

Bright Fox Solutions Ltd Terms & Conditions

The following terms and conditions apply to all web site development and hosting services offered by Bright Fox Solutions Ltd. By accepting a quote either verbally or in writing or ordering a product from Bright Fox Solutions Ltd you are agreeing to the following terms and conditions.

General Terms

- 1) Any point within these Terms & Conditions may be amended by either party by agreement in writing.
- 2) Any features deemed by Bright Fox Solutions Ltd as additional to the existing quote are subject to an additional cost. In these circumstances, Bright Fox Solutions Ltd will give notice prior to implementation and seek agreement of the additional cost. An invoice for the cost of the additional features will be issued for payment with the final invoice for the outstanding balance.
- 3) On completion of the services, work or goods provided, an invoice for all residual fees will be sent to the client. Bright Fox Solutions Ltd reserves the right to withhold or remove a website or any work Bright Fox Solutions Ltd creates for a client from publication or submission prior to full and complete payment.
- 4) If a client becomes unresponsive for more than a month at any point during the progress of a project we shall be entitled but not obliged forthwith to demand all payments due on a project including the final instalment. Unresponsiveness includes but is not limited to, failure to communicate by email or telephone and failure to provide material in relation to progressing the website.
- 5) If during the development stage the Client wishes to withdraw their decision of having a website developed by Bright Fox Solutions Ltd then charges will be applicable. If the Client wishes to withdraw within 7 days after we begin work they will lose their deposit only. Anytime after the 7 days, the Client will lose their deposit and in addition will have to pay an amount equivalent to number of hours work we have completed on the project.
- 6) Bright Fox Solutions Ltd is not obliged to keep electronic or paper copies of any such material for more than 3 months from the date they were supplied or created. Bright Fox Solutions Ltd shall not be liable for any loss monetary or otherwise, as a result of taking any such actions.
- 7) An initial draft design for a website may be provided at the discretion of Bright Fox Solutions Ltd on a speculative basis by written agreement from Bright Fox Solutions Ltd. Bright Fox Solutions Ltd is under no obligation to provide a draft design for any request.
- 8) Draft designs are entirely the copyright of Bright Fox Solutions Ltd until fully purchased by the client.
- 9) Bright Fox Solutions Ltd reserves the right to use any draft designs in any marketing material representing Bright Fox Solutions Ltd.
- 10) All websites will be built at a fixed width for optimal viewing in 1024 x 768 resolution.
- 11) Bright Fox Solutions Ltd purchases stock images from an image library, which allows images to be used on websites created for clients. Should we be unable to gain appropriate images from this source, alternatives will be identified, and any conditions of use made clear to the client, along with any additional associated costs.
- 12) The client is responsible for securing copyright agreement for the use of any material submitted by them to Bright Fox Solutions Ltd for use in the client's project.
- 13) If any Search Engine refuses to index the website we cannot be held responsible.
- 14) It is the clients' responsibility to check the correctness of the site before it goes live.
- 15) If a client has agreed for the site to go live, then they are agreeing that the development and design of the website satisfies all their requirements.
- 16) Bright Fox Solutions Ltd reserve the right to maintain a visible hyperlink on each page of a website it creates in part or whole, linking directly to the Brightfoxsolutions.com homepage. This link is not to be removed or modified in any way without the express written permission of Bright Fox Solutions Ltd. We will charge £500.00 or 10% of total project value to remove this hyperlink, whichever is greater.
- 17) Bright Fox Solutions Ltd is not responsible for creating, supplying or checking any content, including images and text, for solutions we design or develop. The client has full responsibility for creating, supplying and checking all content. The client has full responsibility for uploading content to updateable sections of the solution.
- 18) Bright Fox Solutions Ltd is not responsible for the quality of images or content supplied by the client. Image and photo resizing in relation to dimensions and file size as well as manipulation and optimisation are considered separate requirements and may be charged for separately.
- 19) Upon receipt of final approval from the client, and once all payments have been received, the ownership and copyright for the site will transfer to the client and the website will be launched, with the following restrictions:
 - Images including but not limited to photographs and computer generated images, supplied by Bright Fox Solutions Ltd, remain the copyright of Bright Fox Solutions Ltd or their suppliers and may not be reproduced, electronically or in print, without the express written permission of Bright Fox Solutions Ltd.
 - Only one instance of a website can be made available on the World Wide Web;
 - No portion of the coding can be copied/duplicated or redistributed in any form electronic or otherwise.
 - All data stored in an online database is the property of the client along with any rights and responsibilities associated with this, including, but not limited to, the clients' responsibilities and duties in relation to the Data Protection Act.
19. Bright Fox Solutions Ltd will provide web hosting, for the client for no additional charge for 12 months from the date of launch. Subsequent annual charges will apply.
20. Any errors identified with work undertaken by Bright Fox Solutions Ltd must be notified in writing on immediate discovery of the error. Bright Fox Solutions Ltd will attempt to resolve any genuine errors as quickly as possible. Bright Fox Solutions Ltd cannot accept responsibility for any loss either monetary or otherwise due to any web site errors.

Payment Terms

- 1) A 50 % deposit is required to commence work, and the balance payable upon completion and agreement of the website will be paid by the client to Bright Fox Solutions Ltd, based on the fees quoted.
- 2) All invoices are due for payment strictly within 14 working days of the date of invoice. For late payments, Bright Fox Solutions Ltd reserves the right to withdraw all services, until the outstanding debt is settled. This may include, but is not limited to, removing any material stored on any server, preventing access to any and all documents, papers, material etc. belonging to the Client.