



Terms and Conditions

By placing an order with Chilli Creative Ltd, you confirm that you are in agreement with and bound by the terms and conditions below.

Definitions:

The Client : The company or individual requesting the services of Chilli Creative Ltd.

Chilli Creative Ltd: Primary designer/site owner & employees or affiliates.

General

Chilli Creative Ltd will carry out work only where an agreement is provided either by email, telephone, mail or fax. Chilli Creative Ltd will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Chilli Creative Ltd and the client, this includes telephone and email agreements.

Deposit payments are non refundable.

Website Design

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Chilli Creative Ltd cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, text, design, graphics and any programming code remain the property of Chilli Creative Ltd unless agreed in writing by Chilli Creative Ltd.

Any text, scripts, cgi applications, php scripts, or software (unless specifically agreed) written by Chilli Creative Ltd remain the copyright of Chilli Creative Ltd and may only be commercially reproduced or resold with the permission of Chilli Creative Ltd.

Chilli Creative Ltd cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to the brief will be carried out at the discretion of Chilli Creative Ltd and where no charge is made by Chilli Creative Ltd for such additions, Chilli Creative Ltd accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to Chilli Creative Ltd all materials required to complete the site to the agreed standard and within the set deadline.

If the package includes a re-design and updates, it is the clients responsibility to contact Chilli Creative Ltd in writing to request these types of works.

Chilli Creative Ltd will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Chilli Creative Ltd will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner.

Chilli Creative Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

Chilli Creative Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

Chilli Creative Ltd reserves the right to charge a fee outright or regular payment for any work conducted where the client continues to benefit ie. Search Engine Optimisation or high traffic advertisements. Unless agreed in writing with Chilli Creative Ltd

Unlimited Updates: Part of our service allows for unlimited updates and these allow for a fair usage policy of our service. Chilli Creative Ltd reserves the right to charge for abnormal use of this service.

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e. if the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary.

Additional work that is not covered by the initial contract will be charged at our usual hourly or daily rate.



Search Engine Optimisation

The client understands that search engines are independent companies who select and rank sites using their own criteria and therefore to obtain a high ranking the client must follow Chilli Creative's recommendations for optimising their website for search engine listing. If the client fails to follow Chilli Creative's recommendations then the results achieved by Chilli Creative will have considerably less importance than would be achieved otherwise.

Chilli Creative stress that it is not possible to give any guarantees for any specific result on any search engine, nor can we quantify the level of increased traffic or sales, as a result of the search engine optimisation campaign. Advertising online is an unpredictable market place and Chilli Creative can give no guaranteed positioning.

Any search engine optimisation and coding on the client's website is only valid on a Chilli Creative server. If our coding is used elsewhere then this is deemed as breach of copyright unless agreed in writing by a Director at Chilli Creative.

Database, Application and E-Commerce Development

Chilli Creative Ltd cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, cgi applications or software (unless specifically agreed) written by Chilli Creative Ltd remain the copyright of Chilli Creative Ltd and may only be commercially reproduced or resold with the permission of Chilli Creative Ltd.

Where applications or sites are developed on servers not recommended by Chilli Creative Ltd, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the client's responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by Chilli Creative Ltd before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Chilli Creative Ltd will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief

Compatibility

Chilli Creative Ltd will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 6 and to an acceptable level with Mozilla browsers. Chilli Creative Ltd can offer no guarantees of correct function with all browser software.

Website Hosting

Whilst Chilli Creative Ltd recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service by Chilli Creative Ltd cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Chilli Creative Ltd reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the free hosting service should the necessity arise.

Domain Names

Domain Names are the property of Chilli Creative Ltd unless agreed in writing. When a client is in contract we are giving authority for the express use of our property. If a client wishes to purchase a domain at the end of the contract we will conduct a valuation and the client can choose to accept or decline the purchase options.

Chilli Creative reserves the right to use any domain name it owns on any project regardless of whether the client is in contract or not. When a client cancels a contract with Chilli Creative Ltd the client forgoes the right to access and benefit of any associated works on the domain name.

When a client has transferred their domain name to Chilli Creative's control, we will transfer the domain away to a new provider via www.getdotted.com as long as the client's account is cleared of any outstanding amounts. Furthermore Chilli Creative Ltd reserve the right to charge a fee for this transaction.

Graphic Design

1. These terms and conditions should be read and understood (where applicable in conjunction with any quotation provided by Chilli Creative Ltd) and structure an obligatory agreement between the client(s) and Chilli Creative Ltd.
2. These terms and conditions apply in full and exclude all other terms and conditions whether provided by the client or any third party unless previously agreed by Chilli Creative Ltd in writing.
3. Chilli Creative Ltd do, in consideration of the payment to them by client to of the fees as accepted in the quotation, agree to provide the goods and/or services described in the same quotation subject to these terms.
4. The client will co-operate with and act in good faith towards Chilli Creative Ltd and provide on request such source materials including those listed in the quotation.



5. Chilli Creative Ltd may charge additional fees in the event of delays or additional works caused or required by the client, including its failure to provide Chilli Creative Ltd with such information, materials, instructions, media or approvals, as are reasonably required for the supply of the works, appropriately and/or on time. Chilli Creative Ltd also reserves the right to make additional charge in the event of changes to the cost of labour, materials, services and other conditions outside of Chilli Creative Ltd reasonable control, or the client requires the supply of additional or varied works, goods and services in addition from those described in the quotation to which these terms apply.

6. If the client requires any change or alteration to the works stated in the quotation, Chilli Creative Ltd and the client shall, prior to any change being implemented, will agree the nature of the change, the procedures for implementation of such a change; and the deviation to the quotation in respect of the fees. Chilli Creative Ltd will continue to provide the goods and/or services described in the quotation until any such change has been formally proposed and agreed by both parties.

7. In consideration of, and upon payment of, the fees in full, the client shall have the rights of Use as set out. Such rights shall take effect on receipt by Chilli Creative Ltd of the fees. Where no such rights are specified the client is granted a non-exclusive licence to use the works for the purpose described in the quotation. Rights of Use shall be extended only with the consent of Chilli Creative Ltd and payment of additional fees.

8. Chilli Creative Ltd warrants that it will use reasonable efforts to ensure that the works do not infringe the copyright of any third party. However Chilli Creative Ltd accepts no responsibility for any infringement of copyrights to any third party, this responsibility lies firmly with the client.

9. The client shall inspect the works regularly and shall inform Chilli Creative Ltd immediately if it wishes to reject any part of the works because such do not comply with the quotation or are defective in material and workmanship; if the works do not comply with the quotation or are defective in material and workmanship Chilli Creative Ltd liability shall be limited to correcting such defects within a reasonable time.

10. Client shall only be entitled to reject the Works because such do not comply with the quotation or are defective in material and workmanship Rejection without good reason shall be deemed a breach of these terms.

11. Chilli Creative Ltd liability for any loss or damage direct or otherwise and howsoever caused whether intended or not, including negligence, or otherwise shall not exceed the amount invoiced by Chilli Creative Ltd to the client hereunder. Chilli Creative Ltd shall not be liable to Client for any consequential loss or damage.

12. When instructions or advice are given or received orally by Chilli Creative Ltd, it shall have no liability to Client for any misunderstanding or misrepresentation, which may arise in relation thereto except in relation to fraudulent misrepresentations. Chilli Creative Ltd shall have no liability to the client in respect of the materials.

13. Chilli Creative Ltd gives no warranty, representation or undertaking in relation to any third party materials or works. Prior to any selection, use or reproduction by the client of works, Chilli Creative Ltd shall use reasonable efforts to, on reasonable request, provide the client with copies and evidence of such rights, clearances, permissions and licences as shall be necessary for the use of the works by the client.

14. Chilli Creative Ltd shall be entitled to immediately restrict, suspend or terminate the works and the client's use of any works and or terminate this Agreement upon the client's material breach of this agreement (including without limitation the non-payment of any sum as and when due) unless the client remedies such breach within 14 days of its occurrence. Chilli Creative Ltd will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of Chilli Creative Ltd including without limitation Internet outages, communications outages, fire, flood, war or act of God.

15. The client may not unilaterally cancel its order of the works or otherwise terminate this agreement (except for material breach by Chilli Creative Ltd of a fundamental term of this agreement) at any time without full payment of the fees.

16. During the course of this Agreement and for a period of 12 months afterwards, the client shall not solicit the staff or third party contractors of Chilli Creative Ltd or entice them to transfer their employment or services

Payment of Accounts

A deposit is required from any new client before any work is carried out. It is the Chilli Creative Ltd policy that any outstanding accounts for work carried out by Chilli Creative Ltd or its affiliates are required to be paid in full, no later than 21 days from the date of the invoice unless by prior arrangement with Chilli Creative Ltd.

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients by various methods remind them of such payments if they are not received when due.

If accounts are not settled or Chilli Creative Ltd have not been contacted regarding the delay, access to the related website may be denied, a message will be displayed detailing any reasoning and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj's) being added to the clients credit rating.

Following consistent non payment of an invoice our Solicitors or our Accounts Department will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.



Complaints Procedure

Informal procedure

Anyone who experiences a problem with their service provided by Chilli Creative Ltd should raise the matter directly on 01202 232872, giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint. Chilli Creative Ltd will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure. A formal complaint should be made in writing to Chilli Creative Ltd, who will acknowledge receipt and ensure that the matter is looked into as soon as possible. An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

Company Information

Chilli Creative Ltd is Registered in the UK with a company number 05662114

Registered Address:

Millstream House

39A East Street

Wimborne

BH21 1DX

Chillisite Additional Terms and Conditions

Upon agreeing to purchase a Chillisite and Chillisite Lite (CS) you agree to be bound by our terms and conditions which can be found on [here](#). There are additional terms to cover the Chillisite.

1. (CS) design and content is the property of Chilli Creative Ltd.
2. By agreeing to purchase a (CS) you are bound by a 12 month contract. For convenience, the contract automatically renews for a further 12 months at the end of each 12 month period.
3. To cancel your contract you will need to confirm this in writing at least 30 days before the renewal is due, otherwise the contract is deemed to be renewed for a further 12 month period. Once cancelled we will provide our (CS) Service until the end of the contract at which point our services will cease.
4. We reserve the right to refuse any order placed.

Terms and Conditions correct at time of publication 11/6/13. Please check our website for any changes. www.chillicreative.com and www.chillisite.com.