

Terms and Conditions

The following terms and conditions apply to all services, including website development and design services, (the Services) provided by Phoenix Design Co to the Client, in conjunction with any relevant quotation provided to the Client by Phoenix (Terms), unless otherwise agreed in writing. Acceptance of a quote, purchase and/or use of the Services shall be considered acceptance of the Terms.

We'll always do our best to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

Summary:

You are hiring us Phoenix Design Co ("We or Us or Phoenix") to perform ("design, create, build") the products or services purchased (through our website or through direct contact with us).

If you purchased through the online design store your emailed receipt will serve as the pricing agreed on by both parties for the services purchased.

If your custom project is being quoted and coordinated outside the online store the details of pricing and payment will be provided in the quote.

If any additional services are needed during development the client may purchase those additional items/services through the online store or may be provided with a quote for the additional services requested.

What do both parties agree to?

You: You assert that you have the authority to enter into this contract on behalf of yourself, your company or your organization. You agree to provide us with the assets and information we ask for to be able to complete your project. You'll do that through the Design Customization Form and the Upload Project Files (Dropbox). These are located in the upper right corner of our website after you've created a login for yourself. You'll provide these items in a timely manner so that we are able to work on your project with greater efficiency. You also agree to respond to correspondence from us and requests for feedback on our work in a timely manner.

Us: We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavor to meet every deadline that's set and on top of that, we'll maintain the confidentiality of everything you give us. We will give you the opportunity to review and provide feedback on our work for you. We will give you a reasonable amount of time to provide feedback.

GETTING DOWN TO THE NITTY GRITTY

Suspension

Your project may be suspended if/for:

Lack of payment

Lack of communication with us

You do not provide timely feedback on your project when we request it

You do not provide required content in a timely fashion (bio, photos, etc)

Design

We create look-and-feel designs and flexible layouts that adapt to the capabilities of many devices and screen sizes but cannot guarantee that any website we design will display perfectly on every screen size, on every device, in every browser.

You'll have plenty of opportunities to review our work and provide feedback.

Refund and Cancellation

If at any stage, you change your mind about what you want to be delivered or are not happy with the direction our work is taking and you determine that you would like to cancel your order it will be handled like this:

A refund will be issued at the discretion of Phoenix Design Co after determining about how far into the project we are at the time of cancellation.

If work has been completed and has not yet been paid for we will stop immediately but you agree to pay us for the work we have already put in.

Text content

Your website will undoubtedly need text. It may need a list of services or a bio section or maybe product descriptions. Unless agreed separately, we're not responsible for creating the text content for your website. That will need to be provided by you and we will input it where necessary as we design. If you need us to create content just contact us for a quote and we'll work that out separately.

Mobile Version

We design a mobile-friendly version of every website we build at no extra charge.

Technical support

We design and build through WIX. WIX websites are hosted through WIX. If you need any hosting-related tech support you'll need to contact WIX tech support or in some cases, we'll contact them for you.

Search engine optimization (SEO)

We don't guarantee improvements to your website's search engine ranking, but the web pages that we develop are accessible to search engines and we optimize them for SEO ranking when we build them. We do not follow them and update the SEO monthly unless we have an agreement to do so.

Changes and revisions

We don't want to limit your ability to change your mind. The pricing you agreed to when you purchased a package or accepted a quote is based on the number of design hours that we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for those additional design hours.

Legal stuff

We'll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, we can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

Your liability to us will also be limited to the amount of fees payable under this contract and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

It's a lot, I know, but hang in there.

Intellectual property rights

Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade

names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

OMG, that's a mouthful.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we're using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we've obtained permission to provide them to you.

Provided you've paid for the work and that this contract hasn't been terminated, we'll assign all intellectual property rights to you as follows:

You'll own the website we design for you plus the visual elements that we create for it unless the contract is terminated prior to completion.

We'll own any intellectual property rights we've developed prior to, or developed separately from this project and not paid for by you.

Displaying our work

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.

Payment Details

If you have us work for you, you agree to pay for it. If you pay for it, we agree to give it to you but if we don't, we'll give you back what you paid (or the part of it still due to you under this agreement).

But where's all the horrible small print?

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's permission.

We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of the United States of America courts.

The entire liability of Phoenix Design Co is limited to the total amount paid by the Client to Phoenix Design Co regardless of the circumstances, negligence (willful or not), errors, omissions, or damages incurred by Client. Client agrees to hold Phoenix Design Co harmless for any damages (even secondary damages) that may be found to result from the performance of this agreement.

In the event a dispute shall arise between the parties to this agreement, the parties agree to use mediation to pursue a resolution. The parties agree to share equally in the costs of the mediation. The mediation shall be administered by a duly qualified attorney at a suitable location within a 20-mile radius of the owner of Phoenix Design Co's personal residence at the time the agreement was entered into.

That's it! You made it! You read the whole thing! Now that that's out of the way, let's work together to make something beautiful happen!