

By placing an order with **Creative Site Pro**, 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 Creative Site Pro.

Creative Site Pro: Primary designer/site owner & employees or affiliates.

General

Creative Site Pro will carry out work only where an agreement is provided either by email, telephone, mail or fax. Creative Site Pro 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 contract between Creative Site Pro and the client, this includes telephone and email agreements.

Website Design

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, Creative Site Pro 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 Creative Site Pro until all outstanding accounts are paid in full.

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

Creative Site Pro 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 Creative Site Pro and where no charge is made by Creative Site Pro for such additions, Creative Site Pro I 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 Creative Site Pro all materials required to complete the site to the agreed standard and within the set deadline. Creative Site Pro will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Creative Site Pro 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.

Creative Site Pro 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.

Creative Site Pro 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.

Payment of Accounts

A deposit is required from any new client before any work is carried out. It is the Creative Site Pro policy that any outstanding accounts for work carried out by Creative Site Pro or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with Creative Site Pro.

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 or Creative Site Pro have not been contacted regarding the delay, access to the related website may be denied and web pages removed, 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.

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.

Passing of Rights

Once all amounts due to us from you are paid and cleared you are assigned the rights to use, as applicable, the products and services, including, the web site which includes the text, graphics, animation, audio components and digital components contained within the finished web site, in accordance with these terms and conditions, the Project Agreement and any applicable agreement, terms or licence but no rights of ownership are conveyed unless specifically stated in the Project Contract.

No such rights as described in above will pass until all amounts due to us from you are paid. This means that we will have a lien over any service, products, data or information. If you have not paid the invoice in full within 2 months from the date of the invoice you agree that you will forfeit your rights.

The rights to photographs, graphics and any third party items such as source code, always remain the property of their respective owners.

Complaints Procedure

Informal procedure

Anyone who experiences a problem with their web service provided by Creative Site Pro should raise the matter directly using our online contact form to do so, giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint.

Creative Site Pro will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure

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, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to Creative Site Pro, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

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.