. web site.

Revisions to our Terms and Conditions

We reserve the right to alter our Terms and Conditions at any time without prior notice and Clients should confirm our current Terms and Conditions before placing an order.

Complaints Procedure

If for any reason a Client should feel that the service provided by WKMS Ltd. has not met their expectations, they should write with full details of their complaint to:

Customer Service Department, White Knight Marketing Solutions Ltd., Brookhill Road, Brookhill Industrial Estate, Pinxton, Nottinghamshire NG16 6NT who will undertake to deal with their complaint quickly and fairly.

In the event that this does not satisfactorily resolve the matter, the Client will be referred to an Independent Arbitrator who shall be appointed under the Terms of the Arbitration Act 1996 and whose decision shall be final.

Law

Any dispute arising under these Terms & Conditions and any other terms of contract between WKMS, and the Client shall be governed by and construed in accordance with the laws of England and each of the parties hereto submit themselves to the jurisdiction of the English Courts.