

Terms of Business

By placing an order with fluffyegg Limited, you confirm that you are in agreement with, and bound by, the terms and conditions set out below.

Definitions

The Client: The company or individual requesting the services of fluffyegg Limited.

fluffyegg Limited: Developer, designer hosting provider and employees or affiliates.

General

fluffyegg Limited will carry out work only where an agreement is provided either by email, telephone, mail or fax. fluffyegg Limited 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 fluffyegg Limited and The Client, this includes telephone and email agreements.

Website Design & Development

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, fluffyegg Limited cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code (not provided by The Client) remain the property of fluffyegg Limited until all outstanding accounts are paid in full.

fluffyegg Limited 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 fluffyegg Limited and will be quoted for, and billed, separately.

The Client agrees to make available, as soon as is reasonably possible to fluffyegg Limited, all materials required to complete the site to the agreed standard and within the set deadlines/project milestones.

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

fluffyegg Limited 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.

fluffyegg Limited 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.

fluffyegg Limited 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 is required with any project before work can commence. This deposit is non-refundable as it secures studio time and covers initial costs incurred to fluffyegg Limited.

The project timelines/deadlines are estimations only and should serve as such. Every endeavour will be made to meet these timelines so long as The Client meets their requirements set out in the project milestones, or any additional requests by fluffyegg Limited within a reasonable timeframe.

Work additional to the original quotation will be added to the final balance, billed at the hourly rate + VAT. Additional costs will always be agreed with the client before work commences.

Once a project has been completed, the final balance of payment is due in accordance with our payment terms and before the project goes 'live'. 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.

Database, Application, Mobile App and E-Commerce Development

fluffyegg Limited cannot take responsibility for any losses incurred by the use of any software created for The Client. Whilst every care is taken to ensure products are error-free through several rounds of testing, the ultimate responsibility lies with The Client in ensuring that all software is functioning correctly and as they expect before use.

The Client is expected to test fully any application or programming relating to a product developed by fluffyegg Limited before being made generally available for use. Where "bugs", errors or other issues are found after the product is 'live', fluffyegg Limited will correct these issues to meet the standards of function outlined in the brief free of charge. Where errors occur

as a result of operation or changes beyond the scope of fluffyegg Limited's work, a fee will be charged for correction.

Compatibility

fluffyegg Limited will endeavour to ensure that any developed/designed website or application will function correctly on the server it is initially installed on. In the case of a website, it will function correctly when viewed with all major web browsers and desktop and mobile devices. In the case of a mobile app, it will function correctly when viewed on the target devices only. fluffyegg Limited can offer no guarantees of correct function with out-dated browsers, unsupported servers and specific, low-volume mobile devices unless specified in the original quotation.

Website Hosting

Whilst fluffyegg Limited optionally provides web and application hosting, we provide an annualised 99.9% uptime Service Level Agreement. In the event this isn't met, we will fully refund the year's hosting if you experience more than an 8 hours annualised downtime. fluffyegg Limited 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.

fluffyegg Limited reserves the right to refuse to handle, in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise.

Payment of Accounts

A deposit is required from The Client before any work is carried out. It is the fluffyegg Limited policy that any outstanding accounts for work carried out by fluffyegg Limited or its affiliates are required to be paid in full, no later than 14 days from the date of the invoice unless by prior arrangement with fluffyegg Limited.

Once a deposit is paid and work completed, The Client is obliged to pay the balance of payment in full. We will contact The Client via email and telephone to remind them of such payments if they are not received when due. An additional late payment penalty of 5% of the balance due will also be levied to cover additional administration costs.

If accounts are not settled or fluffyegg Limited have not been contacted regarding the delay, access to the related website or application may be denied and the product removed from public availability. We will then pass such cases to our solicitors to pursue payment. Non-payment may result in County Court Judgements (CCJs) being added to The Client's credit rating.

Following consistent non-payment of an invoice, our solicitors will contact The Client with a view to taking the matter further and, if need be, to seek payment through legal procedures and, if necessary, court summons.

Termination of Contracts

There is a three (3) month notice period on termination of maintenance or hosting contracts paid annually. You are entitled to move services immediately from date of notification, and payment of outstanding accounts. Your service can optionally be provided up to the end of the notice period.

Complaints Procedure

Informal procedure

Anyone who experiences a problem with the product provided by fluffyegg Limited should raise the matter directly, giving sufficient information to locate the material (such as a URL) and clearly outlining the grounds for complaint.

fluffyegg Limited will approach the individual responsible for the material in question with a view to resolving the matter quickly and 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 fluffyegg Limited, 6 Upper King Street, Norwich, NR3 1HA who will acknowledge receipt and ensure that the matter is considered 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.



Agreement

I hereby declare that I/we agree to be bound by the terms of this document.

Client signature _____

Print name _____

Company _____

Date _____