

**6° solutions**  
WEBSITE SERVICES

[www.sixdegreesolutions.co.uk](http://www.sixdegreesolutions.co.uk)

**TERMS & CONDITIONS**

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## TERMS & CONDITIONS OF SIX DEGREES SOLUTIONS LTD.

By placing an order with **six degrees solutions ltd.**, you confirm that you are in agreement with and bound by the terms and conditions below.

### 1. Definitions

(i) The Client: The company or individual requesting the services of **six degrees solutions**.

(ii) **six degrees solutions**: Primary designer/site owner & employees or affiliates.

### 2. General

(i) **six degrees solutions** will carry out work only where an agreement is provided either by email, telephone, mail or fax. **six degrees solutions** will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written contract (e.g. signed engagement letter) between **six degrees solutions** and the client, this includes email agreements.

(ii) **six degrees solutions** can change the content of its site without prior notice, so prices displayed may not always be up-to-date. The client should confirm prices with **six degrees solutions** before work is carried out.

### 3. Website Design

(i) Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, **six degrees solutions** cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

(ii) The website, graphics and any programming code remain the property of **six degrees solutions** until all outstanding accounts are paid in full.

(iii) Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by **six degrees solutions** remain the copyright of **six degrees solutions** and may only be commercially reproduced or resold with the permission of **six degrees solutions**.

(iv) **six degrees solutions** 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.

(v) Any additions to the brief will be carried out at the discretion of **six degrees solutions** and where no charge is made by **six degrees solutions** for such additions, **six degrees solutions** 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.

(vi) The client agrees to make available as soon as is reasonably possible to **six degrees solutions** all materials required to complete the site to the agreed standard and within the set deadline.

(vii) **six degrees solutions** will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

(viii) **six degrees solutions** 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.

(ix) **six degrees solutions** 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.

(x) **six degrees solutions** 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.

(xi) The client agrees to have his/her website as a reference on the website of **six degrees solutions**.

(xii) A minimum deposit of 30% is required with any project before any design work will be carried out. This figure may also be higher depending on the complexity of the project.

(xiii) 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 done. Non-payment will result in legal action being taken if necessary.

#### **4. E-Commerce and Bespoke Development**

(i) **six degrees solutions** 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.

(ii) The client is responsible for the costs of any third party software required in completion of the project. In addition, **six degrees solutions** cannot accept liability for losses caused by the unavailability, malfunction or interruption of third party software, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

(iii) Any scripts, cgi applications or software (unless specifically agreed) written by **six degrees solutions** remain the copyright of **six degrees solutions** and may only be commercially reproduced or resold with the permission of **six degrees solutions**.

(iv) Where applications or sites are developed on servers not recommended by **six degrees solutions**, 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.

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

## 5. Compatibility

(i) **six degrees solutions** 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 6. **six degrees solutions** can offer no guarantees of correct function with all browser software.

## 6. Website Hosting

(i) Whilst **six degrees solutions** recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service. **six degrees solutions** 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.

(ii) **six degrees solutions** 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 hosting service should the necessity arise.

## **7. Website Support**

(i) **six degrees solutions** provides 30 days post-live customer support inclusive in the cost, unless otherwise stated in a written agreement between the client and **six degrees solutions**. Most queries should be answered within 4 hours or a maximum of 24 hours, although this cannot always be guaranteed.

(ii) If the client has a website maintenance contract, then he/she and **six degrees solutions** will be bound by the terms and conditions of the website maintenance contract.

(iii) Any additional support will be charged at the hourly billing rate of £40 per hour.

## **8. Payment of Accounts**

(i) A deposit is required from any new client before any work is carried out. It is the policy of **six degrees solutions** that any outstanding accounts for work carried out by **six degrees solutions** or its affiliates are required to be paid in full, no later than 20 days from the date of the invoice unless by prior arrangement with **six degrees solutions**.

(ii) 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.

(iii) If accounts are not settled or **six degrees solutions** 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 client's credit rating.

(iv) 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.

## **9. Complaints Procedure**

### **Informal procedure**

(i) Anyone who experiences a problem with their web service provided by **six degrees solutions** should raise the matter directly using our online contact form to do so, giving sufficient information to locate the material (such as a url) and clearly outlining the grounds for complaint.

(ii) **six degrees solutions** 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**

(iii) 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.

(iv) A formal complaint should be made in writing to **six degrees solutions**, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

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