



Pumpkin Web Design

Terms and conditions

Support Contracts:

Under a Pumpkin Web Design Support Contract Pumpkin Web Design agree to make minor amendments to client websites at any time and on request at no charge. These minor amendments include the addition of text based content and images provided by the client (including any image amendments that may be necessary within graphic design software). Any additional coding or redesigning of the website structure will be chargeable, as will the addition of E-commerce facilities, additional flash animation or the addition of new web pages. A typical support contract begins on the day that the Domain Name (URL) is purchased and lasts for 12 months following this date. In some cases this date can be a week or more before the website is submitted to Google. Ongoing SEO advice will always be given under a support contract and all websites monitored on a regular basis moving forward. The client has a responsibility to provide fresh content from time to time to assist with ongoing SEO activity. Pumpkin Web Design will provide "on page" SEO as standard under a support contract. This means that head tags, image tags and written page content will be optimised and amended in line with popular search terms. "Off page" optimisation such as article submission and link building is an additional service and is not covered under a standard Pumpkin Web Design Support contract.

Domain Names (URL's):

Domain Names registered by Pumpkin Web Design belong to the client subject to settlement of invoice. Pumpkin Web Design will manage the renewals of these domains during the process of working with the client. In the event that Pumpkin Web Design pay for re-registration of any URL and the client fails to renew their support contract, Pumpkin Web Design will own the rights to the URL. Should the client chose not to continue services with Pumpkin Web Design then the client will be responsible for domain renewals.

Search Engine Rankings:

Although Pumpkin Web Design works hard to maintain first page of Google exposure for our clients, we cannot guarantee it. We do guarantee however to monitor sites and to provide SEO advice to clients and to work together adding relevant fresh content to sites from time to time to assist with Search Engine rankings.

Website Sign Off:

A website is considered complete and signed off as complete by the client when permission is given to launch the site to Google. At this stage it is assumed that the general layout and style of the website is satisfactory and that future amendments will be text or image based only. Pumpkin Web Design reserve the right to apply charges for any structural redesigning of the site, the addition of new pages, the addition of e-commerce facilities, the addition of flash animation or any other non text or simple image based amendments.

Web Browsers:

Pumpkin Web Design shall make every effort to ensure sites are designed to be viewed by the majority of visitors. Sites are designed to work with the main browsers Internet Explorer and Mozilla Firefox latest releases. Client agrees that Pumpkin Web Design cannot guarantee correct functionality with all browser software across different operating systems.

Clients agree that after handover of files any updated software versions of the main browsers Internet Explorer and Mozilla Firefox, domain name setup changes or hosting setup changes thereafter may affect the functionality and display of their web site. As such, Pumpkin Web Design reserves the right to quote for any work involved in changing the web site design or web site code for it to work with updated browser software, domain name or hosting changes.

Invoice and Refund Policy:

An invoice for work to be carried is only issued following an official verbal or written order from the client. Our invoice is legally binding agreement for work to commence. Work often starts immediately after the invoice has been issued and with this in mind Pumpkin Web Design cannot offer a refund of any payments made. If an initial deposit is requested and paid, no refund will be given if the customer backs out, unless work has not yet started. Once work has been completed according to the agreed schedule, the remaining balance (or full balance if no deposit required) will be due; due to the close and constant communication between Pumpkin Web Design and the customer during the design process, no refunds are issued for completed work.

Copy Writing:

It is assumed by both parties that the written content for a client website will be provided by the client unless otherwise agreed. Pumpkin Web Design reserves the right to quote or to apply charges should Pumpkin Web Design later be required to research and create written content.

Content Management Systems:

Although full training is provided on the back end usage of our CMS, Pumpkin Web Design reserve the right to quote for any work carried out to rectify major errors caused by the clients incorrect usage of the system.

Cancellations and Rolling Agreements:

Pumpkin Web Design support contracts are rolling contracts. To cancel a support contract please inform Pumpkin Web Design in writing a minimum of 35 days prior to the domain renewal date. The domain and hosting services will automatically renew 30 days before the renewal date and a new support contract will commence unless cancelled in writing prior to this occurrence.

Privacy Policy:

Pumpkin Web Design will never store financial information or share it with a third party of any kind.

Liability and Warranty Disclaimer:

Pumpkin Web Design provides their web site and the contents thereof on an "as is" basis and makes no warranties with regard to the site and its contents, or fitness of services offered for a particular purpose. Pumpkin Web Design cannot guarantee the functionality or operations of their web site or that it will be uninterrupted or error free, nor does it warrant that the contents are current, accurate or complete.

Pumpkin Web Design endeavours to provide a web site within given delivery timescales to the best of it's ability. However, the Client agrees that Pumpkin Web Design is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery timescale.

The Client agrees Pumpkin Web Design is not liable for absence of service as a result of illness or holiday.

The Client agrees Pumpkin Web Design is not liable for any failure to carry out services for reasons beyond its control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

Pumpkin Web Design is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

On handover of files from Pumpkin Web Design to Client, the Client shall assume entire responsibility in ensuring that all files are functioning correctly before use.

Whilst every effort is made to make sure files are error free, Pumpkin Web Design cannot guarantee that the display or functionality of the web design or the web site will be uninterrupted or error free. If after handover of files errors are found in code the Pumpkin Web Design has created and the main browsers Internet Explorer and Mozilla Firefox, domain name setup and hosting setup are the same as when work began, then Pumpkin Web Design can correct these errors for the Client at its own discretion.

If after handover of files errors are found in code the Pumpkin Web Design has created and the main browsers Internet Explorer and Mozilla Firefox have released an updated software version, or the domain name setup or hosting setup has been changed, Pumpkin Web Design can correct errors for the Client free of charge and reserves the right to quote separately for any additional work needed as a result of changes to the browser software, domain name setup or hosting setup.

Should Client goes into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, Pumpkin Web Design reserves the right to cancel forthwith any projects and invoice Client for any work completed.

Pumpkin Web Design shall have no liability to the Client or any third parties for any damages, including but not limited to, claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages or web site, even if Pumpkin Web Design has been advised of the possibility of such damages.

There are sometimes laws and taxes which affect Internet ecommerce. Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend Pumpkin Web Design and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet ecommerce.

Pumpkin Web Design may from time to time recommend to the Client that updates are needed to their site to comply with, including but not limited to, new legislations, software releases and web standards. Pumpkin Web Design reserves the right to quote for any updates as separate work. Client agrees Pumpkin Web Design is not liable for any failure to inform or implement these updates to their site. Client agrees that it shall defend, indemnify, save and hold Pumpkin Web Design harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.