



## **Killerwebs Web Design Studio & KillerSEO** **Terms & Conditions**

### **Definitions:**

The Client: The company or individual requesting the services of Killerwebs Web Design Studio.

Killerwebs Web Design Studio: Web Design Company/site owner or appointed partners.

### **General**

Killerwebs Web Design Studio will carry out work only where an agreement is provided either by email, telephone, mail or fax. Killerwebs Web Design Studio will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Killerwebs Web Design Studio and the client; this includes telephone and email agreements.

### **Website Design**

whilst every measure will be made to ensure that the website and any scripts or programs are free of errors, Killerwebs Web Design Studio cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of Killerwebs Web Design Studio until all outstanding accounts are paid in full.

Killerwebs Web Design Studio will not accept responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to briefs provided will be carried out at the discretion of Killerwebs Web Design Studio and where no charge is made by Killerwebs Web Design Studio for such additions, Killerwebs Web Design Studio accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to Killerwebs Web Design Studio all materials required to complete the site to the agreed standard and within the set deadline.

Killerwebs Web Design Studio will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Killerwebs Web Design Studio will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrong doing on the part of a site owner. i.e. Any disputes re content/images that have been provided to us for inclusion on the site.

Killerwebs Web Design Studio will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

Killerwebs Web Design Studio will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e. If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the client's satisfaction and no refunds can be offered. We do offer free updates for a month after completion to allow for any final amendments that may be required.

Where applications or sites are developed on servers not recommended by Killerwebs Web Design Studio, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the client's responsibility to provide a suitable testing environment which is identical to the final production environment.

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The client is expected to test fully any application or programming relating to a site developed by Killerwebs Web Design Studio before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Killerwebs Web Design Studio will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

Killerwebs Web Design Studio have the right to place a small link to any of the Killerwebs websites unless a waiver is agreed to between the client and Killerwebs Web Design Studio.

### Compatibility

Killerwebs Web Design Studio will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer. Killerwebs Web Design Studio can offer no guarantees of correct function with all browser software.

### Website Optimisation (SEO)

Due to external factors, such as changes to the way search engines rank websites, we cannot offer any guarantees regarding the position we will achieve for websites. The process of optimising websites itself will bring in more traffic and hits and you'll see visits increase to your site naturally. We cannot accept liability for any change in rankings, or drop off in the position of your website due to changes in the algorithms of the search engines or the factors that they use to rank websites.

We use 'white hat techniques' when optimising websites and always aim to achieve a top ten ranking for your website within six months of undertaking the optimisation process. Due to the work involved payment is required in advance and we are unable to offer a refund of any monies to clients in relation to this type of work.

Termination of any SEO plan, should you wish to terminate our SEO agreement then the following should apply:-

Monthly SEO – 1 Months' notice required

Annual SEO - 3 Months' notice required prior to the renewal date. **Strictly No Refunds**, please see footnote (1) below

### Website Hosting

Whilst Killerwebs Web Design Studio recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service by Killerwebs Web Design Studio cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Killerwebs Web Design Studio reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the free hosting service should the necessity arise.

### Payment of Accounts

Payment in full is required from any new client before any work is carried out. Existing Clients It is the policy of Killerwebs Web Design Studio that any outstanding accounts for work carried out by Killerwebs Web Design Studio or its appointed partners are required to be paid in full, no later than 7 days from the date of the invoice unless by prior arrangement with Killerwebs Web Design Studio. SEO is payable prior to any work undertaken due to the SEO techniques being applied are irreversible and therefore cannot remain the property of Killerwebs.

Existing customers with a credit agreement in place, Web Design packages over the price of £250.00 will require a deposit of 50%, once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or Killerwebs Web Design Studio have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj's) being added to the clients credit rating.

Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

### Footnotes

- (1) Annual payments for annual SEO plans, unfortunately due to the nature of Search Engine Optimisation and the SEO process, **no refunds can be given**. The SEO plan must proceed until the date agreed. Reason a lot of SEO work is in the planning and initial setup procedure. Killerwebs Web Design Studio / KillerSEO will endeavour to ensure 95% of selected keywords will reach the top ten results in Google within the plan term.

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### Your Privacy

We do not share or sell any of your details with third party companies, without your express permission and we will only email you or contact you about work related matters.



### **Killerwebs Web Design Studio**

E: [info@killerwebs.info](mailto:info@killerwebs.info)

W: <https://killerwebs.info/>