

Terms & Conditions

The following terms and conditions apply to website operations provided by SER Limited (Trading name PhotonFlux Web Design) to the client.

1. Acceptance

If a client has agreed that their website should operate in a live online internet environment following agreed development completion, then the client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any use of our services and/or products (including websites and any third party components such as web hosting) implies that you have read and accepted our terms and conditions.

2. Charges

Charges for services have been provided and are defined in the quotation that the client received via e-mail or post following a request for a quotation.

Quotations are valid for a period of 45 days (inclusive of weekend days). SER Limited (Trading name PhotonFlux Web Design) reserves the right to alter, or decline to provide the services and/or products quoted for after expiry of the 45 day period.

Payment for services is to be made via Paypal or Bank Transfer.

3. Payment

Invoices will be provided to the client upon completion. Invoices are normally sent via email.

The client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due.

4. Browser Environments

SER Limited (Trading name PhotonFlux Web Design) makes every effort to ensure compatibility with a majority of site visitor browsers.

Websites are coded to operate with the most popular current browsers (e.g. Firefox, Internet Explorer 11, Google Chrome and others). The client agrees that SER Limited (Trading name PhotonFlux Web Design) cannot guarantee 100% website compatibility with all versions of web browsers and devices.

Additionally, periodically, new upgraded versions of browsers and new browsers become available to online users. SER Limited (Trading name PhotonFlux Web Design) cannot accept responsibility for web pages which do not display correctly in newly released versions of browsers or new browsers released after it has been agreed that the website should go live. We therefore reserve the right to quote for any work involved in modifying the website design, content or code in order to meet compatibility requirements for new browser versions or new browsers.

5. Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the client in default maintains any data, files, emails or other services on web hosting which SER Limited (Trading name PhotonFlux Web Design) has provided, either directly or via third party hosting services, all such material will be removed and all associated services (such as web server, email, database etc.) terminated. SER Limited (Trading name PhotonFlux Web Design) is not responsible for any losses, costs or action arising due to the removal of data and services.

Removal of such material does not relieve the client of the obligation to pay any outstanding charges assessed to the client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay SER Limited (Trading name PhotonFlux Web Design) reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by SER Limited (Trading name PhotonFlux Web Design) in enforcing these Terms and Conditions.

6. Termination

Termination of services by the client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing.

7. Indemnity

All SER Limited (Trading name PhotonFlux Web Design) services may be used for lawful purposes only. You agree to indemnify and hold SER Limited (Trading name PhotonFlux Web Design) and its director harmless from any claims resulting from your use of our service and any third party services we use that damages you or any other party.

8. Copyright

The client retains the copyright to data, files and graphic logos provided by the client, and grants SER Limited (Trading name PhotonFlux Web Design) the rights to publish and use such material. The client must obtain permission and rights to use any information or files that are copyrighted by a third party. The client is further responsible for granting SER Limited (Trading name PhotonFlux Web Design) permission and rights for use of the same and agrees to indemnify and hold harmless SER Limited (Trading name PhotonFlux Web Design) and its director from any and all claims resulting from the client's negligence or inability to obtain proper copyright permissions. An agreement of project completion shall be regarded as a guarantee by the client to SER Limited (Trading name PhotonFlux Web Design) that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

9. Design Credit

A link to PhotonFlux.co.uk will appear by a small graphic at the bottom of the client's website. If a client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied. When total development charges are less than £5000, a fixed fee of £500 will be applied. The client also agrees that the website developed for the client may be presented in SER Limited (Trading name PhotonFlux Web Design) online portfolio at www.photonflux.co.uk.

10. Post-Live Alterations

SER Limited (Trading name PhotonFlux Web Design) cannot accept responsibility for any alterations caused by a third party occurring to the client's pages or site functionality once installed. Such alterations include, but are not limited to additions, modifications or deletions.

11. General

These Terms and Conditions supersede all previous representations, understandings or agreements. The client's signature below states agreement to and acceptance of these Terms and Conditions.

12. Governing Law

This Agreement shall be governed by English Law.

13. Liability

SER Limited (Trading name PhotonFlux Web Design) hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.
- Loss or damage of any kind resulting from website being "hacked" including but not limited to loss of functionality or resultant distribution of stored information.

The entire liability of SER Limited (Trading name PhotonFlux Web Design) to the client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

14. Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid points.

I Hereby Accept the Above Terms and Conditions.

Signed

Postition

Date