

The following Terms and Conditions of Service apply to all products and services provided by Sokell Design.

All work is carried out by Sokell Design on the understanding that the client has agreed to Sokell Design's terms and conditions.

Copyright is retained by Sokell Design on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by Sokell Design as fulfilling the contract. All other designs remain the property of Sokell Design, unless agreed in writing that this arrangement has been changed.

Project Acceptance

At the time of proposal, Sokell Design will provide the customer with a written estimate or quotation. The Terms and Conditions can be read on Sokell Design's website.

A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Sokell Design. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Sokell Design terms and conditions. No work on a project will commence until either document has been received by Sokell Design.

The price quoted to the client is for the work agreed on the quotation only. Should the client decide that changes are required after work on the project commences, then we will accept these changes with the provision that additional charges may have to be negotiated.

Design Charges

Charges for design services to be provided by Sokell Design, will be set out in the written estimate, quotation or proposal that is provided to the customer.

In order for Sokell Design to develop design projects efficiently we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject other work and enquiries to ensure that your work is completed at the time arranged. For this reason we ask that you provide all the required information in advance.

NOTE: Text content should be delivered as a Microsoft Word (or similar) document with the pages in the supplied document representing the content of the relevant pages on your design project. Images should be supplied in .jpg format on CD wherever possible.

Conceptualising is the process of producing design concepts for clients. Concepts can include design proposals, web site mock ups and graphics. Sokell Design will typically produce between 1-3 concepts on any design project. We will not present further concepts unless these are specifically requested by the client, and on the understanding that these further concepts are charged extra to the original quotation.

For web sites this process will typically result in only one 'look and feel', so it is very important that client briefing reflects any desired elements (visual identity, colour, menu and images) for the web site from the outset. Further presentations of a 'look and feel' will be charged extra to the original quotation.

Alterations

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. This particularly applies to author's corrections on a design project/web site.

The customer also agrees that Sokell Design holds no responsibility for any amendments made by any third party, before or after a design is published.

Web Sites

Future Support: A website is provided to and accepted by the client as a fully functioning, completed work. Sokell Design is not responsible for future support unless specified as part of the contract. This support can normally be provided upon request and for an agreed fee. No guarantee of future support is given unless an ongoing support package is negotiated.

Future Site Problems: Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website, and Sokell Design will endeavour to protect it from this as much as we can during its creation. We cannot be held responsible for problems that develop on completed sites as a result of illegal activity.

Compliance with Ecommerce, Accessibility or Other Regulations: We design websites in accordance with the client's specifications. It is the client's responsibility to ensure that the website and its content comply with standing regulations. We cannot accept responsibility for any failure to comply with regulations related to accessibility, selling online or those related to a specific business or trade. We can research this on the client's behalf upon request, but in any business where complex compliance issues exist we recommend that the client takes legal advice from their company lawyer.

Payment

On certain projects Sokell Design will request interim payments for work carried out. The amount and due date for these payment will be stated on the quotation or proposal. The customer will be provided with an Invoice on final publication of the project. At this time the remainder of the amount due will become payable. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount.

Payments may be made by cash, cheque, or by previously agreed electronic funds transfer.

Publication and/or release of work done by Sokell Design on behalf of the client, may not take place before cleared funds have been received.

Returned cheques will incur an additional fee of £50 per returned cheque. Sokell Design reserves the right to consider an account to be in default in the event of a returned cheque.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. Sokell Design shall be considered entitled to remove Sokell Design and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of it's obligation to pay the due amount. Customers whose accounts become default agree to pay Sokell Design reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to Sokell Design for inclusion in the customer's website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Sokell Design on behalf of the customer, will remain the property of Sokell Design and/or it's suppliers.

The customer may request in writing from Sokell Design, the necessary permission to use materials (for which Sokell Design holds the copyright) in forms other than for which it was

originally supplied, and Sokell Design may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to Sokell Design, the customer grants Sokell Design permission to use this material freely in the pursuit of the design.

Should Sokell Design, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Sokell Design to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Sokell Design free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

Notes:

Should Sokell Design waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit us to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected.

Sokell Design reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact Sokell Design.