



Terms and Conditions

A PDF copy of these Terms and Conditions can be downloaded [here](#)

1. Definitions

'Customer' means the person ordering the services of Piccante.

'Piccante' means Piccante Web Design.

'Product' means any website or web page and/or artwork or graphic design, or any other product that results from the Services of Piccante.

'Services' means all consultation, plans, set-up, design, construction, implementation, hosting, updating and updates provided by Piccante to the Customer.



2. Acceptance of site design work

Piccante is under no obligation to accept requests for website design. Once written acceptance from Piccante is received it may be assumed that the request for design will be undertaken.

3. General conditions

All quotations given by Piccante and accepted by the Customer are based on these Terms and Conditions. The Terms and Conditions constitute a complete and binding contract between Piccante and the Customer.

These Terms and Conditions may only be varied by agreement in writing by Piccante and the Customer.

4. Quotations

Quotations and Terms and Conditions may be accepted by the Customer by way of email.

Any quotation may be invalidated if not accepted by the Customer within 28 days from the date of the quotation given.

Any variations to the instructions given by the Customer after the quotation has been finalised and accepted may result in additional charges.

All prices quoted for the Products and Services of Piccante are inclusive of all taxes unless otherwise specifically stated.

A quotation supplied by Piccante to the Customer will be applicable to that Customer only and is not transferable.

Where the Customer accepts a quotation from Piccante for a Product or Service of an experimental nature, the Customer will pay for those Services regardless of the final outcome.

5. Standard design process

Initial contact from Customer to Piccante.

Consultation process between Piccante and the Customer takes place to ensure both parties are satisfied with design requirements, timelines, costs and content.

Quotation provided to the Customer from Piccante with current copy of Terms and Conditions.

Following acceptance in writing/email of the quotation and Terms and Conditions by the Customer, draft home page design commences after Piccante receives:

A non-refundable deposit (by electronic transfer or other agreed upon means) of not less than 25% of the full value of the quotation plus the first year's hosting costs, if required (non-refundable).

Electronic content (text, photographs etc) of the website from the Customer.

Adjustment of home page design features, colour, layout and appearance if required. Major redesign contrary to the initial design brief or other instructions supplied by the Customer may involve additional costs.

Customer approves in writing/email the home page design and layout which will form the design base of the remaining pages (if applicable).

Remaining pages (if applicable) designed with similar appearance(s) and theme(s) to home page.

Fine-tuning of remaining page's (if applicable) design features, colour, layout and appearance. Major redesign contrary to the initial design brief or other instructions supplied by the Customer may involve additional costs.

Final acceptance by the Customer of all pages for uploading. Piccante uploads website to host as required by the Customer after receiving the remaining 75% (or balance outstanding) final payment in full (by electronic transfer or other agreed upon means).

6. Payment for additional products, management and hosting

Payment for further design Products or Services (such as management and hosting costs) is to be made by electronic transfer of funds (unless otherwise agreed in writing) within 28 days of receiving any invoice. If payment for completed Products and/or Services is not received by Piccante within 28 days of invoicing, the product may be removed from the World Wide Web until payment has been received in full.

7. Ongoing costs

Any new Products or Services provided by Piccante will be charged at the current prices as published on the Piccante website and a new quotation will be supplied if requested.

Payment for the first year's hosting (if applicable) will be normally be included in the initial quotation and invoice. This cost is non-refundable. Subsequent refunds of unused hosting will be on a pro-rata basis.

One year following uploading of the client's website to the World Wide Web, Piccante will issue an invoice for the annual cost of hosting and updates (if applicable), to be paid within 28 days of receiving the invoice.

8. Hosting

If web hosting provided by Piccante is unable to be continued for whatever reason, a refund of the hosting costs will be made to the Customer on a pro-rata basis. In this case, Piccante will upload the Customer's website to a new host (as specified by the client) free of charge, however, all new hosting costs must be met by the Customer. Piccante can not, in this case, guarantee the same services from the chosen or new host and a hoster supporting CMS or e-commerce sites should be chosen by the Customer.

9. Updates and additional fees

Update fees enable the Customer to direct Piccante to update electronic content and text, i.e. contact details, prices, product information, links and forms.

Additional charges may be incurred for changes that require re-design, or significant changes to layout.

Piccante will not undertake any work that will incur costs without prior notification to the client.

New or additional prices are as published on the Piccante website.

10. Acknowledgement of intellectual property and copyright

Piccante undertakes to protect the intellectual property and copyright of the owners of digital material used in its websites. In some cases, acknowledgement of or links to third-party websites may be required. If the Customer does not agree to this then the applicable images and material may not be used.

11. Cancellation of Services

The Customer may at any time cancel the Services of Piccante by giving written notice. After acceptance of the initial design, the Customer will pay Piccante for all Products requested (whether complete or incomplete) and Services performed.

Hosting costs paid for in advance will be refunded on a pro-rata basis (except for the first year's hosting which is non-refundable). In this case, the Customer will accept any costs for the electronic transfer of the refund.

Piccante may withdraw its services to the customer in the event that it is unable to continue business operations.

Should third-party providers withdraw services (such as updates, databases or open-source software for Content Management System or e-commerce websites) Piccante will assist and advise the Customer how best to proceed to ensure their website remains online. Such advice may involve a recommendation to change website host providers, in which case the conditions in paragraph 8 will apply. Piccante cannot be held liable or responsible for the complete withdrawal of support or software by third-parties and is under no obligation to produce or design a new website. This specifically includes the Joomla Content Management System and Cubecart e-commerce sites.

Future changes in world-wide-web mark-up language and changes in internet browsers are impossible to predict exactly. Piccante will ensure that trends are monitored but cannot guarantee that all Products and Services will function indefinitely and is under no obligation to provide a new or compliant site.

12. Complaints, faults and errors

Any complaint of the Customer in relation to the Services and/or Products of Piccante must be made in writing within 14 days of the completion of that Product or provision of that Service. Piccante will, to the best of its ability, remedy any complaint made by the Customer.

13. Limitation of liability of Piccante

Piccante will not be liable for any loss (whether direct or indirect) caused to the Customer by any matter beyond the control of Piccante. This includes any malicious act (or hacking), or an act or omission by any third party who provides services to Piccante which are necessary for Piccante to supply the Services and Products to the Customer.

Piccante's liability in all circumstances, including breach of this contract, is limited to the cost of the Services provided from which such liability arises.

The Customer will indemnify Piccante against all costs incurred and/or losses suffered by Piccante due to

any material required by the Customer in any Product being illegal, offensive, defamatory, or libellous.

Piccante will not be liable for any alterations made to the material in the Product once completed and handed over to the Customer that may make the material illegal, offensive, defamatory, libellous or otherwise inappropriate.

Piccante will not be liable for any unauthorised access to Customer accounts, file management or hosting systems after product acceptance by the Customer. Piccante strongly recommends that the Customer changes all login and password information for hosting access (i.e. cPanel), file transfer capability, email and any financial accounts that the Customer has given Piccante access to during the design process.

14. Copyright, plagiarism and intellectual property ownership

Any designs, graphics, sounds, animations, digital video, programming, coding and any other intellectual property in Products or Services developed by Piccante for the Customer will remain the intellectual property of Piccante. This does not prevent the Customer from acquiring the services of other providers to host or update existing pages. Notwithstanding this, the addition of extra pages based upon a design or Product by Piccante (including the use of any artwork, Cascading Style Sheets, Flash media etc) will result in an invoice requiring payment to the equivalent cost of the Product(s) based upon current prices as appearing on the Piccante website.

Piccante will protect the intellectual property interests of the Customer in any of the Customer's own logos, photographs, video, written content and any other work of the Customer through copyright notices (or watermarks if required).

By accepting these Terms and Conditions, the Customer confirms that all written and electronic material supplied to Piccante for inclusion in a website (including images, photographs, movie clips and music/sound files) are not bound by copyright restrictions or intellectual property laws. The Customer, by submitting material to Piccante, accepts responsibility for any infringement of copyright or plagiarism.

The Customer reserves the right to have the Piccante name and/or logo removed from any finished product.

Piccante reserves the right to remove their name, logo, brand and contact details completely from any Product created by Piccante.

Any information stored by Piccante on computer or any other electronic or digital medium shall be the property of Piccante, and the Customer has no right or title to such information unless:

The information being stored was supplied to Piccante by the Customer; or

Piccante and the Customer make an alternative agreement in writing.

15. Disputes

Any disputes arising out of this contract will first be attempted to be resolved by Piccante and the Customer through good faith negotiations.

16. Costs of enforcement

The Customer will be liable for, and will indemnify Piccante for:

All costs incurred by Piccante in enforcing its rights under this contract;

Any losses suffered or costs incurred by Piccante (whether directly or indirectly) as a result

of the Customer breaching any term of these Terms and Conditions.

Any costs incurred or losses suffered by Piccante will be payable by the Customer upon demand.

17. Non-existent entities

It is intended that the Customer is a legal entity. If that legal entity does not exist, the person(s) who accept(s) any Quotation will be personally liable (if more than one, jointly and severally) for all amounts payable under this contract.

18. Guarantee

Where the Customer is a company or a trust:

The directors or trustees entering into this contract on behalf of the Customer will jointly and severally guarantee all payments to be made by the Customer;

The Customer and the guarantors will be jointly and severally liable under these terms and conditions of trade.

19. Governing law

These terms and conditions of trade shall be governed by and interpreted in accordance with the laws of Hong Kong.

20. Assignment of contract

Piccante may assign its rights and obligations under this contract in the event that Piccante is sold.

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