

Captive Visuals Terms & Conditions

When you commission a website with Captive Visuals you confirm that you are in agreement with and bound by the terms and conditions below.

The Works Agreement;

Captive Visuals Web Designs will carry out work where an agreement or works request is placed in writing either by email or post or verbally by phone. An 'order' is deemed to be a written or verbal contract between Captive Visuals and the client which **includes** telephone and email agreements

Once a website has been designed and completed the payment then becomes due in full prior to the web pages being uploaded. There are no exceptions to this, i.e. if the client decides they no longer want the site, as they have commissioned the work they are still obliged to pay for any work that has been done. Failure in Captive Visuals receiving payment shall result in legal action being taken if necessary.

Website Design;

The website, graphics and web page programming code remain the sole property of Captive Visuals until all payment is received in full. All domain names will be registered in the clients name and this along with the entire web content and design will become the property of the client upon full payment.

Captive Visuals cannot take responsibility for any infringement of copyright caused by material (be it written or imagery) submitted by the client. We reserve the right to refuse any material of a copyright nature unless sufficient proof is given proving permission to use such material. We reserve the right to refuse any material we deem offensive to others or illegal in substance even if an agreement has been made.

Captive Visuals will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrong-doing on the part of a site owner. i.e., any disputes re content/images that have been provided to us for inclusion on the site.

The client agrees to make available to Captive Visuals all materials required to complete the site to the agreed standard and within the agreed set deadline. Should the projects working timeline become unreasonably extended due to the clients' failure to provide content as per the agreed timescale then payment may be requested in full.

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

Captive Visuals 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.

Website Hosting:

Captive Visuals shall provide hosting facilities through a reputable server however, no guarantees can be made as to the availability or interruption of this service and Captive Visuals 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.

Website Maintenance:

Captive Visuals offers all clients the opportunity to purchase a maintenance package. This entitles the client to any alterations within a 12 month period, from date of invoice, to existing web page content including text and images. The maintenance package does not include the addition of extra pages or the complete redesign of pages. Updates and amendments to web pages not covered by a maintenance package will be charged at our standard

rate to which a quote will be given prior to works being carried out.

Payment of Accounts:

It is our policy that any outstanding accounts for work carried out by Captive Visuals are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with Captive Visuals. Once the work is completed you are obliged to pay the balance of payment in full.

Complaints:

Anyone who experiences a problem with their web service provided by Captive Visuals should raise the matter directly as soon as possible via email, post or telephone, giving sufficient information for us to locate the faulty material (such as an url, www address) and clearly outlining the grounds for complaint. Captive Visuals shall investigate the complaint/problem in question with a view to resolving the matter to the satisfaction of the complainant.