

Terms & Conditions

By hiring White Oak Design, you confirm that you are in agreement with and bound by the terms and conditions below.

Definitions

- The Client: The company or individual requesting the services of White Oak Design.
- White Oak Design: Website designer.
- The Project: Usually but not limited to the development of a website.

Commencing Project

White Oak Design will commence work on a project only when:

- a detailed or general outline of the project has been established;
- a quotation or estimated price has been agreed;
- a 25% deposit has been received from the client in the form of a personal check or PayPal payment;
- these Terms & Conditions have been printed and signed by the client.

Duration of Project

White Oak Design will make every effort to meet any deadlines set in the planning stages. Generally speaking a website will take 1-3 weeks to complete depending on complexity and assuming the client provides all required content and materials as and when needed.

White Oak Design cannot be held responsible for any delays in development caused by illness, accident, or any other unforeseen events. Also, in the event of the client unduly delaying the supply of content and materials, White Oak Design cannot be held responsible for any further delays if resuming work clashes with other planned projects.

In certain cases White Oak Design may request an interim payment if the project is unduly delayed by the client for whatever reason. Examples of such delays include:

- content and materials not supplied by client as and when needed;
- client unable to commit the necessary time to the project;
- instructions by client to postpone development of project until further notice;
- general lack of communication on the part of the client.

In cases like these, White Oak Design will make every effort to get the project as up to date as possible, and the interim payment will normally cover most of the work undertaken to date. The remainder of the project cost is still required; the interim payment simply allows the end-date to be put back further than originally planned.

Project Completion

Completion of the project is when the client is entirely satisfied that the website is finished* and online. The client is expected to proof-read and fully test the entire website before confirming that it is ready to be made generally available for use. Confirmation that the website is finished can be by email or telephone. This is followed by a final invoice from White Oak Design, which is due for payment within 15 days.

** Finished in this case means completing to the original specification. It does NOT mean continually making updates and changes that were not originally specified, especially where a project has been delayed. White Oak Design will make every effort to be reasonable about changes to the original specification, and will not charge extra unless absolutely necessary; however, the client is also expected to be reasonable and recognize the "end point" when it arrives.*

Rights & Waivers

The website, graphics and any programming code remain the property of White Oak Design until all outstanding accounts are paid in full. White Oak Design reserves the right to remove the website (take it offline) at any time if it is felt that the client is unduly delaying payment for works completed.

Any databases, code or scripts remain the copyright of White Oak Design and may only be commercially reproduced or resold with the permission of White Oak Design.

White Oak Design cannot take responsibility for any copyright infringements caused by materials submitted by the client.

Additions to the original brief may be charged as extra. However, White Oak Design will make every effort to advise the client beforehand if said additions are likely to cost extra, and provide a price for those additions wherever possible.

The client agrees to make available as soon as is reasonably possible to White Oak Design all materials required to complete the site to the agreed standard and within the set deadline. White Oak Design will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

White Oak Design 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.

Once the website has been completed, the final balance of payment is then due. There are no exceptions to this. If any payment (interim or final) is more than 30 days past due, a 5% fee will be incurred. A further 5% fee of the running balance will be incurred for each successive 30 days past due. Non-payment will result in legal action being taken if necessary.

Technical Issues

Website Hosting

Where the client provides his/her own website hosting, White Oak Design cannot accept any responsibility whatsoever for the performance of that hosting company. Furthermore, because hosts configure server scripts differently, White Oak Design may find that certain aspects of the website do not work as expected or are unavailable. Any extra time required to amend or work around such problems may be charged as extra.

The client is expected to proof-read and test fully the entire website before confirming that it is ready to be made generally available for use. Where programming bugs or errors are found after the site is live, White Oak Design will endeavor to correct these issues immediately. However, any unforeseen issues on the part of the client that need "correcting" may be charged as extra (examples of this include where unexpected public response or feedback means alterations to the website).

White Oak Design will endeavor to check the website for spelling and accuracy, including telephone and email addresses, but it is ultimately the client's responsibility to ensure accuracy. This includes copy written either by the client or White Oak Design.

Screen resolution

White Oak Design creates all websites to fit on a computer screen that uses 800 x 600 resolution or higher. Many users now have large screens with high resolution, upwards of 1200 pixels across, but the two most common resolutions are still 800 x 600 and the larger 1024 x 768. The choice therefore is:

- Make the website fit a small screen but have "too much" whitespace at the sides on a larger screen.
- Make the website large enough to fill a high resolution screen but force horizontal scrolling on a smaller screen.

A third option is to design the website to be "fluid" – ie, automatically resizing to fill the screen. However, given that a screen might be anywhere between 800 and 1600 pixels wide, this causes all kinds of potential problems with content layout. White Oak Design typically opts for a fixed width website that fits snugly on an 800 x 600 screen and looks perfectly reasonable on a 1024 x 768 screen.

It should also be noted that users sometimes have their Favorites/Bookmarks open on the left-hand side, thus rendering a smaller available screen width.

Website compatibility

White Oak Design checks the finished website and any subsequent updates in popular browsers such as Internet Explorer, Mozilla Netscape, Mozilla Firefox, and Opera, all operating on a Windows platform. The vast majority of internet users make use of one of these browsers. However, there are a number of reasons why the website may not "work" as expected for various users:

- The user has an obscure or lesser-known browser installed, for which the website has not been optimized.
- The user has a common browser but an older version that lacks modern features.
- The user has a Mac computer (as opposed to a PC) or a different operating system, neither of which White Oak Design is able to test the website on.
- The user has either deliberately or accidentally disabled various functions and features of the browser, rendering parts of the website inoperable. Two common problems here are caused when users switch off Javascript capability (popup windows may not open correctly) or set their Privacy setting too high (cookies are needed for shopping carts and other features to work). Other problems are known to be associated with the user's choice of firewall/anti-virus software.

White Oak Design cannot cater to every possible scenario without severely limiting the website design to a "bare bones" structure.

Malfunction of website

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, White Oak Design cannot accept responsibility for any losses incurred due to malfunction.

Website hosting downtime

Suspected downtime or connectivity issues should of course be reported to White Oak Design at once. However, while the client may pay for and rent webspace from White Oak Design, it should be noted that White Oak Design in turn rents that webspace from a third party "primary" host (Modwest, Inc.) and in this sense White Oak Design are an intermediary host. It is common for all primary hosting companies to experience occasional technical difficulties, and while frustrating, these difficulties are normally put right very quickly (usually within an hour). In rare cases the difficulties may last much longer, perhaps a day or more.

In any event, White Oak Design will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site.

Clients can at any time check the connectivity status of the primary hosting company at <http://status.modwest.com>. It may be worth noting that if a client's website is experiencing downtime, White Oak Design's own website (and other client websites) will be down also.

Valid Complaints

Occasionally White Oak Design gets it wrong. We're all human. In the event that we make a technical error that causes the downtime or disabling of part of the website (such as a contact form that doesn't send or a page that doesn't open) then we will of course eat humble pie and apologize most profusely.

However, if we feel some sort of reimbursement is due, this will be in the form of free hosting (an extension to the current paid hosting period) or free work (an agreed number of hours for major changes to the website at any time in the future). White Oak Design will NOT refund any money paid under any circumstances, or be liable for reimbursement for wasted advertisements, loss of business, etc.

I (THE CLIENT) AGREE TO THE ABOVE TERMS & CONDITIONS:

PRINT NAME _____

SIGNATURE _____

DATE _____