

Definitions:

The Client : The company or individual requesting the services of The Green Birdie.

The Green Birdie: Primary designer/site owner & employees or affiliates.

General

The Green Birdie will carry out work only where an agreement is provided either by email, telephone, mail or fax. The Green Birdie 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 The Green Birdie and the client; this includes telephone and email agreements.

Website Design

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

The website, graphics and any programming code remain the property of The Green Birdie until all outstanding accounts are paid in full.

Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by The Green Birdie remain the copyright of The Green Birdie and may only be commercially reproduced or resold with the permission of The Green Birdie.

The Green Birdie 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 briefs provided will be carried out at the discretion of The Green Birdie and where no charge is made by The Green Birdie for such additions, The Green Birdie accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to The Green Birdie all materials required to complete the site to the agreed standard and within the set deadline.

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

The Green Birdie 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. eg. Any disputes re content/images that have been provided to us for inclusion on the site.

The Green Birdie 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.

The Green Birdie 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 of 35% is required with any standard project.

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. 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 completed. Non payment will result in legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the client's satisfaction and no refunds can be offered.

Database, Application and E-Commerce Development

The Green Birdie cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, applications or software (unless specifically agreed) written by The Green Birdie remain the copyright of The Green Birdie and may only be commercially reproduced or resold with the permission of The Green Birdie.

Where applications or sites are developed on servers not recommended by The Green Birdie, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the client's responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by The Green Birdie before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, The Green Birdie will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

Compatibility

The Green Birdie will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 7 + 8 and Mozilla Firefox 3. The Green Birdie can offer no guarantees of correct function with all browser software.

Website Hosting

Whilst The Green Birdie recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service by The Green Birdie 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.

The Green Birdie reserve 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 free hosting service should the necessity arise.

Website Optimization

Due to external factors, such as changes to the way search engines rank websites, we cannot offer any guarantees regarding the position we will achieve for websites. The process of optimizing websites itself will bring in more traffic and hits and you'll see visits increase to your site naturally. We cannot accept liability for any change in rankings, or drop off in the position of your website due to changes in the algorithms of the search engines or the factors that they use to rank websites.

We use 'white hat techniques' when optimizing websites and always aim to achieve a top ten ranking for your website within six months of undertaking a SEO contract. Due to the work involved payment is generally required in advance and we are unable to offer a refund of any monies to clients in relation to this type of work.

The Green Birdie reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial.

Payment of Accounts

A deposit is required from any new client before any work is carried out. It is the The Green Birdie policy that any outstanding accounts for work carried out by The Green Birdie or its affiliates are required to be paid in full, no later than 30 days from the date of project completion unless by prior arrangement with The Green Birdie.

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full.

We will contact clients via email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or The Green Birdie have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj's) being added to the clients credit rating.

Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

Your Privacy

We do not share or sell any of your details with third party companies, without your express permission and we will only email you or contact you about work related matters.

Complaints Procedure

Informal procedure

Anyone who experiences a problem with their web service provided by The Green Birdie should raise the matter directly using our contact form on our website, giving sufficient information to locate the material (such as a url) and clearly outlining the grounds for complaint.

The Green Birdie will approach the individual responsible for the material in question with a view to resolving the matter 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 The Green Birdie, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within 7 working days of its receipt; a full and considered response to the complaint should be completed within 30 working days and any subsequent remedy implemented with the minimum of delay.

Alterations to Terms

The Green Birdie reserves the right to amend these terms and conditions as we see fit. Alterations to the Terms and Conditions will go live on our website. We will do our best to notify existing client's by email if Terms and Conditions are amended however it is the responsibility of the client to keep up to date on the latest Terms and Conditions available from our website.