

Terms and Conditions 2010 onwards

Terminology

Our Company, Company

This refers to Splash Work Animations or SWA (an acronym of Splash Work Animations)

Our Mail Server

This refers to when the e-mail goes through our server at the address of mail.swadesign.co.uk

Secure Storage Facilities

This refers to a form of hard drive storage that holds information that cannot be altered without authorisation.

Client

This refers to a customer of Splash Work Animations who has used or is using one or more of our services.

We, Our

This refers the company, Splash Work Animations or SWA (an acronym of Splash Work Animations)

You, Your, Yourself

This refers the the customer or client who is using our website or services.

Mail Application

A program we use to view / send e-mail to our clients.

Go Live, Going Live

When your website is available for public viewing.

SWA Cloud

Online Cloud Service built by SWA

Ad247

An online self-advertising service built by SWA

E&OA

Errors and Amendments Accepted

Cookies

Locally stored data in your browser

Terms & Conditions

Start of Terms & Conditions

1. Entering our domain swadesign.co.uk which includes any sub-domains, folders and directories
2. Making contact with us in person, e-mail or telephone

Quote

1. Once the price on the quote is agreed upon either in person, or digitally over the internet via email or other messaging services, it cannot be changed.
2. The agreed design can be altered in colour, text and image; however excludes the type of service e.g. Graphic Design, Website Design, SWA Cloud and any / other services we provide

Deposits

1. A Deposit is 50% of the Website Design Cost excluding hosting as agreed in the quote
2. A Deposit should be paid in cheque, cash or electronically only our website www.swadesign.co.uk/shop
3. A Deposit should be received within 30 calendar days
4. If not received a 5% charge will be added to the total amount every 30 calendar days
5. A Deposit is a non-refundable payment

Development

1. The agreed design can be altered in colour, text and image; however excludes the type of service e.g. Graphic Design, Website Design, SWA Cloud and any / other services we provide
2. The Quoted price cannot be altered
3. A development payment is 50% of the total service cost (plus hosting and maintenance, only if website design service is chosen)
4. Development cannot go ahead without a full paid deposit
5. We cannot be held responsible for any third party involvement in the development

Hosting

1. Our Hosting is provided on a VPS (Virtual Private Server) and Dedicated Servers
2. We do not host any material we class to be inappropriate or may hold SWA liable to action by the a national or international law.
3. You are allowed up to 2 hours maintenance per month on your website service to edit or update your website. Any longer maintenance may require a separate charge.

Emails

1. When we receive e-mails through our mail server we have the right to delete, duplicate and block addresses
2. We aim to respond to within 48 hours of receiving the e-mail on our mail application unless pre-stated otherwise e.g. "not available during christmas holidays"
3. We cannot be held responsible for not receiving, deleting or not replying to unwanted e-mails or non-clients of SWA

Hosting Payments

1. A hosting payment covers the cost to host your website on our server
2. Hosting Payments should be paid in cheque, cash or electronically only on our website www.swadesign.co.uk/shop
3. Payment should be received within 30 calendar days
4. If not received a 5% charge will be added to the total amount every 30 calendar days
5. If Hosting is weekly, a charge of 5% will be added to the total every 7 calendar days
6. Hosting Payments can be refunded, see Refunds section

Advertising Payments

1. An advertising payment is used to pay for the advertising service we provide
2. Advertising Payments should be paid in cheque, cash or electronically only on our website www.swadesign.co.uk/shop
3. Payment should be received within 30 calendar days
4. If not received a 5% charge will be added to the total amount every 30 calendar days
5. If Advertising is weekly, a charge of 5% will be added to the total every 7 calendar days
6. Advertising Payments cannot be refunded

Refunds

1. Re-funds are paid-out within 7 days of notification of website being terminated by client or SWA
2. Refunds of Hosting Payment will be the amount calculated by the amount owed minus the amount left to pay that following year, month or week
3. Deposit is non-refundable
4. Development refunds can only take place before the website is live.
5. Development refunds are calculated as cost of service minus deposit
6. E&OA before payment of service

Your Data

1. We cannot be held responsible for data you delete, misuse or destroy
2. We cannot be held responsible for any security issues that are not proven to be our servers or systems

Our Rights to ending Your Contract

1. Once a website is live or a graphic design has been fully designed we have the right to terminate a contract and over rule your rights with valid reasoning.
 - More work than agreed with client without payment
 - Excessive demand of work
 - Abusive language or actions to SWA
 - Illegal material or content that appears on your website or advert
 - Attempts of hacking and misuse our service
 - Refusal of payment

Your Rights to ending Your Contract

1. Once a website is live or a graphic design has been fully designed you have the right to end a service with valid reasoning.

Termination of Contract

1. Once a contract has been terminated, you are still under the terms and conditions of SWA but do not receive any of our services

2. If any contact is required after termination of contract, it must be made within the first 7 calendar days after contract has terminated

3. After 7 calendar days, we will be offering no further support on your enquires

4. If you are wanting to use any of our services again, you will treated as a new customer and go through our process from the beginning

5. If you service was website design, you will receive the following from us:

- PHP Template used for your website

- CSS Code used for your website

- Information that was stored in the database

- Images used for your website

- Javascript used for your website

- Domain Name (option to transfer it to your desired company)

6. No MySQL or PHP files used for our control panel or SWA cloud system are licensed to any clients and are therefore not transferred to them

7. If Domain in not transferred within the 7 days of termination of contract, it will be sold onto godaddy.com

8. We cannot take responsibility as to who buys your domain next, once it has been transferred to a different company

Privacy Policy

Personal Information

1. Under the information act 1998, we will provide you access to only your data so changes and corrections can be made
2. Only relevant information is stored about you
3. No banking credentials are stored on our system or server
4. When you end your contract with us, we keep your personal data on archive for future reference and statistic uses only
5. No information is passed onto any other party

E-mails

1. We store all e-mail that go through our system for reference
2. No e-mails are forward or copied to anyone other party

Hosting

1. Our servers are stored securely in an alarmed building
2. Our servers are protected online through a series on secure credentials limiting access to the server, your files and content of your website from the internet and potential hackers.
3. While you are in development, your files are stored in a protected directory which can only be accessed by yourself via a username and password we provide for you - only SWA and yourself have access to it. We cannot be held responsible for credentials been overheard, overseen or through your own responsibility
4. If your website has a control panel or is part of the SWA Cloud you have further protection over your data by limiting control of to the content on your website, as your website files and content are stored separately and data is not deleted without permission from the client.
5. All data on the server is logged continuously

Cookies

1. This information only applies to our SWA Cloud service
2. We store the following information in your browser as they are essential at ensuring your experience is secure, personal and essential at retrieving the relevant information from the cloud.
 - Your e-mail address that you signed in with
 - The current view that viewing e.g. editing your website
 - Your current log status e.g. Logged in or logged out
3. The cookies are only stored while you are logged in.
4. Upon session time out, the cookie storing your email address is cleared and the cookie storing your view is cleared, however the log cookie will remain there to provide you with relevant information of the session time out.
5. Upon refreshing the page after timing out, the log cookie will be cleared.
6. Upon logging out, all cookies are cleared.

If you do not agree with anything in our legal notes please contact:
hello@swadesign.co.uk

We will try to respond to you matter as quickly as possible and notify you when / if changes are made.

Splash Work Animations
Website & Graphic Design UK