

Pink Fish Associates Web Design - Terms and Conditions

1. We reserve the right to refuse to construct a web site which we may judge as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws.
2. The acceptance of a commission shall be deemed as a contractual agreement between the client and Pink Fish Associates.
3. Pink Fish Associates can not always guarantee to start work immediately on a commission but will arrange a date with the client as to when work can commence.
4. All material, both text and images, supplied by the client and used in the construction of the client's web site, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws.
5. The copyright for all material provided by Pink Fish Associates, such as HTML code, graphics, photographs and text, will remain the property of Pink Fish Associates until such time as payment has been made in full whereupon they will become the property of the client.
6. In some circumstances the intellectual property of any unique code or customized database production will remain the property of Pink Fish Associates.
7. Pink Fish Associates makes every effort to design pages which display acceptably in the most popular current browsers, but can not accept responsibility for pages which do not display in the same manner in some, particularly, older browsers.
8. Pink Fish Associates will submit a client's website to several of the major search engines as part of the design commission. If a client wishes Pink Fish Associates to promote a web site as a separate commission, Pink Fish Associates will make every reasonable effort to promote the website effectively but can not guarantee high rankings in search engine results.
9. Pink Fish Associates can accept no responsibility or liability if any search engine, online directory or search site, submitted to as part of a web site promotion commission, chooses not to list a client's web site.
10. Pink Fish can not promote one type of business above another similar business unless that client is engaged in an internet marketing campaign.
11. Pink Fish Associates will initially place the client's website on one of Pink Fish Associates 's demonstration websites in order that the client may view and comment upon the website's progress. When both Pink Fish Associates and the client agree that the website meets the criteria agreed during the commissioning process, Pink Fish Associates will invoice the client for the full amount due for the commission. On receipt of payment, Pink Fish Associates will publish the website on the client's domain, or provide the source code for the site via a download (or cd-rom disk) for the client to upload.
12. If at any point during the Website Development Cycle a client wishes to cancel, they may do so but will be invoiced an amount that Pink Fish Associates judges to be proportional to the amount of work completed on the commission.
13. If, during the Website Development Cycle, the client does not supply the content required in order to complete the commission within a reasonable amount of time, Pink Fish Associates will post a temporary holding page and set the page live under the minimum hosting terms.
14. If after a 12 month period the content hasn't been forthcoming Pink Fish will ask the client if they wish to cancel the commission.
15. Pink Fish Associates expects payment by cheque, or cash within 14 days of the date on the invoice. The payments are staged and an invoice will be issued at the appropriate stage in the design process.
16. Any payment returned by the bank or credit card company will incur a £25 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the customer.
17. Pink Fish Associates does not undertake to maintain or update a client's website as part of the design commission. If a client wishes Pink Fish Associates to maintain or update a web site as a separate commission, Pink Fish Associates will negotiate with the client a maintenance contract appropriate to the amount of work required. Web site maintenance may also be undertaken on a time and materials basis if the client so wishes.
18. Pink Fish Associates reserves the right to alter prices at any time without notice. If a client has commissioned any services from Pink Fish Associates prior to a change in prices, that commission will not be subject to any increase, but any subsequent commission may be subject to an increase.
19. By agreeing to these terms and conditions your statutory rights are not affected.

Pink Fish Associates reserves the right to change or modify any of the terms and conditions contained in the Terms and Conditions.

If you have any complaints about the quality of service you have received from Pink Fish Associates please e-mail the Director, or write to us at:

Pink Fish Associates

Hilltop Suite,
2 Whitelocks Piece,
Chilton Foliat,
Wiltshire.
RG17 0WL

Tel: 01488 681037

Fax: 01488 681037

Email: info@pink-fish.co.uk

Stating the full nature of your complaint. We take customer satisfaction very seriously and will investigate your complaint promptly and thoroughly. If after full consultation with all parties involved, a satisfactory agreement cannot be reached. Then Pink Fish Associates will only have limited liability and will only be liable for the total amount of the work agreed and will refund part or the entire amount paid for the work supplied.

Telephone: 01488 681037- Please note that we do not accept unsolicited sales calls on this number