

# Terms & Conditions

## 1.0 Website use

Your access to and use of [www.twist-id.co.uk](http://www.twist-id.co.uk), is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website/Services.

---

## 2.0 Clients

As our client, you have the power and ability to enter into a contract on behalf of your company or organisation. You agree to provide us with everything that we need to complete the project including text, images and other information as and when we need it and in the format that we ask for. You agree to review our work, provide feedback and sign-off approval in a timely manner too. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of these terms.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavour to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage.

Should you fail to provide the required materials or have not signed off key stages of the project, we reserve the right to put the project 'on-hold' until such items are provided. If this occurs, we will invoice the project on work completed to date at a rate of £60 per hour. This will also invalidate the original quote, and we will re-quote the remainder of the project when you are able to re-commence. Generally, the quote should remain unchanged, but if the project is on hold for an exceptional amount of time, hourly rates and web technologies can advance.

On top of this we will also maintain the confidentiality of any information that you give us. Our [Privacy Policy](#) is available to view at any time.

---

## 3.0 Design

We reserve the right to refuse to commit to any project that we may judge as unfit due to content or otherwise.

On acceptance of the quote, we will require the client to sign a contract (this just explains our and your expectations). We cannot always guarantee to start work immediately on a project but will inform the client of estimated timescales upon acceptance of the project. We will provide you with an estimated start date within our quote.

We will create designs for the look-and-feel, layout and functionality of your website, includes a homepage design and a selection of inner page designs. You will have the opportunity for to make up to two rounds of revisions. If you're not happy with the designs at this stage, you will pay us in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions at the daily rate set out in our original estimate.

---

## 4.0 XHTML/CSS layout

If the project includes XHTML or HTML markup and CSS styles, we will develop these using valid XHTML 1.0 Strict markup and CSS2.1 + 3 for styling. We will test all our markup and CSS in current versions of all major browsers including those made by Apple, Microsoft, Mozilla, Google and Opera. We will also test to ensure that pages will display visually in a 'similar', albeit not necessarily an identical way.

We will not test these pages in old or abandoned browsers, for example Microsoft Internet Explorer 8 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need to show the same or similar visual design to visitors using these older browsers, we will charge you at the daily rate set out in our original estimate for any necessary additional code and its testing.

---

## 5.0 Text content

We're not responsible for writing or inputting any text copy unless we specified it in the original estimate. We'll be happy to help though, and in addition to the estimate we will charge you at £60 per hour for copy writing or content input.

---

## 6.0 Photographs

You will supply us photographs either in digital or printed format. If you choose to buy stock photographs we can suggest vendors of stock photography. Any time we spend searching for appropriate photographs will be charged at £60 per hour.

---

## 7.0 Changes and revisions

The quotation price is based on the number of hours/days that we estimate we'll need to accomplish everything that you have told us you want to achieve. If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. You will be charged the hourly rate set out in the estimate we gave you. Along the way we might ask you to put requests in writing so we can keep track of changes.

## 8.0 Website Hosting & Mailboxes

### 8.1 Hosting

All our websites are provided with free shared hosting for the first year and then subsequent years will be charged at the current hosting rate, dependant on the size and functionality of the website. You can view our current [hosting price list](#) at any time. Dedicated and VPS Servers are not included in this offer. If you wish to use your own web server for a Content Managed System, it must be able to handle PHP5 and MySQL databases. We would need to confirm that the server is configured correctly and additional charges may be incurred for any work that we have to undertake to set this up.

### 8.2 Mailboxes

Mailboxes are also included in our hosting package. Each mailbox has a size of 400MB included. Individual mailbox upgrades are available in 2GB increments at an additional annual fee.

Web hosting and mailbox upgrades must be paid for in advance. Failure to provide payment prior to the renewal date may result in web and email services being suspended.

---

## 9.0 Domain name purchase / renewals

All domain names must be paid for in advance. Failure to provide payment prior to the renewal date may result in web and email services being suspended. You can view our current [domain price list](#) at any time.

---

## 10.0 Cancellation Rights

You have a right to cancel at any time. In the event of cancellation you will be invoiced for the cost of the work carried out so far based at a rate of £60 per hour. If no work was completed, you will not be charged.

---

## 11.0 Legal stuff

We can't guarantee that the functions contained in any completed web site will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

---

## 12.0 Copyrights

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by your good selves, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project. We will give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files that we used in making them.

You also own text content, photographs and other data you provided, unless someone else owns them. We own the XHTML markup, CSS and other code and we license it to you for use on only this project.

We love to show off our work and share what we have learned with other people, so we also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design.

---

## 13.0 Payments

We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

For bespoke website design and build:

- 25% deposit invoice issued upon proposal approval and commencement of the project
- A further 50% will be invoiced on production of the website build
- The final 25% is invoiced once the project has been delivered according to agreed specification
- Payment terms are 14 days, unless previously agreed otherwise

For Small Business packages:

- 25% Deposit invoice issued on commencement of website build
- 75% Final Balance invoice issued on completion of the website build
- Payment terms are 14 days, unless previously agreed otherwise

For domain name, web hosting and mailbox upgrade renewals:

- You will be notified approximately 30 days prior to the renewal of your product (domain, hosting or mailbox upgrade), informing you of the expiry date and [costs of the renewal](#). You will have the opportunity to inform us if you do not wish to renew your product.
- You will be issued with an invoice approximately 21 days prior to the renewal of your product.
- Please ensure cleared funds are received *at least 1 working day prior to the expiry date* of your product to guarantee continuity of service to your website and associated email accounts (please allow additional time for cheque payments to clear).
- **Domain names:** Failure to re-register your domain name will result in your website and associated email accounts being suspended until the domain is renewed. Unfortunately we cannot guarantee the availability of your domain once the registration period has expired.
- **Web hosting:** Failure to renew your web hosting will result in the suspension of your website and associated email accounts. Please ensure that you have taken appropriate backups of your website and emails before the expiry date if you intend to let your hosting expire.
- **Mailbox upgrades:** If payment for your mailbox upgrade is not provided, your email account will automatically default to a standard 400MB mailbox. If your mailbox exceeds this size when this occurs, this may result in loss of data/emails. Please ensure you have taken regular and appropriate backups of your data and emails to prevent any losses.

## For other work such as SEO, graphic design or general website amends etc.:

- 100% Final balance invoice issued upon completion unless otherwise agreed at the outset of the project
- Payment terms are 14 days, unless previously agreed otherwise

Twist Interactive Design accepts payment by cheque, bank transfer, credit/debit card or cash, within 14 days of the date on the invoice.

### 13.1 Failure to provide payment

Until full payment has been received, all material remains property of Twist Interactive Design Limited, and we reserve the right to withhold final design files or withdraw all web pages until full payment has been received. With this in mind, when hosting your website with another provider, the website will not be uploaded to your server until full payment has been received. If Twist Interactive Design Limited are providing your hosting services, we will be happy to launch your website immediately, but if full payment is more than 60 days overdue we reserve the right to remove your website and hosting services until payment is received.

If an invoice is overdue by 60 days or more, we may suspend your website until your account is settled, and a charge may be made for it to be reinstated. If you foresee any issues with settling the invoice within the agreed terms, please contact the [accounts team](#) as soon as possible to discuss your options and arrange a mutually agreeable payment plan.

Any payment returned by our bank will incur a £30 administration charge. This will be invoiced and added to the outstanding debt owed.