

By placing an order with Hantman Design, you confirm that you are in agreement with and bound by the terms and conditions below.

Definitions: The Client: The company or individual requesting the services of Hantman Design. **Hantman Design:** Primary designer/site owner & employees or affiliates.

General An 'order' is deemed to be a written or verbal contract between Hantman Design and the client, this includes telephone and email agreements.

Website Design Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Hantman Design 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 Hantman Design until all outstanding accounts are paid in full. Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by Hantman Design remain the copyright of Hantman Design and may only be commercially reproduced or resold with the permission of Hantman Design.

Hantman Design 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.

Any additions to the brief will be carried out at the discretion of Hantman Design and where no charge is made by Hantman Design for such additions, Hantman Design 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 Hantman Design all materials required to complete the site to the agreed standard and within the set deadline.

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

Hantman Design 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.

Hantman Design 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.

A deposit of 50% is required with any project before any design work will be carried out..

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.

Database, Application and E-Commerce Development

Hantman Design 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.

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

Compatibility Hantman Design 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 Google Chrome Version 39.0.2171.95 m and to an acceptable level with Internet explorer. Hantman Design can offer no guarantees of correct function with all browser software.

Website Hosting No guarantees can be made as to the availability or interruption of website hosting. Hantman Design 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.

Hantman Design 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 hosting service should the necessity arise.

Payment of Accounts A deposit is required from any new client before any work is carried out. It is the Hantman Design policy that any outstanding accounts for work carried out by Hantman Design 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 Hantman Design. 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, access to the related website may be denied and web pages removed, we may 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 may 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.

All third party legal fees and fees by third party collection agencies will be added to the account.

Overdue invoiced are subject to interest of 2% per month over Barclays Bank base rate.