SAHAL SOLUTIONS TERMS AND CONDITIONS

Please read these Terms and Conditions carefully as they will form a contract between us and you.

We have tried to keep these Terms and Conditions brief, easy to understand, and as straightforward as possible. If you have any questions however, please do not hesitate to contact us.

Terminology:

You - ('the Client')

Us - (Sahal Solutions ‘the Company’)

The Project - the body of work that is being undertaken, normally consisting of several connected parts, such as app development, graphic design, website development and/or hosting

What do both parties agree to?

i. **The Client agrees to:**
   
   i. Provide the Company, within a reasonable timescale, everything that is requested from you to complete the Project - including text, images and other information.
   
   ii. Provide the Company with text and images in the format as stated below (see photographs and images)
   
   iii. Make every effort to adhere to all agreed deadlines.
   
   iv. Adhere to the payment schedule laid out on the invoice.
   
   v. Advise, in advance, of any confidential information to be presented by email, written, or verbally, between both parties. Also, for this to be marked as ‘confidential’ in the subject of the email, or clearly on any written documents.
   
   vi. Provide a minimum of two weeks notice in writing, or by email should you wish to cancel any contract.

ii. **The Company agrees to:**
   
   i. Carry out services in a professional and timely manner.
   
   ii. Make every effort to adhere to any deadlines agreed between us and you.
   
   iii. Make a reasonable number of revisions to the design, layout, colors etc, until you are satisfied with the design concept or such time as both parties feel an agreement is likely to be reached but no more than 2 major revisions. Additional revisions or design work outside the scope of the project will be charged separately.
   
   iv. Endeavour to complete requested website revisions or updates within 3 business days, wherever possible.
   
   v. Briefly train the client of how they can change basic settings of their website.
Development:

i. All websites are developed to work primarily across all major browsers and platforms including other devices such as mobile phones and touchpads. However, the Company cannot guarantee complete and/or long term compatibility across every major browser, platform or handheld device due to updates/upgrades by their respective vendors.

ii. The Company cannot guarantee compatibility in old or redundant browser software.

iii. All websites are developed with wordpress platform unless the client requests otherwise.

iv. All themes, plugins, add-ons etc should be bought by the client and they can ask for help in purchasing.

iv. Payments and Contract Lengths:

i. The company has the right to charge the client up to 50% of the total web development costs upfront, should the client cancel the website agreement after the development of the website started, there will be no refund of the 50%.

ii. Alterations to standing order mandates to reflect new or changed contracts are the sole responsibility of the client. Overpayments to the Company as a result of not updating a standing order mandate will not be reimbursed to the Client. Underpayments or missed payments, however, shall be backdated to the point at which the underpayment or missed payment was discovered and the Client shall be responsible for bringing their account up to date within a reasonable period of time.

iii. Contract lengths are normally 2 months unless agreed beforehand between the Client and the Company.

v. Photographs and Images:

i. Any images or photographs that you supply should be in digital format, usually no smaller than 1024x768 pixels, with a suitable resolution that will allow them to be resized and used on screen. Traditional paper photographs requiring scanning are NOT acceptable.

ii. Any images that the company are asked to obtain from third party photographers or stock photography will be charged as an additional cost.

iii. The Client guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Company for inclusion in their website, or other design, are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend the Company and its subcontractors from any liability (including solicitors fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

iv. Evidence of ownership or permissions may be requested by the Company.
vi. **The Copyright:**

i. After the initial 2 month period, copyright is automatically assigned as follows:

ii. The Client will own, or have express permission to use, the text files, images, graphics and any visual elements, video or sound bytes, that you may have sent to us to use in connection with the project.

iii. The company will maintain copies of all the files used in connection with your project and if you require a disc copy of all the files used in connection with your project, then the company will be happy to supply this to you. Copies of the website files are maintained by us for a reasonable time (usually at least one year), and if you are hosting with us, then files are maintained both locally and on external servers.

iv. The copyright to the markup, CSS files, other code that may have been used by us for you, or certain images that the company may have supplied to or for you are licensed to you in connection with this web design project, and will be licensed solely to the domain name on which the website files reside. If you own the domain name, then you own the copyright.

v. At the bottom of the website page(s) after payment has been completed, usually it will say Copyright and the name of your business or company. The company do however reserve the right as the Company responsible for the design and/or development to place a small and unobtrusive link at the bottom of your website, thereby not hindering or distracting from your own website design.

vi. As the design company the company also reserve the right to display and link to your completed project as part of our portfolio, and to write about the project on other websites, in magazine or ezine articles, books, written or digital publications of any design and source. Please inform us in advance of the website going live if you DO NOT want us to add your site to our portfolio of work.

vii. **Hosting:**

i. To ensure superior levels of reliability and performance, all our clients websites are hosted on a high speed, state of the art managed dedicated server which utilizes a guaranteed minimum uptime service availability level of 99.95%. If the client request from the company to provide hosting and domain registration, the company will give the client options of hosting and domain registration companies and will also help register but the company is NOT responsible of any issue that arises from the hosting or domain registration company.

ii. The Company cannot guarantee that the website is fully compatible with all hosting provider’s server operating systems, especially any contact forms, Content Management Systems, database driven websites, etc.

viii. **Liability:**

i. The company will not be held liable for any missed launch date or deadline, if the Client has been late in supplying materials, or has not approved or signed off work on-time, at any stage.

ix. **Confidentiality:**
i. The Company adheres to all international and US data protection, data transfer, data retention, and confidentiality regulations and always stores data sent to us in a secure manner within our security policy.

x. **General:**

i. A website will not launch until all payments were made by the client, unless special agreement has been reached in advance.

ii. There may be an additional fee for any design changes requested after the initial agreed design has been signed off.

iii. The Company is not responsible for writing or inputting any text copy unless this has been specified by the client.

iv. The company do not offer any technical support for other website hosting company that you may choose.

v. The company cannot guarantee that the functions contained within any web page (or part of your website design), will always be error free, and therefore the company will not be liable in any way whatsoever to you for any third party damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.

vi. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Just the same as a fine, you cannot transfer this contract to anyone else without our consent or permission.

vii. This contract remains in force and need not be renewed.

viii. Although the company have tried to keep this contract language simple, the intentions are serious, and the contract is a legal document under the exclusive jurisdiction of United States Law and Courts.

**Changes to these Terms and Conditions:**

Sahal Solutions reserves the right to add, delete, or modify any provision of these Terms and Conditions at any time without notice. Failure to receive notification of a change does not make those changes invalid. These Terms and Conditions will always be available to download or print from our website.

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