



# PBS Design Group

## Terms & Conditions

### Definitions:

The Client : The company or individual requesting the services of PBS Design Group.

PBS Design Group: Primary designer/site owner & employees or affiliates.

### 1.0 General

PBS Design Group will carry out work only where an agreement is provided either by email, telephone, mail or fax. PBS Design Group 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 acceptance between PBS Design Group and the client, this includes telephone and email agreements and this acceptance infers the agreement to abide by the terms & conditions set out below.

### 2.0 IT Repairs & Maintenance

2.1 PBS Design Group will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out.

2.2 PBS Design Group will not be liable for any damage incurred, whilst on your premises.

2.3 All call outs attract a minimum fee of £20 plus the hourly fee as agreed in the quote.

2.4 Payment requirements are as follows

- On Site - payment on completion of work or on previously agreed terms
- Remote Control Assistance - payment within 14 days
- Parts - where the cost of parts on a quotation or estimate exceeds £50, PBS Design Group require the parts to be paid for in advance on acceptance of the quotation or estimate.
- No Fix no Fee - if we cannot resolve the problem or complete a project we have been assigned due to lack of expertise or if we do not have the required tools to complete the job, no fee will be payable.

### 3.0 Planning & Building Regulations Drawings

3.1 Whilst every endeavour will be made to ensure that the drawings are free of errors, PBS Design Group cannot accept responsibility for any losses incurred due to any errors or delays with post or the council itself.

3.2 The drawings remain the property of PBS Design Group until all outstanding accounts are paid in full at which point the PDF's can be released but the DWG's will remain the sole property of PBS Design Group at all times.

3.3 The client agrees to make available as soon as is reasonably possible to PBS Design Group all materials required to complete the application to the agreed standard and within the set deadline.

3.4 The client agrees to pay any Planning/Building Regulation Authority Fees at the time of application, and the remaining invoice will be sent for payment upon the Authorities validation of the application and is subject to PBS Design Groups standard terms as set out below.



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## 4.0 Website Design

4.1 Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, PBS Design Group cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

4.2 The website, graphics and any programming code remain the property of PBS Design Group until all outstanding accounts are paid in full.

4.3 Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by PBS Design Group remain the copyright of PBS Design Group and may only be commercially reproduced or resold with the permission of PBS Design Group.

4.4 PBS Design Group cannot take 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.

4.5 Any additions to briefs provided will be carried out at the discretion of PBS Design Group and where no charge is made by PBS Design Group for such additions, PBS Design Group 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.

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

4.7 PBS Design Group will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

4.8 PBS Design Group will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. e.g. Any disputes re content/images that have been provided to us for inclusion on the site.

4.9 PBS Design Group 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.

4.10 PBS Design Group 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.

4.11 A deposit of 35% is required with any standard project and 50% for database driven projects before any design work will be carried out. This figure is non-refundable.

4.12 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.



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## **5.0 Database, Application and E-Commerce Development**

5.1 PBS Design Group cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

5.2 Any scripts, applications or software (unless specifically agreed) written by PBS Design Group remain the copyright of PBS Design Group and may only be commercially reproduced or resold with the permission of PBS Design Group.

5.3 Where applications or sites are developed on servers not recommended by PBS Design Group, 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.

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

## **6.0 Compatibility**

6.1 PBS Design Group 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 Version 6 and to an acceptable level with Mozilla browsers. PBS Design Group can offer no guarantees of correct function with all browser software.

## **7.0 Website Hosting**

7.1 Whilst PBS Design Group provides hosting for websites, no guarantees can be made as to the availability or interruption of this service by PBS Design Group 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.

7.2 PBS Design Group reserve 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 hosting service should the necessity arise.

7.3 PBS Design Group reserves the right to charge clients who regularly exceed their bandwidth limits, in the first instance a warning will be issued and the client offered the opportunity to upgrade their hosting setup to the next fee level, a second offence will attract a penalty fee of a £1 per 100mb per day that the limit is exceeded and will be billed at the end of each month.

7.4 PBS Design Group reserves the right to automatically restrict access to the website once the pre-agreed limits have been exceed. Limits are reset every 1<sup>st</sup> of the month, at which point access to the site will be restored. If you wish access to be restored sooner, please contact PBS Design Group to discuss upgrading your current package to a more suitable one.



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## **8.0 Payment of Accounts**

8.1 A 25% deposit is required from any new client before any work is carried out. It is the PBS Design Group policy that any outstanding accounts for work carried out by PBS Design Group or its affiliates are required to be paid in full, no later than 14 days from the date of the invoice unless by prior arrangement with PBS Design Group.

8.2 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.

## **9.0 Late or Non Payment of Accounts**

9.1 PBS Design Group requests that all bills are paid within the stated terms on the invoice; penalty payments are as follows;

1-6 days overdue – Reminder Letter

7-14 days overdue – 15% Surcharge

15-30 days overdue – 50% Surcharge

9.2 If accounts are still not settled after this time or PBS Design Group have not been contacted regarding the delay, access to the related website may be denied and web pages removed, or the Planning / Building regulations Application withdrawn, 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.

9.3 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.

## **10.0 Your Privacy**

10.1 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.

## **11.0 Complaints Procedure**

11.1 The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally.

11.2 A formal complaint should be made in writing to PBS Design Group, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

11.3 An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.