

## Terms & Conditions

**Top Banana Web Design** is a web design company based in Alnwick, Northumberland, UK. We provide web design, web redesign and web consulting services. We aim to provide a professional service which is tailored to the specific need of individual clients.

Every effort is made to ensure that our products and service are supplied to the highest standard and that any data provided to us by our customers is strictly confidential.

Any Information collected by Top Banana Web Design in relation to our customers is collected lawfully and stored in accordance with the Data Protection Act 1988. We will not use your information for our own marketing strategies, nor redistribute it to third parties.

All clients must pay a deposit of £100, or 25% depending on the scope of the assignment, before any web site or design work is commenced.

All copyright for original graphic designs and web site design will be held by Top Banana Web Design until full payment of the total amount is received on completion of the website, whereby it will be transferred to the owner of the site. The placing of an order by the client constitutes a guarantee that all necessary authority and permissions have been obtained in respect of the artwork, design and photographs, for use in the website.

The acceptance of a commission shall be deemed as a contractual agreement between the client and Top Banana Web Design.

Top Banana Web Design cannot always guarantee to start work immediately on a commission but will arrange a date with the client as to when work can commence.

The copyright for all material provided by Top Banana Web Design, such as HTML code, graphics, photographs and text, will remain the property of Top Banana Web Design until such time as payment has been made in full whereupon they will become the property of the client.

Top Banana Web Design makes every effort to design pages which display acceptably in the most popular current browsers, but cannot accept responsibility for pages which do not display acceptably in new versions of browsers released after pages have been designed.

In the event that the client is not satisfied with the design of their site they are entitled to a full refund of the design fees. Additional charges including but not limited to: stock photography; electronic commerce software; online transaction processing solutions; domain name registration; web space; Internet connection provided by third parties are non refundable.

Top Banana Web Design will submit a client's website to several of the major search engines as part of the design commission. If a client wishes Top Banana Web Design to promote a web site as a separate commission, we will make every reasonable effort to promote the website effectively but cannot guarantee high placings in search engine results.

Top Banana Web Design can accept no responsibility or liability if any search engine, online directory or search site, submitted to as part of a web site promotion commission, chooses not to list a client's web site.

If, during the Website Development Cycle, the client does not supply the content required in order to complete the commission within a reasonable amount of time, Top Banana Web Design will consider that the client wishes to cancel the commission.

Top Banana Web Design expects payment by cash or cheque, made out to 'Top Banana Web Design' within 14 days of the date on the invoice. We regret that we are unable to accept card payments at this time. If payment is not made, any uploaded work will be removed from the server until full payment is made.

Any payment returned by the bank or credit card company will incur a £25 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the customer.

Top Banana Web Design does not undertake to maintain or update a client's website as part of the design commission. If a client wishes Top Banana Web Design to maintain or update a web site as a separate commission, we will negotiate with the client a maintenance contract appropriate to the amount of work required. Web site maintenance may also be undertaken on a time and materials basis if the client so wishes.

Top Banana Web Design reserves the right to alter prices at any time without notice. If a client has commissioned any services from Top Banana Web Design prior to a change in prices that commission will not be subject to any increase, but any subsequent commission may be subject to an increase.

Cancellations must be made within 5 days of the client viewing the completed web site otherwise no refund can be made. Cancellations made within 5 days, may be subject to a charge, if expenses have been incurred in respect of additional expenses from third parties including but not limited to: stock photography; electronic commerce software; online transaction processing solutions; domain name registration; web space; Internet connection. Where possible third party products will not be purchased until the design has been approved. All such cancellations must be in writing within 5 days of the client viewing the completed website; otherwise refunds will not be entertained.

If hosting of a website is arranged by Top Banana Web Design it will be arranged through a third party. There is a 40 day cancellation notice period and charges will be incurred during this time.

The placing of an order will confirm acceptance of these conditions. By agreeing to these terms and conditions your statutory rights are not affected.