

Terms and Conditions

Morango Services Limited (“Morango”)

1. **Contract:** The client’s approval for work to commence shall be deemed a contractual agreement between the client and *Morango*. **Important: Approval for the work to commence and payment of the advance fee indicates that the client accepts the terms and conditions outlined in this document.**
2. **Copyright:** *Morango* will hold copyright of any material, including any source code and original images created for the client until payment of the final invoice. At this time we will transfer this copyright to the client.
3. **Clients Responsibilities with Regard to Copyright:** In situations where the client provides images, text, animations or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright. Certain images provided by *Morango* in the construction of the website may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in publicity material. The website owner is legally responsible for ensuring that this does not happen. If you wish to use any images from the site for other purposes please contact us for clarification.
4. **Registration Charges:** All third party costs arising from the registration of a domain name shall be met by the Client. *Morango* recommend that clients register their own domain names so that they have full ownership of these but where we have registered a domain name on the client’s behalf we agree to transfer this domain name to the client immediately upon request and without charge.
5. **Search Engine Promotion:** *Morango* are not responsible for the client’s on-going web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimise your site for this we are unable to make any guarantees about the success of any search engine promotion activity.
6. **Cancellation:** Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.
7. **Conceptualising:** Conceptualising is the process of producing website concepts for clients. Concepts can include site mock ups, graphics and design proposals. For higher cost websites this will be included but for low cost sites (below £3500) please bear in mind that unless previously agreed, only one concept is possible. You should therefore ensure that you let us have your preferred colour scheme and design requirements beforehand. If you don’t do this we will design the website appropriately but if it is not to your taste we may not be able to rework the website without additional charges. This is why it is often best to show us another website that you like as an example of what you require.
8. **Quotations:** The price quoted to the client is for the work agreed on the quotation only. Should the client decide that changes are required after work on the website commences, then we will accept these changes with the provision that additional charges may have to be negotiated.
9. **Advance Payment:** An advance of 50% of the total cost of the project is required before work can commence.

10. **Payment terms:** Payment is currently accepted by bank transfer, cheque or bankers draft in UK Pounds Sterling, unless otherwise agreed. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £30.
11. **Credit Card Payments:** Credit card payments can also be accepted via our Google Checkout electronic invoice system.
12. **Payment:** Payment of any balance will be due upon presentation of the invoice. Full publication of the Web Pages may take place only after full payment has been received. Any material previously published may be removed if payment is not received.
13. **Future Support:** The website is provided to and accepted by the client as a fully functioning, completed work. ***Morango** is not responsible for future support unless otherwise stipulated in the proposal.*
14. **Future Site Problems:** Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website, and **Morango** will endeavour to protect it from this as much as we can during its creation. We cannot be held responsible for problems that develop on completed sites as a result of illegal activity.

Notes:

Should **Morango** waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit **Morango** to waive the same clause on any other occasion.

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

Should clarification of any of the above be required please contact us.

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