

Terms & Conditions

Please read the following terms and conditions. Your acceptance of these terms is an absolute condition of the services of Dolia Design Ltd.

Dolia Design Ltd may amend these Terms and Conditions, including our privacy policy, at any time by reasonable notice, including without limitation by posting revised terms on our website at the URL: www.doliadesign.co.uk. Any such modification will be effective immediately upon public posting.

Your continued use of our service following any such modification constitutes your acceptance of the modified terms.

Definitions

Our Company - Service Supplier

"We/Us/Our" means Dolia Design Ltd, a limited company Registered in England under Company Number 9092903, whose registered address is Wellington Office, Stratfield Saye, Reading RG7 2BT.

Your Company - Service User

"You" or "your" refers to you and your business, as a user of our services. A user is someone who accesses or uses our services and includes other persons jointly participating in using our services.

Disclaimer

To the full extent permitted by law, any terms, conditions, warranties, undertakings, inducements, or representations relating in any way to the services we provide, other than the provisions laid out in these Terms and Conditions, whether express, implied, statutory, or otherwise are excluded.

Without limiting the above, and to the extent permitted by law, any liability of Dolia Design Ltd under any term, condition, warranty, or representation that by law cannot be excluded is restricted at our option to the replacement, repair or re-supply of the services or the repayment of the cost of the services that we were contracted to perform.

General Terms & Conditions

Charges & payment

In consideration of the provision of services, you will pay the charges specified in the estimate and/or project proposal that has been provided to you.

All rates and fees are exclusive of VAT, which will be charged in addition at the prevailing rate.

You will make punctual payment to us of all invoices and will indemnify us in full in respect of any third-party expenses suffered or incurred by us pursuant to your instructions.

We invoice 50% in advance for our services and 50% on completion of your project or within 10 weeks, whatever is sooner. Your first invoice will be issued for immediate payment.

We reserve the right not to commence any work until the project deposit has been paid in full.

Payments for monthly or annual services are due within 30 days of the invoice date.

If you fail to pay any amount when due, we may:

- a. Charge interest at 5% above the base lending rate from time to time of Barclays Bank PLC, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgement; or
- b. Suspend the services until payment has been made in full.

All sums due to us shall become due and payable immediately on termination.

We reserve the right to retain all work, materials and any other items in our possession relating to any matter until all invoices are paid in full.

Any queries in respect of an invoice must be raised within 14 days of the date of the invoice. After this date it will be deemed that the invoice has been accepted by you.

Additional Expenses

You agree to reimburse us for any reasonable expenses which do not form part of our proposal, including but not limited to the purchase of third-party software, stock photographs, fonts, domain name registration and web hosting, or comparable expenses.

Data Privacy and GDPR

Dolia Design Ltd acts as a 'Data Processor' with you, the client, being the 'Data Controller'.

As a client, you must agree to our Processor Contract.

We do not take any responsibility for any recommendations given to you regarding Data Privacy.

The contents of your website Privacy Policy and Privacy Statement are solely your responsibility and any material provided by us to you is only a guide.

We recommend you seek legal assistance for all privacy materials published on your website.

Web Hosting

Our websites are hosted with our hosting partner Siteground. All websites are hosted within the EU on Google data centres including London and Amsterdam.

Hosting can be arranged from US and Asia data centres if required but are set to EU locations by default for GDPR compliance.

If you host your website with us:

- a. Upon request, we can provide you with direct access to your web hosting control panel after a security and usage consultation has been agreed. This access is not provided by default for security reasons.
- b. To ensure superior levels of reliability and performance, all our clients' websites are hosted on high speed, state of the art servers housed and managed by our industry leading network partners. We cannot guarantee 100% uptime, but service availability level is consistently in the region of 99.95%. Details of the specification of our servers are freely available to our clients and can be provided upon request.
- c. If your website is compromised / hacked and needs our technical support team to spend time fixing the problem and restoring the site - this work is chargeable and is not included in our general hosting support cover.

If you use a third-party web host (i.e., do not host with Dolia Design Ltd), there may be (unless previously agreed in writing, prior to commencing work) a charge to upload and configure the website which will be dependent on the complexity of the process.

We reserve the right to refuse to upload any web files to website hosting environments that we are not familiar with or that could present unreasonable technical demands on our support staff.

Domain Names

If you choose to register your domain name and host with Dolia Design Ltd:

- a. You will have ownership of the domain for the duration of the registration period and full say over the control of your domain name, but Dolia Design Ltd is not able to grant access to the domain's admin/control panel interface - any requested changes will be applied by Dolia Design Ltd on your behalf.
- b. If you would like to transfer your domain name away from Dolia Design Ltd, a 'transfer away' fee may be implemented depending on the complexity of the process.

Website Backups

If hosting with Dolia Design Ltd, your website will be automatically backed up every two weeks and stored on our cloud storage with Amazon Web Services on an EU (London) data centre.

Furthermore, if you are hosting with us, our hosting partner, Siteground, provides daily backups of your website that are kept for up to 7 days.

If you are hosting your website via a third party, you are responsible for maintaining your own website backups with respect to your website and we will not be liable for restoring any client data or client websites.

Cross Browser & Mobile Compatibility

We endeavour to ensure that the websites we create are compatible with all the most recent versions of web browsing software made commercially available (in the UK and USA).

We are unable to guarantee that our websites will work and look the same on all browsers and mobile devices.

eCommerce

You are responsible for complying with all relevant laws relating to the advertising and selling of goods or services online (eCommerce) and to the full extent permitted by law will hold harmless, protect, and defend Dolia Design Ltd and its subcontractors from any claim, penalty, tax, tariff loss or damage arising from you or your clients' involvement or use of Internet electronic commerce.

Dolia Design Ltd will not be held responsible for any loss of sales or financial damage to your business which is caused by any error.

Website Content

You will ensure that all your own and third-party content does not infringe any applicable laws, regulations, or third-party rights and does not include material that is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third-party Intellectual Property Rights (Inappropriate Content).

You acknowledge that Dolia Design Ltd has no control over any customer or third-party content and does not monitor the content. Dolia Design Ltd reserves the right to remove content from the relevant deliverable and/or to suspend the operation of the deliverable where it reasonably suspects such content is Inappropriate Content.

You will indemnify Dolia Design Ltd against all damages, losses and expenses arising as a result of any action or claim that any of customer or third-party content constitutes Inappropriate Content.

Variations

Our digital design & build phase is flexible and allows a certain degree of minor variation to the original specification to be agreed. However, any major deviation from the specification may result in additional charges; prior to this event occurring it will be discussed, and you will be made aware before the work is carried out.

Search Engine Optimisation

We do not guarantee improved search rankings or any specific position in search engine results. Dolia Design Ltd will not be held responsible for any declines in search engine performance in any way as a result of the work that we have undertaken.

Data Processor Contract

You (the 'Data Controller') agree to a Processor Contract with Dolia Design Ltd (the 'Data Processor') so that it is clear what data Dolia Design Ltd will be processing on behalf of your business and that both parties understand their responsibilities and liabilities.

Dolia Design Ltd will not be held responsible for any recommendations given to you regarding how your business processes data and adheres to GDPR, but will assist where possible.

It is solely your responsibility to ensure that your website has the relevant Privacy Policy and Statement wording and that it is GDPR compliant.

All data processed via your website is solely your responsibility and is not the responsibility of Dolia Design Ltd.

Although we will process data on your behalf you remain the data controller. As such you shall be liable for, and shall indemnify (and keep indemnified) us in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, us arising directly or in connection with:

- any non-compliance by you with the GDPR or other applicable legislation; or
- any Personal Data processing carried out by us in accordance with your instructions that infringe the GDPR or other applicable legislation.

Client personal data

Dolia Design Ltd will process personal data on your behalf and will follow these general data processing guidelines:

Variations

We may process data provided to us for a range of digital marketing activities, including but not limited to:

- Email Marketing
- User Account Administration
- Booking System Administration
- Customer Portal Administration
- Customer Communications

Duration of the processing

Dolia Design Ltd will process your client's personal data for as long as we provide our services to you, unless otherwise agreed in writing.

Nature and purpose of processing

Dolia Design Ltd will process your client's personal data as necessary to perform the services agreed, and as further instructed by you when using our services, unless otherwise agreed in writing.

Categories of Data Subjects

You may submit your customers' personal data to Dolia Design Ltd, including, but not limited to the following categories of data subjects:

- Your prospects;
- Your customers;
- Your customers' children;
- Your employees.

Types of personal data

You may submit your customers' personal data to Dolia Design Ltd as well as your own businesses personal data including, but not limited to data relating to the following types of data subjects:

- Name;
- Email address;
- Phone number;
- Postal address;
- IP address;
- Enquiry messages;
- Unsubscribe data;
- Behavioural data;
- Interaction data;
- Transaction data.

Depending on the nature of your business, and the requirements for data processing, Dolia Design Ltd may also process Sensitive Personal Data of the following types:

- Child data;
- Child photos;
- Child medical information;
- Adult medical information;
- Job applications & CV documents;

We encourage you to review how you control and process data and what data we process for you, ensuring that it is always necessary and the most secure option.

Personal data processed via websites

All data that is processed via your website is your sole responsibility as the 'Data Controller'. Dolia Design Ltd will not be held responsible for any data breaches from data processed via your website.

Personal data may be processed via a website in various formats, including but not limited to:

- Contact Forms

- Registration Forms
- User Account Forms
- Newsletter Sign-up Forms
- eCommerce Accounts
- Online Chat Widgets
- Application Forms