

Terms and Conditions - NSlade Design

1. Acceptance of Terms:

- By engaging NSlade Design for any services, you ("Client") agree to be bound by these Terms and Conditions.

2. Definitions:

- "Services" refers to web design, web hosting, and related digital services provided by NSlade Design.
- "Client" refers to any individual or business engaging NSlade Design for Services.
- "Website" refers to the website created or hosted by NSlade Design.
- "Hosting" refers to the service provided by IONOS, managed by NSlade Design, to make the Client's website accessible online.

3. Services Provided:

- NSlade Design provides web design and hosting services for customers based solely in England.
- Services include website creation, design, hosting through IONOS, logo creation, branding and ongoing support.
- Support packages are offered based on individual client agreements.

4. Payment and Billing:

- A non-refundable deposit of 20% of the total agreed-upon yearly cost is required before any work commences.
- The remaining 80% of the yearly cost is due upon client sign-off of the completed website.
- The total agreed-upon yearly cost is a recurring annual payment, due on the anniversary of the website sign-off date.
- All prices are in GBP.

5. No Refunds or Cancellations:

- Due to the nature of digital services, once work commences after the deposit is paid, there are no refunds or cancellations.
- If the client cancels the services once the deposit is paid, the client will not be due any refund and work on the website will cease.
- If the client cancels the services once the website is "live", any services already paid for will continue until the set renewal date, at which point the website will be taken down and will be no longer accessible. If the client wishes the service to stop with immediate effect, written confirmation is required. No refund will be issued and all services will stop.

6. Hosting:

- Websites will be hosted by IONOS, and this service is managed by NSlade Design as part of the agreed-upon Services.

- The client is responsible for any content added to their website.
- NSlade Design is not liable for IONOS service disruptions, however will endeavour to rectify any issues as soon as possible.
- IONOS has its own terms of service, which may indirectly affect them. NSlade Design shall notify the client should any of the IONOS terms of service impact them

7. Intellectual Property:

- Upon full payment, the Client will own the content of their website.
- NSlade Design retains ownership of any design elements or code developed before the final product and not specifically contracted for.

8. Limitation of Liability:

- NSlade Design shall not be liable for any indirect, incidental, or consequential damages arising from the use of our Services.
- NSlade Design will not be held liable for any loss of business, data, or profits.
- NSlade Design is not responsible for any content added to the website by the client.

9. Warranty and Disclaimer:

- NS Slade Web Design provides its Services "as is" without any express or implied warranties.
- Support packages are provided as per the agreed-upon terms.

10. Governing Law:

- These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

11. Changes to Terms:

- NSlade Design reserves the right to modify these Terms and Conditions at any time. Clients will be notified of any significant changes.

12. Termination:

- NSlade Design reserves the right to terminate Services for non-payment or breach of these Terms and Conditions.

13. Contact Information:

- For any questions or concerns, please contact NSlade Design via the contact form at nslade.co.uk or submit a request for support via your client portal.

14. Severability:

- If any provision of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. Data handling:

- NSlade Design does not store or process sensitive client data.

16. Support Packages

- NSlade Design offers three distinct support packages for its website services:
 - **Basic Package:**
 - This package provides support solely for major website issues that significantly impact functionality or accessibility.
 - Response time for support requests under this package is within 8 working days.
 - This package does not include website content or design updates.
 - Any website updates requested after the website's final sign-off will be performed at NSlade Design's standard hourly rate, with a minimum charge of 4 hours.
 - **Premium Package:**
 - This package offers comprehensive support for all website issues, including minor glitches and technical inquiries.
 - Response time for support requests under this package is within 6 working days.
 - This package does not include website content or design updates.
 - Any website updates requested after the website's final sign-off will be performed at NSlade Design's standard hourly rate, with a minimum charge of 4 hours.
 - **Bespoke Support:**
 - This package provides comprehensive support for all website issues, including minor glitches and technical inquiries.
 - Response time for support requests under this package is within 6 working days.
 - This package may include a predetermined number of minor website changes throughout the year, as explicitly stated in the individual client quote. Examples of minor changes are image updates or text updates.
 - NSlade Design reserves the sole right to determine what constitutes a "minor" change. This decision is final and binding.
 - Any website updates requested after the website's final sign-off, that are outside of the pre-agreed minor changes, will be performed at NSlade Design's standard hourly rate, with a minimum charge of 4 hours.
- "Working days" are defined as Monday to Friday, excluding public holidays in England.
- Clients are encouraged to clarify their support package details before website sign-off.

17. Entire Agreement:

- These Terms and Conditions constitute the entire agreement between NSlade Design and the Client.