

TERMS & CONDITIONS

The following Terms and Conditions of Service apply to all websites, web products, web services and web designs provided by dandelion & burdock limited.

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

Copyright is retained by dandelion & burdock 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 dandelion & burdock as fulfilling the contract. All other designs remain the property of dandelion & burdock, unless agreed in writing that this arrangement has been changed.

PROJECT ACCEPTANCE

At the time of proposal, dandelion & burdock will provide the customer with a written estimate or quotation. The Terms and Conditions can be also be read and downloaded at <http://www.dandelion-burdock.com/download/t&c.pdf>

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 dandelion & burdock. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept dandelion & burdock's terms and conditions. No work on a project will commence until either document has been received by dandelion & burdock.

DESIGN CHARGES

Charges for design services to be provided by dandelion & burdock, will be set out in the written estimate or quotation that is provided to the customer. dandelion & burdock reserve the right to request a non-refundable deposit of 50% of the quoted fee. Work on the project will not commence until dandelion & burdock has received this amount.

PAYMENT

The customer will be provided with an Approval Form and Invoice prior to final publication. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form to dandelion & burdock. 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 cheque or by BACS (bank transfer) or for overseas customers, Pound Sterling International Money Order or previously agreed electronic funds transfer.

Publication and/or release of work done by dandelion & burdock 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. dandelion & burdock 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. dandelion & burdock shall be considered entitled to remove dandelion & burdock's 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 dandelion & burdock 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 dandelion & burdock 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 dandelion & burdock on behalf of the customer, will remain the property of dandelion & burdock and/or its suppliers.

The customer may request in writing from dandelion & burdock, the necessary permission to use materials (for which dandelion & burdock holds the copyright) in forms other than for which it was originally supplied, and dandelion & burdock 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 dandelion & burdock, the customer grants dandelion & burdock permission to use this material freely in the pursuit of the design.

Should dandelion & burdock, 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 dandelion & burdock to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold dandelion & burdock 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.

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.

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

LICENSING

Any design, copywriting, drawing, idea or code created for the customer by dandelion & burdock, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of dandelion & burdock and any of its relevant sub-contractors.

All design work- where there is a risk that another party should make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. dandelion & burdock will not be held responsible for any and all damages resulting from such claims. dandelion & burdock is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold dandelion & burdock responsible for any such loss or damage. Any claim against dandelion & burdock shall be limited to the relevant fee(s) paid by the customer.

DATA FORMATS

The client agrees to dandelion & burdock's definition of acceptable means of supplying data to the company.

Text is to be supplied to dandelion & burdock in electronic format as standard text (.txt), MS Word (.doc), or CD-ROM, or via e-mail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by dandelion & burdock via CD-ROM, or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and dandelion & burdock will not be held responsible for any image quality which the client later deems to be unacceptable. dandelion & burdock cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

DESIGN PROJECT DURATION

Any indication given by dandelion & burdock of a design project's duration is to be considered by the customer to be an estimation. dandelion & burdock cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that all content and/or designs are submitted, cleared funds are received by dandelion & burdock for the initial payment or by date confirmed in writing by dandelion & burdock.

RIGHTS OF ACCESS FOR WEBSITE CONSTRUCTION

The client agrees to allow dandelion & burdock all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow dandelion & burdock access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to supply dandelion & burdock with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

DESIGN & PROGRAMMING PROJECT COMPLETION

dandelion & burdock considers the project complete upon receipt of the customer's signed Approval form.

UPON COMPLETION

Once the project is complete, dandelion & burdock will provide the customer with the opportunity to review the resulting work. dandelion & burdock will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to dandelion & burdock by e-mail.

dandelion & burdock will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

HOSTING WEBSITES

dandelion & burdock hosting services are covered by the following conditions. Hosting is usually included within our quote for the first year unless stated otherwise. The Customer agrees to a twelve (12) month contract, beginning upon commencement of service. This agreement will automatically renew for successive twelve (12) month periods for the life of the contract until cancelled in writing.

Hosting packages can be upgraded at any time. (£POA)

dandelion & burdock does not guarantee continuous service and will accept no liability for loss of

service, whatever the cause. dandelion & burdock retain the right to amend the cost of hosting plans and will notify the client at least 30 days before any changes are made. The hosting agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Refunds for hosting will not be issued whatsoever.

If the client chooses to use an alternative hosting provider within the period of this agreement dandelion & burdock will not be liable whatsoever for the backup of the existing server, the transition of the site and the configuration of its respective files.

SUPPORT

Hosting support contracts are subject to additional fees which are to be agreed in advance. (£POA)

DOMAIN REGISTRATION

dandelion & burdock cannot guarantee the availability of any domain name. Where dandelion & burdock is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

SEARCH ENGINE SUBMISSION

Due to the infinite number of considerations that search engines use when determining a site's ranking, dandelion & burdock cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added.

DESIGN CREDITS

The customer agrees to allow dandelion & burdock to place a small credit on printed material, advertisements and/or a link to dandelion & burdock's own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The customer also agrees to allow dandelion & burdock to place websites and other designs, along with a link to the client's site on dandelion & burdock's own website for demonstration purposes and to use any designs in its own publicity.

RIGHTS OF REFUSAL

dandelion & burdock will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. dandelion & burdock also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that dandelion & burdock does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow dandelion & burdock to remove the contravention without hindrance, or penalty. dandelion & burdock is to be held in no way responsible for any such data being included.

CANCELLATION

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, dandelion & burdock will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed thus far or over and above the non-refundable deposit if applicable. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by dandelion & burdock within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

DISCLAIMER

dandelion & burdock makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. dandelion & burdock will not be held responsible for any and all damages resulting from products and/or services it supplies. dandelion & burdock is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we

take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold dandelion & burdock responsible for any such loss or damage. Any claim against dandelion & burdock shall be limited to the relevant fee(s) paid by the customer.

dandelion & burdock reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. dandelion & burdock will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

GENERAL

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. dandelion & burdock reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

ACCEPTANCE OF QUOTATION AND TERMS AND CONDITIONS

The placement of an order for design and/or any other services offered by dandelion & burdock and validated by the customer's signature on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and dandelion & burdock.

Customers name: _____

Organisation: _____

Customers Signature: _____

Date: _____