

Heaton Creative

Terms and conditions

The acceptance of a commission either by phone, fax, email or in person will be deemed as a contractual agreement between the client and Heaton Creative.

Heaton Creative cannot always guarantee to start work on a project immediately but will arrange a date with the client when work will commence.

Copyright for all material provided by Heaton Creative, including all code, graphics, photographs and text, remains the property of Heaton Creative until such time as payment has been made in full, whereupon they become the property of the client.

Payment is required at three separate intervals during the project timeline. A deposit of 30% of the total cost is required to start the project and is non-refundable. This is followed by two further payments. 45% is required when nearing completion of the project, followed by a final payment of 25% on final delivery. All payment and delivery dates will be outlined and agreed with the client prior to the commencement of a project.

No design or development work will be carried out for the client until an agreement has been reached to start a project and an initial deposit of 30% has been paid to Heaton Creative.

If at any point a client wishes to cancel the agreement, they may do so, but they will be invoiced an amount that Heaton Creative judges to be proportional to the amount of work completed on the project.

Heaton Creative requires payment either by cheque, bacs transfer or cash within 14 days of the date on the invoice.

All materials supplied by the client and used in the construction of the client's web site will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws.

Whilst Heaton Creative may recommend hosting providers and services, Heaton Creative cannot accept liability for losses caused by the unavailability or interruption of any hosting service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Heaton Creative reserves the right to alter prices at any time without notice. If a client has commissioned a service from Heaton Creative prior to a change in prices, that commission will not be subject to any increase, but any subsequent commission may be subject to an increase.

When deemed appropriate Heaton Creative will recommend open-source or commercial third-party solutions for e-commerce, blogging, forums and content management. All recommendations are done after extensive research and are done in good faith. Heaton Creative cannot accept liability for any issues caused by the use of these third-party solutions.

Heaton Creative reserves the right to refuse to construct a web site which we judge as unfit due to content or otherwise. This includes, but is not limited to, websites containing adult-oriented material, websites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation, and websites which infringe copyright or are contrary to UK laws.

Heaton Creative cannot make any guarantees regarding the placement of a client's website in search-engine rankings. However, every effort will be made to ensure that the techniques and practices used to build the client's website will assist good search-engine placement.