

The following Terms and Conditions set out the way that our business, Freestyle Web Design Limited (hereinafter referred to as 'Freestyle'), will undertake work on your behalf. Although it should not be considered to be as exhaustive, the way we operate is indeed very transparent, with no hidden agenda.

Our clientele is our lifeline and as such, we want you, the client to be happy with our work and the service we provide to you. These Terms and Conditions therefore identify our general Terms of Business.

1. Here at Freestyle, we design and build Websites. We also offer at additional cost, other or additional services such as SEO (Search Engine Optimisation), Website Hosting and other such associated services, inclusive, but not limited to, Social Media services, as may be agreed and as instructed by you, the client.
2. Freestyle will provide to you, the client, prior to formally accepting any work from you, a full written quotation outlining the structure of the website and the work Freestyle are to undertake as per the brief provided by you and agreed with you, the client. It is a condition of Freestyle accepting any work from you, that you the client, shall provide written confirmation, by email, letter or fax that the quotation provided to you is accepted by you and the price is agreed. We also ask you to sign the bottom of these Terms and Conditions. Under no circumstances will Freestyle commence or undertake any work on your behalf until a signed confirmation of acceptance of the quotation is received by us, and our Terms and Conditions have been signed by you, the client, which is received by Freestyle in either hard copy form via post, or by scanned copy sent to us by email. This is for both for your protection and the protection of Freestyle. Unfortunately, we have been caught out previously, and as such, there will be no exceptions to this requirement. We thank you for your understanding.
3. Any changes outside of the quotation referred to in point (2) above, may result in an additional charge. However, no additional work will be commenced upon your behalf without your prior written consent and/or agreement.
4. The website and all design work shall remain the property of Freestyle until full cleared payment has been made by you, the client to us, Freestyle. For that reason, the points in (2) and (3) above MUST be adhered too, which we feel is not only fair, but more than reasonable.
5. Upon completion of the website project, we do require full payment to be made to us in cleared funds prior to the launch of the website. There will be no exceptions to this requirement.
6. Obviously we cannot produce the website without your content, but we do understand that it does take time to collate the necessary information and/or images/other content. However, if Freestyle does not receive the content in full from you, the client, or your agent(s) within 6 (six) weeks of your instruction and acceptance of our quotation, then Freestyle does reserve the right to charge you, the client, up to 50% (fifty percent) of the quotation price if we have commenced work. To clarify, this is because the way we build websites is from the ground upwards. In other words, the behind the scenes coding and structure of the website is built prior to the content being placed upon the website. Substantial time and effort is expended by Freestyle in the priority work that is required to make the website function correctly, which is included within the price we charge you. This also ensures longevity of your website. However, if the project is not able to proceed due to lack of content from you, the client, then in reality, our time will have been wasted, and we will have incurred substantial expense.
7. With regard to point (6) above, it is expressly stated that Freestyle are not responsible for writing or supplying content whether it be text, or providing any other content/images for the project within the agreed price, as set out in the quotation as indicated at point (2) above. Freestyle may however be able to assist you in this regard at an additional cost. Please call us for further information and an indication of the likely cost thereto.
8. It is the full responsibility of you, the client, when providing Freestyle with any image(s) for use upon your website that you do have the right to use such image(s). You will be assumed to have warranted that you do own the rights to such image(s) or have license for such use of them. It is therefore essential that you make sure you are not breaching any copyright(s) or intellectual property rights that may apply, as Freestyle will accept no liability for any breach of copyright(s) or intellectual property rights that may have been breached. Please do be aware that any image(s) you, the client, or your agent(s) may find or source through search engine searches, online or anywhere else may not necessarily be free for you, the client, to legally re-use without purchasing a license and paying the appropriate copyright holder (or their agent) a fee for such use.

9. Once the website has been completed in full and tested by Freestyle, we shall submit it to you, the client, for your final approval of our work prior to launch. While we do take care to ensure our work meets our own very high standards and is free from errors (we are very precise, but only human), we do expect you, the client, to fully check and then re-check any content for accuracy, acceptability, errors and/or omissions and to advise us here at Freestyle as soon as is practicably possible of any problem, errors and/or omissions.
10. Upon completion of the website and once payment has been made in full as set out in point (5) above, all rights to the design work undertaken upon your behalf, shall be vested in you, the client.
11. If final approval to launch the Website is delayed by you, the client, through no fault of Freestyle, then payment will be due in FULL within 30 days of submission by Freestyle of the final approval for launch of the website, to you, the client, in any event.
12. Freestyle do reserve the right to re-use any code written by Freestyle in the creation for you, the client in your website or any other software solution in subsequent applications for other clients. However, we wish to make it very clear that we will not under any circumstances re-use any material and/or content/images supplied by you, the client, to Freestyle, without your prior written consent which must be submitted to Freestyle by email, letter or fax. Freestyle does warrant that in the event a client may request to use any content/images that you have supplied to Freestyle that they may have seen online or in our or any other portfolio, we shall in the first instance make a request to you in writing, seeking your written consent. At that point, you, the client can make a decision whether or not you will allow the use of such content supplied by you or a modified version in any form, together with any terms you may wish to apply thereto.
13. By instructing Freestyle to design and build a website, you, the client, agree to allow Freestyle to use any design or extract of such website we may have designed and built for you, the client, for promotional purposes of any finished work in any portfolio, either online or in any other promotional material Freestyle may choose use from time to time to promote Freestyle and our work.
14. Freestyle make every effort to ensure that websites are designed to be viewed by the majority of visitors. All of Freestyle's websites are designed to work with the most popular current browsers such as Firefox, Internet Explorer 8, 9 & 10, Google Chrome, Safari, Apple devices, Android devices and other such medium. However, you, the client, shall accept that Freestyle cannot guarantee correct functionality with all browser software across different operating systems. As such, Freestyle cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website has been designed and launched over to you, the client. Therefore, Freestyle does reserve the right to quote a fee for any necessary work involved in changing the website design code for it to work with updated browser software.
15. Any Hosting that may be supplied by Freestyle shall be limited to 1 GB (one gigabyte) of space. Additional storage space will incur additional cost. Please contact us for pricing.
16. A monthly fee (currently £15.00 plus VAT per month as of July 2015) will be charged after a period of 3 (three) months following the website we design and build for you going live. This is a monthly subscription fee which shall include up to 30 (thirty) minutes per month of updates to the website, the hosting of the website and one email box (if required). Any changes to the website over and above the 30 (thirty) minutes inclusive time, may incur additional cost. Until Freestyle shall receive in writing via email, letter or fax, you, the client, undertake to pay all hosting fees on a monthly basis or annually basis in advance if agreed. We do reserve the right to modify the monthly fee charged from time to time, however, no increase in the fee will commence or be charged to you, until you, the client, has been given at least 30 (thirty) days written notice of our intention to increase such fee.
17. We do take the matter of privacy very seriously. As such, any information that you may provide to us or share with us, via email, letter, fax or any other medium shall remain strictly private and confidential between you, the client and Freestyle. Further, no such information or email communications will be shared with any third parties without your prior permission and/or written consent, unless we are ordered to do so by any regulatory authority or Government agency, and such authority or agency does produce to Freestyle the necessary legal documentation compelling us to do so.
18. As is good business practice, we will not engage or enter into any work or works that deal with matters or subjects of an immoral or illegal nature. Therefore, please do not provide Freestyle with any information and/or content or images of an

illegal or inappropriate nature, or ask us to undertake such work, as we will not entertain dealing with such material, and may be obligated to pass on such information, content and images to the necessary or appropriate authorities. There will be no exceptions.

19. Here at Freestyle our business is built on quality workmanship, friendly staff and delivering exceptional website design, build and service. We want you, the client, to be happy with the service we provide to you, as our reputation is built upon recommendation. However, should you encounter any difficulties with your website, we are only a telephone call or email away. We will always endeavor to ensure we deal with any issues you may have with your website as quickly and efficiently as possible, so please feel free to contact us during normal business hours by telephone, or by email at any time. We will endeavor to get back to you as soon as is physically possible.
20. The Terms and Conditions as set out herein, shall be construed as to be governed by the Laws of England and Wales. The Court for Jurisdiction in any dispute herein shall be, Royal Courts of Justice, Strand, London, WC2A 2LL
21. Finally, if there is anything within these Terms and Conditions as set out in points (1) through to (20) above that you are not clear about, please do contact us in the first instance for any further explanation. If you are not satisfied with any explanation that we may give to you therein, we would advise you to seek your own independent legal advice prior to signing these Terms and Conditions.

statutory information

Freestyle Web Design Limited offices are based at: Fenwick2, Pikes Hill, Lyndhurst, Hampshire, SO43 7NG

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