

Lomond Web Creations -Terms and Conditions

The following terms and conditions apply to all web site design services offered by Lomond Web Creations. By ordering services from Lomond Web Creations you are agreeing to the following terms and conditions.

1. We reserve the right to refuse to construct a web site which we may judge as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws.
2. The acceptance of a proposal shall be deemed as a contractual agreement between the client and Lomond Web Creations. On acceptance of a proposal 50% of the contract value will be invoiced. Work on the contract cannot be commenced until this payment has been made
3. On completion of the project Lomond Web Creations expects payment by cheque, credit card or cash within 14 days of the date on the invoice.
4. Lomond Web Creations cannot always guarantee to start work immediately on a commission but will arrange a date with the client as to when work can commence.
5. All material, text and images, 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.
6. The copyright for all material provided by Lomond Web Creations, such as HTML code, graphics, photographs and text, will remain the property of Lomond Web Creations until such time as payment has been made in full whereupon they will become the property of the client.
7. Lomond Web Creations makes every effort to design pages which display acceptably in the most popular current browsers, but cannot accept responsibility for pages which do not display acceptably in new versions of browsers released after pages have been designed.
8. Lomond Web Creations will make every reasonable effort to promote the website effectively but cannot guarantee high positions in search engine results.

9. Lomond Web Creations can accept no responsibility or liability if any search engine, online directory or search site, submitted to as part of a web site promotion commission, chooses not to list a client's web site.

10. If at any point during the Website Development Cycle a client wishes to cancel, they may do so but will be invoiced an amount that Lomond Web Creations judges to be proportional to the amount of work completed on the commission.

11. If, during the Website Development Cycle, the client does not supply the content required in order to complete the commission within a reasonable amount of time, Lomond Web Creations will consider that the client wishes to cancel the commission.

12. Any payment returned by the bank or credit card company will incur a £25 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the customer.

13. Lomond Web Creations does not undertake to maintain or update a client's website as part of the design commission. If a client wishes Lomond Web Creations maintain or update a web site as a separate commission, Lomond Web Creations will negotiate with the client a maintenance contract appropriate to the amount of work required. Web site maintenance may also be undertaken on a time and materials basis if the client so wishes.

14. By agreeing to these terms and conditions your statutory rights are not affected.

15. This agreement is subject to the law of Scotland which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.