

Terms and conditions

Website Terms and Conditions

The resource described in this document will be referred to as 'the website' this term includes the following elements:

- a) all bespoke design, stylesheets (or CSS), graphics and images not specified elsewhere
- b) all PHP / HTML coding
- c) all mysql databases or PHP scripts and related templates

Copy for the website

The client is wholly responsible for producing the copy for the website. Any changes to the copy that requires additional work by Funky Noodle is chargeable separately to the website design and implementation. All matters relating to copy are the client's responsibility, as is all legal matters relating to copy. In the case of a complaint by a third party in relation to any of the copy or images, Funky Noodle reserves the right to remove the offending copy prior to informing the client.

Independent or bespoke work / programming

Funky Noodle undertakes all bespoke programming work charging on an hourly basis. It is the responsibility of the client to ensure that work stays within budget, we will clearly inform you of our hourly rate at the outset and keep you up to date with costs. We are dedicated to producing work of the highest standards - however it is your responsibility to ensure you are happy with the work. We will charge for all work undertaken on an hourly basis, and all amendments are chargeable - in all apart from exceptional circumstances. It is important to be aware at the outset that we charge for all work including amendments and bug fixes. Any review of the work must be carried out prior to the work being signed off.

Website content

Funky Noodle will not publish or design websites of a pornographic or offensive nature.

The website, artwork imagery will be the property of Funky Noodle until final payment is received

Number of pages

All of our quotes are made on a notion of the number of pages required. It is the client's responsibility to ensure that Funky Noodle is made aware of all the pages that are needed for the website. If the number of pages exceeds the upper limit given in our quote then Funky Noodle will charge for the additional pages on a per page basis.

Payment

All websites require an upfront payment of 25% of the entire quoted cost of the website. This is to pay the cost of design and initial overheads. This payment is non-refundable. Payment terms are a maximum of 30 days.

Stylesheets and CSS

Our websites are based on table-less design using CSS. We use the PHP / XHTML strict model as a default for the company unless requested otherwise by the client.

Changes to the design and stylesheet

We develop websites on a two stage design process. We will give at least two different draft designs to clients - of which the clients should choose one. If the design is not agreed at this stage - additional designs may be commissioned, these extra designs may be chargeable to the client. Once the client has accepted a design any required amendments should be made apparent prior to a stylesheet and HTML being created. New artwork required after this stage will be chargeable to the client (on top of the original quote) unless otherwise agreed.

Search engine optimisation

We design websites in a way that should make them easy for search engines to index. We can advise you on the best way to make your website accessible to search engines. The provision of meta key

words and descriptions for pages will help search engine optimisation, we will place tags provided by the client into your pages as a part of the site design. Provisions of meta tags is the clients responsibility. We cannot guarantee the position of your site on search engines, and payment of our fee cannot be linked in any way to the performance of your site on any search engines. The fee is for the building of the site, the art work and technical work.

Final amendments

Final amendments to the website must be made prior to the project being signed off by the client. Amendments made after this point will be chargeable.

Website Guarantee

We are confident that you will be happy with our standards of design and implementation; therefore we will guarantee our website against faults in workmanship such as faulty hyperlinks or misplaced graphics – when these are clearly our responsibility. Additionally we encourage our clients to give feedback so that we can constantly improve our standards.

Website amendments

We can offer you a contract to undertake amendments to your website, we will guarantee our amendments on the same basis as our other work. We are not responsible for faults that have arisen as a result of your changes or amendments. Subsequent corrections for these will be chargeable on our hourly rate.

Invoicing

The final invoice will be given once the website is completed. This invoice is payable within 30 days – otherwise a surcharge may have to be added in accordance with UK law.

Website Hosting

We offer hosting on a one year renewable contract. Your annual hosting contract will automatically renew unless one months' notice, prior to renewal date is given in writing.

If a client no longer wishes Funky Noodle to host their website (so long as the required notice has been given) all website files will be provided via email to the client and hosting responsibility will end with Funky Noodle with immediate effect.

Domain Names

Domain names are renewed every 2 years. Your names will automatically renew unless one months notice, prior to renewal date is given in writing.

If a client no longer wishes Funky Noodle to renew domain names (so long as the required notice has been given) we will charge them a one off admin fee per name (price on application) to transfer to the Domain Name Registrant of the clients choice.