

Grant Morgan Enterprises Terms & Conditions 2010

1. The contract between Grant Morgan Enterprises and the Client will be on these conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.
2. The works to be carried out shall be as set out in the Grant Morgan Enterprises confirmation order email.
3. Email will be the method of contact with regard to all communication. Although Grant Morgan Enterprises can be contacted by telephone, we will use email as our method of communication and therefore it is the Client's responsibility to inform us of any change in email address so we always have up to date email contact details. Grant Morgan Enterprises can not be held liable in any way relating to communication issues if we are not supplied a valid email address. Grant Morgan Enterprises will acknowledge all emails within 3 working days.
4. Grant Morgan Enterprises will only commence work on a Project after receipt of a non refundable, 50% deposit of the quoted Project fee from the Client. The final 50% payment is to be made on completion of the website. The website will be switched to Live Mode once the Clients remaining balance is paid in full.
5. The client's domain name shall be renewed every 2 years if provided by Grant Morgan Enterprises and charged by our invoice payable within 10 days.
6. The client's domain (server space) shall be renewed every 12 months if provided by Grant Morgan Enterprises and charged by our invoice payable within 10 days.
7. The deposit paid to Grant Morgan Enterprises covers the cost of design work carried out as well as any admin work and communication with Grant Morgan Enterprises. The deposit is non refundable.
8. Level 1 Flash animation refers to 3 hours of Flash development time on the clients website by Grant Morgan Enterprises.
9. Grant Morgan Enterprises shall expect the Client to carry out sufficient research before proceeding with a website. This will include checking that the website/idea/business will operate legally. It is important that the website is not in any way illegal.
10. It is important for the Client to provide all content for their website via email.
11. It is important for the Client to keep in contact with Grant Morgan Enterprises throughout the entire Project. If a Client does not make contact for 3 weeks we will make up to 5 attempts to contact the client by email using the email address specified when the client went ahead. If we do not receive a response to these attempts of contact the Project may be terminated, and the deposit will not be refunded.
12. Where images used on the website have been purchased by Grant Morgan Enterprises on behalf of the Client, these images are strictly for use on the website only. Grant Morgan Enterprises are not liable for misuse of these images by the Client or any other person's copying, altering or distributing the images to individuals or other organisations.

13. Grant Morgan Enterprises will host the website if the Client requires us to do so and on receipt of full payment of our Hosting fees. In doing so, Grant Morgan Enterprises will endeavour to provide a reliable and professional service to the Client at all times but do not guarantee that the website Hosting will be available at all times, especially in the event of a technical failure beyond our control.
14. All hosting offered by Grant Morgan Enterprises is limited to 200mb of website space unless otherwise stated in a separate contract. If your site requires more than 200mb of space we will advise of other hosting solutions and then cease hosting the site.
15. Marketing of the finished website is wholly the responsibility of the client, we do not offer SEO or other Google ranking support.
16. Grant Morgan Enterprises cannot be held responsible for anything adversely affecting the Client's business operation, sales, or profitability that might be claimed is a result of a service offered by Grant Morgan Enterprises.
17. Grant Morgan Enterprises will provide the Client with an expected completion date for the Project (live on the internet) if requested. Grant Morgan Enterprises will endeavour to meet any given deadline, but do not guarantee and are not bound in any way to complete the Project by this date. The expected completion date provided by any employee of Grant Morgan Enterprises is purely an estimate.
18. The Client shall not be charged for Open Source Software. If there is a charge for a website using Open Source Software, the Client is paying for the installation time. Open Source Software is not owned by Grant Morgan Enterprises or the Client.
19. Grant Morgan Enterprises own all design and code of the website until final payment has been received in full. Once final payment is received, the Client will then own the design and code of the website, unless Images will have been purchased by Grant Morgan Enterprises for the Client, unless the images have been supplied by the Client. Images purchased by or taken by Grant Morgan Enterprises are licensed only for use on the client website.
20. All images displayed on the Client's website will only be used after authorisation by the Client, and are the sole responsibility of the Client regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any images supplied by the Client or Grant Morgan Enterprises, they will be the sole responsibility of the Client.
21. Client's websites are designed to be compatible with the main 4 browsers and their latest versions; Microsoft IE8, Firefox 3.6, Safari 4 and Google Chrome 4. Should other browsers or versions be required this must be requested within the clients initial specification and may be subject to extra charges.