



Pilgrimage
Web Design

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Terms of Service

(16th May 2016)

1. DEFINITION AND PURPOSE

This document sets out the terms in which, and conditions within which, “we” (or “us”, Pilgrimage Web Design) provide “you” (the Client) with our Services in the United Kingdom. For mutual understanding and for the benefit of both parties, it aims to define the nature, extent and limitations of the said Services, and as such may be referred back to as regulating the provision of the Services.

By using our services, you acknowledge that you accept the present terms, or, should an Overriding Contract exist, the terms set by it. These Terms of Service are subject to change without prior notice, however an up-to-date version of the Terms of Service is downloadable at all times from our website (www.pilgrimageweb.co.uk).

2. JURISDICTION AND VALUE ADDED TAX

Our business, employees and legal documents (including this one) are bound to comply with English law, and come under the jurisdiction of the courts of England and Wales. Pilgrimage Web Design is currently not registered for VAT, and is therefore not required to charge VAT on behalf of HMRC.

3. GUARANTEES AND RESERVES

You have the authority to do business with us on behalf of yourself, your company or your organisation. We have the experience and ability to do everything we have agreed with you and we will do it all in a professional and timely manner. You are able to fulfil the terms of our agreements, and can afford all payments due as part of it.

We reserve the right to determine whether any potential client is a business, a non-profit organisation, a Christian Church or an individual, at our absolute discretion. We reserve the right to decline business at our absolute discretion.

4. PRIVACY POLICY

So as to provide our services we will need to gather information about you, your organisation and/or your project. We will maintain the confidentiality of everything you give us, and will never pass your details on to a third-party outside what is strictly necessary to the completion of your project.

5. FORMAL AGREEMENT

Any *recorded* means of communication (including postal mail, email, online form or other means, and excluding oral communication via any means), is deemed to constitute proof of an agreement on any given matter at any given time.

6. CHANGE OF MIND

You are free to withdraw from any project at any time, however since the services we provide qualify as “personalised” no payments already made can be claimed back, nor can any rights be claimed on the unfinished design. We will not withdraw from a project already agreed unless these Terms are breached by you.

7. GENERAL EXCLUSION CLAUSE

By default, is excluded from the provision of our services anything which has not been formally agreed between you and us, and for which you have not been specifically invoiced.

8. COMPLETION AND DELIVERY

Completion is taken to mean that the design is in a form which can be published (for a website), used (for a logo) or printed (for a print design).

Unless you have also elected to have us organise a third-party printing or merchandising order, the design will be delivered electronically, in any format available to us and reasonably suitable to you. We will keep a backed-up copy of the design for possible future use. Delivery of a website normally takes the form of an upload to server space used for your purposes.

9. CHARGES

Unless you are a church, charity or trust, we will normally charge you on an hourly basis. If you are a church, charity or trust, we will normally charge you a set fee.

Quotations will be issued always seeking your best interest (particularly in determining costing), and will form the basis of invoices where relevant. We reserve the right to change our prices at any time, where they have not been previously agreed between you and us. Unless circumstances beyond our control force us to, we will not increase any prices previously agreed with you for the provision of any given service. In the unlikely event of this happening, you would be given as much notice as can be reasonably expected so as to decide on the best course of action.

10. DISCOUNT

Discount is not a right and there can be no claim of entitlement to it. It may be freely granted at our absolute discretion.

11. TERMS OF PAYMENT

The payment terms will normally be 25% of the total before the start date for the project, and the remaining 75% upon completion. Payments can be made by bank transfer, cheque, cash (by arrangement) or by card (by arrangement), following the instructions provided in your invoice.

12. DEADLINES AND DELAYS

We are expected to respect the deadlines agreed together. In the same way, you are expected to supply any copy, pictures, data or information we might need, and to do so in a timely manner so as not to cause any unnecessary delays.

Payments should reach us by the “due date” of the invoice, which is normally 21 days after issue. Receipt of payment may be a condition to the continuation of your project at key stages. A penalty fee of 2% of the invoice total may become payable after the due date, with the addition of 1% of the total of the invoice and any previous penalty fees being added for each week the invoice remains unpaid after that.

13. INTELLECTUAL PROPERTY

Any design we create for you remains our intellectual property until the project is completed and all due payments have been made. Until then we are entitled by law either to claim the design back (in all its forms) or to claim any profit made from your use of it. When the project is completed and all due payments have been made, the rights to own, copy and use the design for personal, educational, promotional or commercial purposes pass from us to you. You authorise us to showcase the design for our own promotional purposes.

14. ERRORS

Once a design or the terms of a service have been formally approved by you as being complete, any issue of any kind arising from any aspect of it (including appearance, content, name, phrasing, or spelling) remains your sole responsibility and does not entitle you to any kind of compensation. Where possible however, we will seek to help and assist as best we can.

15. MAINTENANCE SUBSCRIPTION

Maintenance Subscriptions are not normally available to businesses. Only the *content* of your website may be edited with a Maintenance Subscription, as opposed to alterations to the *design* of your website, which are treated and billed separately. The price for the Maintenance Subscription is paid in full annually in advance and like all other services is non-refundable. Your Subscription goes from the date of activation to the same calendar day in the same calendar month of the following year.

You will be notified at least 28 days before your Maintenance Subscription expires. If payment is received at least 7 days before expiry, the Subscription will be renewed for another year. If payment is not received before expiry, it will be deemed that you no longer wish to enjoy all associated benefits. These will de facto be forfeited, including any web hosting or domain name we provide - your website would in effect be taken down.