

# Terms & Conditions

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](http://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

### 1. 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.

#### Website & Design Projects

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.

Project deposit invoices are non-refundable.

#### Monthly Search & Social Packages

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

#### Website Hosting Packages

Payments for annual services, including Website Hosting are due within 30 days of the invoice date.

#### All Other Services

For all other services, including smaller one-off projects, payment is due immediately upon receipt of invoice.

For works totalling over £1000, a 50% deposit invoice will be raised before work is started, which is due immediately upon receipt of invoice, before work commences.

### **Failure to Pay**

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, including website hosting.

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.

### **Invoice Queries**

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.

### **Estimates**

We provide estimates for all work, not quotations. Estimates act as a price guide and may need to be reviewed if more time, resources or assets are required as a project progresses.

Adequate notice will always be given to you if changes to a price estimate are required at any time.

## **2. 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.

## **3. 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.

## **4. Intellectual Property Rights**

You must obtain all necessary permissions and authorities in respect of the use of all copy (written word), graphic images, registered company logos, names and trademarks, or any other material that you supply to us to include in your website, web applications or digital and print design materials.

Furthermore, it is your responsibility to check and ensure that all content added to the pages of your website or any works we complete and deliver to you, is accurate and does not contravene any laws.

You must indemnify us and hold us harmless from any claims or legal actions related to the content of your website or any works we complete and deliver to you.

## **5. Ownership & Licencing**

Once you have paid us in full for our work, you have full ownership of the completed work produced.

Some licensed software used within your website or marketing package may be subject to annual renewal fees which Dolia Design Ltd will outline to you before projects are completed or started.

## **6. Governing Law**

The Agreement (constituted by these terms and conditions) and any further proposal shall be governed by and interpreted in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England in relation to any legal proceedings arising out of or in connection with the Agreement.

## **7. Subcontracting**

We reserve the right to subcontract any services that we have agreed to perform for you, at our discretion, where we consider this to be in the best interests of successful and timely completion of the project.

## **8. Non-disclosure**

We (and any subcontractors we engage) agree that we will not at any time disclose any of your confidential information to any third party. We will willingly enter into a formal non-disclosure agreement when requested and where we consider the terms of that agreement acceptable.

## **9. Supply of Materials**

You must supply all materials and information required by us to complete the work in accordance with any agreed specification. Such materials may include, but are not limited to, photographs, written copy, logos, and other printed material. Where there is any delay in supplying these materials to us which leads to a delay in the completion of work, we have the right to extend any previously agreed deadlines by a reasonable amount. Specific timescales will be provided to you when the project begins, which will assist you in collating and supplying the materials for the project.

Where you fail to supply materials, and that prevents the progress of the work, we have the right to invoice you for any part or parts of the work already completed.

In the event that you fail to supply materials within a 28-day period after a request from us, we reserve the right to terminate the contract and raise an invoice for any work already completed in addition to the project deposit payment.

## **10. Project Delays and Client Liability**

Any time frames or estimates that we give are contingent upon your full co-operation. When working on a project, there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from your side and be made available on a daily basis throughout the project, in order to expedite the feedback process. Dolia Design Ltd will not be held liable for any missed launch date or deadline if you have been late in supplying materials or have not approved or signed off work on time, at any stage.

In the event that you fail to communicate with us within a 14-day period, without giving us prior warning or reason, we reserve the right to terminate the contract and raise an invoice for any work already completed in addition to the project deposit payment.

## **11. Consequential Loss**

We shall not be liable for any loss or damage which you may suffer which is in any way attributable to any delay in performance or completion of our contract, however that delay arises.

## **12. Approval of Work**

On completion of the work, you will be notified and have the opportunity to review it. You must notify us in writing of any unsatisfactory points within 7 days of such notification. Any of the work which has not been reported in writing to us as unsatisfactory within the 7-day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the remaining balance of the project price will become due, and an invoice raised.

## **13. Rejected Work**

If you reject any of our work within the 7-day review period, and where applicable do not approve subsequent work performed by us to remedy points recorded as being unsatisfactory, and we, acting reasonably, consider that you have been

unreasonable in any rejection of the work, then we may elect to treat the contract as having been terminated and take measures to recover payment for the completed work.

## Service-Specific Terms & Conditions

### 1. Web Hosting

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

Hosting can be arranged from US and Asia datacentres 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.

### 2. Website Support

All support with client websites is chargeable at £70+VAT per hour.

If you host your website with us, technical support and troubleshooting may be included within your hosting package, depending on the package you have with us.

### 3. Monthly Packages

Hours included with our Search & Social monthly packages cannot be carried forward to the following month and are reset on the first day of the month.

### 4. Website Forms

Dolia Design Ltd will not be held responsible for any errors in emails being sent via website forms.

You are responsible for regularly testing the forms on your website to ensure that emails are being successfully received.

Website forms will be tested and verified by us when new websites are launched live.

### 5. Website API & Integrations

Dolia Design Ltd will not be held responsible for any issues occurring due to errors with third-party APIs or system integrations that are out of our control. We will always work closely with you to resolve matters as quickly as possible.

Time required to fix any API or web integration errors is chargeable at £70+VAT per hour.

### 6. 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.

## 7. 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.

### Disaster Recovery

For information on Disaster Recovery, please reference: <https://www.siteground.com/blog/data-safety-and-disaster-recovery-policies/>

## 8. 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.

## 9. 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.

## 10. 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.

## 11. Variations

### Website Design & Development

Our website 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 brief 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.

### Brand Identity & Graphic Design

Before commencing work on your brand identity, we will inform you of the number of variations/concepts that we are going to deliver. Making changes and adjustments to these concepts is all part of the process, however if we need to put forward additional, completely new concepts, this 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.

## **12. 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.

## **13. Ad Fees & Campaign Management**

For any Ad campaigns that we help to support your business with, including Google Ads and social media Ads, Dolia Design Ltd will not be held responsible for any errors in budget spending, including over spending.

You are responsible for regularly checking fees incurred by third-party advertising platforms to ensure costs are in-line with your budgets.