

Terms and Conditions

Hiring Kalamara Design

When you hire Kalamara Design for any services we provide, you will be required to sign a contract authorising services. We do not provide any services without a signed contract by both parties.

Standard web site procedures

The standard Web site development by Kalamara Design is as follows:

E-mail/phone consultation: (Initial planning/development consultation is free). Up to two hours total general Internet orientation, education, marketing strategy, and Web design consultation.

Providing Materials: You (the Client) will be responsible for providing all materials as required in a professional, competent, and timely manner which is necessary for Kalamara Design to complete your project. Failure to do so by the due date given to you at the onset of the contract will result in the delay of your project's completion. When this occurs, the planned schedule will be rearranged to accommodate the schedule of Kalamara Diversified Arts. Other client's schedules cannot be changed. If you feel you can not send materials by the due date, please notify Kalamara Design within 24 hours of due date and we will work out a new schedule for you.

Number of Web pages: There will be a limit of Web pages at the beginning of the consultation. If this limit is exceeded, the Client will be charged at an additional rate.

Text: Final text shall be supplied by the Client. (250 words per Web page approximate maximum if not supplied via e-mail attachment or CD. Web pages with more than 1,500 words of text may be subject to additional fees for increased formatting time.)

Installation of Web pages on the Client's ISP host computer: A maximum of two minor revisions to the draft Web pages for two weeks from completion of Web site included at no extra cost to create the look and feel that is desired. Further revisions will be billed at the normal hourly rate of \$10.

Search Engine Submittal: Initial registration to the top ten search engines such as Alta Vista, Yahoo!, Direct Hit, AOL, iWon, Webcrawler, Excite, CompuServe, HotBot, Lycos is a service provided by Kalamara Design The top ten search engines will be determined by Kalamara Design and at no time do we promise or imply that we guarantee Client's Web site a certain rating in the search engines.

Web site-hosting services

Domain name search and advice: If a domain name is needed for the Web site, Kalamara Design will suggest appropriate names and do a search to ascertain the availability through the domain name registration group and does not guarantee it will still be available at the time of registration.

Domain name registration or transfer: If needed, Kalamara Design will complete the necessary forms to register or transfer a domain name as selected by the Client. Although Kalamara Design will submit forms to register a requested domain name in a timely fashion, we do not guarantee the availability of any domain name.

Web site hosting runs from the beginning of a signed contract for a period of one year or one month depending upon prior hosting agreement. Billing will take place on a monthly or annually basis.

Kalamara Design will submit your site to search engines as well as other web directories and search indexes. If you do not want your site submitted to search engines, please indicate this upfront. There will be no reduction in bid proposal.

The sending of spam, or Unsolicited Bulk E-mail (UBE), is not permitted on accounts hosted by Kalamara Design

Adult and pornographic materials are not permitted with Kalamara Designs web sites.

Fees

Kalamara Design will execute your Web site design if fees are not paid.

In case the Client desires additional standard Web pages beyond the original number of pages specified in the contract, the Client will be responsible to pay Kalamara Design there will be an additional charge for each page.

Where custom graphic work (beyond the scope of the "Custom Graphics" detailed in the proposal bid or contract) is requested, it will be billed at the hourly rate of \$10.

In order for Kalamara Design to remain in business, payments must be made promptly. Invoices are always due upon receipt. Delinquent bills will be assessed a charge if payment is not received within 10 days of due date. If an amount remains delinquent 30 days after the due date, an additional 5% penalty will be added for each month of delinquency. Kalamara Designs reserves the right to remove Web pages from viewing on the Internet until final payment is made. In the case of not paying your bills for hosting, your hosting contract will be terminated. You will be allowed one-month grace period. Kalamara Design will contact you prior to terminating your service. In case collection proves necessary, the Client will be responsible to pay all fees incurred by that process. Please pay on time.

Payment

Kalamara Design accepts cash, check, money order, or PayPal ® (accepts all major credit cards) in US dollars or British pounds.

The following standard terms apply:

A *minimum* deposit of fifty percent (50%) of the design cost and the total amount of hosting is required to commence work. If the quote of a job is \$100 or less, payment for total quote will be paid up front.

For quotes \$500 or more, it is optional to have the quote split in that the Client pays third of the quote up front, third after initial design is approved by the client, and third after site is on a server.

The site will then be put on-line on a draft directory of the Client's ISP or of Kalamara Design's for the Client's viewing. During this proofing stage, typographical errors, design changes, and other corrections will be made according to the instructions of the Client.

The monthly or annual fee for hosting time frame begins when the initial deposit is made and the draft-site is put on-line. Payment for the site in the top ten search engines and directories will occur only after the final payment is made.

Project completion date

Kalamara Design and the Client must work together to complete the Web site in a timely manner. Much of this depends on receiving the appropriate images and text from the Client in which a due date will be set. We agree to work expeditiously to complete the Web site in a professional and timely fashion.

Maintenance

If the Client or an agent other than Kalamara attempts to update your web site during the time under a maintenance contract with Kalamara Designs, time to repair the Web pages will be charged at the hourly rate of \$20.

Additional expenses

The Client will agree to reimburse Kalamara Design for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography, Java scripts, special software, long distance phone bills, etc.

Additional services

Any revisions, additions or redesign you wish Kalamara Design to perform not specified in the contract shall be considered "additional" and will require a separate Agreement and payment.

Cancellation

In the event that work is postponed or cancelled at the request of the Client by registered letter, Kalamara shall have the right to bill pro rata for work completed through the date of that request. If additional payment is due, this shall be payable within thirty days (30) of the Client's notification to stop work. In the even of cancellation, the Client shall also pay any expenses incurred by Kalamara Design and we shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.