

General Terms & Conditions

The terms and conditions herein are a legal contract between Mang Creative Limited and the Client. These conditions are applicable to any individual or business, regardless of their legal status, in England & Wales.

1. Agreement

Agreeing to the terms and conditions herein makes the named individual/s and / or companies a Client of Mang Creative. As such the Client gives Mang Creative the right to use the Client's company name, logo and website imagery on the Mang Creative website, communications and printed materials.

2. Invoicing

Unpaid invoices will accrue interest at the maximum rate permitted by law (non-compounded), but not exceeding 3½% per month from the beginning of the month in which they became overdue. We reserve the right to charge a £25.00 late payment charge on invoices 14 days or more overdue. Mang Creative will give the Client prompt notice if an account becomes delinquent and the Client agrees to promptly bring the account current. The Client agrees to pay all costs of collecting the debt, including court costs, solicitors' fees and reasonable costs bared by Mang Creative.

3. Credit Terms

Mang Creative reserves the right to refuse credit terms without reason. Mang Creative also reserves the right to carry out credit checks on the Company, without prior approval, and on the company Director/s or Sole Trader, with prior approval. All credit checks will be undertaken on the proposal value.

4. Payment Terms

Payment terms are strictly 14 days. If the website or application is to be hosted on the Clients server/s then payment will be required prior to upload. Payment can be made by cheque, wire transfer or BACS.

5. Rates

Rates contained in any quotation or proposal are based on conditions ruling at the date thereof, and are fixed for a period of no more than 30 days, save any regulation outside the control of Mang Creative.

6. Taxes

All fees quoted will show a "Grand" or "Final" total, this amount will include a taxable amount which is charged at the rate in force in the country of delivery at the time of delivery of service.

7. Cancellations

If a client should cancel an ordered service, for any reason, there will be no cancellation charge provided that the cancellation takes place at least 20 (twenty) working days before the project start date or proposal agreement date, whichever is later. For cancellations less than 20 (twenty) working days and at least 5 (five) working days before the project start date, a charge of 50% of the service will be payable. Less than 5 (five) working days will incur a charge of 100% of the service.

8. Timeframes

The timeframes stated herein are in indication of the project timeframe and

can alter before and throughout the projects lifecycle. Mang Creative reserve the right to invoice for services if the project awaits information, content or imagery, from the Client, for a period greater than 14 days. In such event Mang Creative will not undertake any further works, including bug fixes, amendments or changes, on the project until full and final payment has been made. Mang Creative reserve the right to remove access to the site

9. E-Commerce Facilities

The cost of setup for payment integration, monthly or transaction fees and / or merchant accounts is not included in any prices or quotations offered unless otherwise stated. Advice offered by Mang Creative on payment processors does not constitute an affiliate or partnership with said company.

10. Corrections

Mang Creative will not and cannot be held responsibility for grammar, spelling or pricing inaccuracies of any kind. The client is given a reasonable period to check the website before 'live' to ensure no such errors arise.

11. Support

Support hours and methods can be changed providing 30 days notice is given. Support is included with all our projects as no extra charge for a minimum period of 3 months from the site or application live date. Support is not the fixing of bugs, amendments or changes, it is to provide a line of communication should the website no longer function as completed by Mang Creative. Mang Creative offer support by telephone, email and via a Client extranet. We reserve the right to change, remove or add support options giving 30 days notice.

12. Copyright

As the website or application creators Mang Creative are the copyright owners until such time when we final payment is received and all rights are transferred to the Client in writing. The letter will assign all copyright and IP rights to the client and at this time a CD with all the files will also be provided.

13. Search Engine Submission

Due to the nature of search engine submission, the associated systems and search engines we cannot guarantee or be held responsible for the length of time taken for the Clients website to be shown on a search engine and their respective place.

14. Accessibility

Mang Creative check all Client projects against the W3C Web Content Accessibility Guidelines 1.0 (WACG). An overview of the results will be provided in the projects handover documentation. Mang Creative do not design or code to meet any requirements unless otherwise specified or requested.

15. Hosting

The client will provide the hosting platform and be responsible for the cost of such. Mang Creative will upload the completed site to the clients hosting platform and support for the support period defined above.