

# Full Circle Design – Website Terms and Conditions 2022

## General

This website is owned and operated by: Full Circle Design with a registered address at: Frehans, Newcastle, Clonmel, Tipperary, Tipperary, E91 WR66, Ireland

By using our website, which includes access through other digital platforms such as our app, you confirm that you accept these Terms of Service (“terms”) as binding upon you, including additional terms and conditions and policies referenced herein and/or available by hyperlink, and that you agree to comply with them. If you do not agree to these terms, you must not use our website.

## Terms and Conditions of Full Circle Design

### How long does it take to build a website?

The time really depends on the project requirements, how much content is required, is the content ready, what features the website requires, etc. A website can be built in as little as 3 days. But it can also take up to 3 months.

### How much does a website cost?

As with most digital services, it really depends on the website you need for your business. A website is an investment and when investing on a website with Full Circle Design, you will see a great return on investment (ROI).

### Do you offer E-Commerce Website Design?

We sure do, we offer web design solutions for all business types. We help you create stunning websites with great user experience to sell your products and keep customers coming back for more.

### What integrations are available?

We integrate payment options such as PayPal, Stripe, and Sum Up so you can take, accept and automate payments directly on your website. We also integrate booking applications such as Calendly and Zoom to book meetings and close new clients.

## **Hours of work**

Full Circle Design is open from 9am-5pm Monday-Friday. We do not work at the weekends or bank holidays. Any holidays we take will be communicated to our clients in advance.

## **Contacting Full Circle Design**

Full Circle Design respects that everyone uses different platforms and works different hours. We will review all emails twice a day and respond to any queries within 24/48 hours Monday to Friday. Any correspondence received through mobile, social media and other platforms will be acknowledged and responded to within 48 hours.

## **Client Details**

Please note that any stored phone numbers or emails will be reviewed by Full Circle Design on a yearly basis but contact information that is relevant to the performance of a contract will be stored for two years at the end of the contract.

## **Payment of Fees**

Depending on the contract you have with Full Circle Design your payment schedule will be laid out and will involve staged payments. Please review this schedule prior to agreeing to the contract and late payment of fees may result in penalties and/or pausing the programme.

## **Cancelling pre-arranged appointments**

Full Circle Design has a set schedule every week and work with a variety of clients. If your circumstances change then Full Circle Design require a minimum 24-hour cancellation policy for meetings/other. Failure to cancel your appointment before 24 hours (except in exceptional and one-off situations) will be chargeable.

## **Termination Policy**

Full Circle Design can only work with a client if the relationship is open, transparent, and reciprocal. If either party feels that the relationship between the client and Full Circle Design has broken down, then Full Circle Design and/or the client retain the right to withdraw from the agreed contract. All efforts will be used to re-establish the lines of communication between all parties but if this fails and it is agreed to terminate the contact then 1 month notice from either party is the minimal amount of time required to close off all outstanding work and invoices will be produced to cover all due monies on your account.

## **Protection of Intellectual Property**

The education materials supplied by Full Circle Design (including all website content and content supplied at workshops and seminars) are of a confidential nature. From time to time, Full Circle Design may use examples of work they have created or businesses that have

worked with to illustrate educative points. Any attempt by the Customer to enter the markets that Full Circle Design operates in after gaining possession of such educative materials will be classed as entering competition with Full Circle Design.

## **Terms and Conditions of Service of business**

### **Contract Of Service**

When you order services from us, the terms in force at the time of your order will apply as the contract of sale between you and us. This contract of sale begins to be formed between us when we issue an invoice. You shall only become the full owner of the service once we have received full payment for it.

### **Indemnification, Liability, And Limitation**

The express terms and conditions of these terms shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law. Insofar as it is lawful to do so, we do not accept liability of any description including liability for negligence or any damages whatsoever arising out of or in connection with the viewing, use or performance of this website or its contents. In the event that you reproduce, display, transmit, distribute or otherwise exploit the structure, information, material, or any portion thereof, in any manner not authorised by us, or if you otherwise infringe any intellectual property rights relating to the structure, information, photographs, prints or this website, you unconditionally and irrevocably agree to indemnify us and keep us indemnified from and against any and all losses, expenses, costs or damages, including reasonable lawyers' fees, incurred by you or others as a result of unauthorised use of the above and/or your breach of these terms. You unconditionally and irrevocably agree to indemnify us and keep us indemnified from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by us and arising from any claim brought by any third party against us howsoever arising from or in connection with: these terms; the supply of the services and/or digital goods pursuant to the terms; your use of the services and/or digital goods; or your fraud or negligence. For the avoidance of doubt, we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms for any loss of profits, goodwill, sales, business, or revenue; loss or corruption of data, information or software; loss of business opportunity or anticipated savings; or any indirect

or consequential loss. Without prejudice to other clauses in these terms, our total liability arising under or in connection with these terms, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the purchase price paid for the relevant services that is/are the subject of a claim.

### **Errors, Inaccuracies And Omissions**

Occasionally there may be information on our website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the website or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the website or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the website or on any related website, should be taken to indicate that all information on the website or on any related website has been modified or updated.

### **Sales Of Services**

If you are not a consumer, you confirm that you have authority to bind any organisation on whose behalf you use our site to purchase services. We reserve the right, but are not obligated, to limit the sales of our services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any services that we offer. We reserve the right to discontinue any service at any time. In accordance with other clauses included in these terms, we make no express or implied warranty, representation or undertaking and assume no responsibility concerning the quality, nature, or fitness for purpose of the services or digital goods. We do not warrant that the quality of any services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the products or services will be corrected, unless as required by law. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these terms. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. Prices for our services are subject to change without notice. We reserve the right at any time to modify or discontinue our services on our website (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of such.

### **Refunds**

We conform to Irish and EU law and regulations for the purposes of whether or not to accept returns. We deal with cases as they happen on an individual basis. We encourage you to contact us as soon as possible after delivery should you discover a fault or defect in the services or digital goods.

### **Social Media Platforms**

Communication, engagement, and actions taken through external social media platforms that we participate on are custom to the terms as well as the data protection and privacy policies and notices held with each social media platform respectively. You are advised to use social media platforms wisely and communicate / engage upon them with due care and caution regarding your own privacy and personal details. We will never ask for personal or sensitive information through social media platforms and encourage you when wishing to discuss sensitive details to contact us through primary communication channels such as by telephone or email.

### **Data Protection, Privacy And Security**

Your rights to data protection and privacy, including security over data, are very important to us. We treat personal data obtained using this website as private and are committed to providing you with secure access to our online service. This website processes information from you as per our Privacy Statement. When you, amongst other actions, visit our website, enquire about services or send e-mails to us you understand that subsequent data processing will be done as detailed in our Privacy Statement.

### **Governing Law And Disputes**

This website is hosted, controlled, and operated from the Republic of Ireland and therefore governed by Irish law, subject to the terms of Public International Law. In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, the Irish law will apply and the appropriate courts of the Republic of Ireland will have jurisdiction.

### **Variation Of These Terms & Conditions**

We reserve the right to make changes to this website, these terms, and the other information contained in this website at any time and without notice. Please refer to these terms when you visit the website as they may change from time to time.

### **Severability**

In the event that any provision of these terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

### **Waiver**

The failure of us to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision.

### **Entire Agreement**

These terms and any policies or operating rules posted by us on this website or in respect to our website constitutes the entire agreement and understanding between you and us and govern your use of the website, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these terms). Any ambiguities in the interpretation of these terms shall not be construed against the drafting party.

### **Contact Information**

You may contact us by e-mail at the following address: [aaron@fullcircledesign.ie](mailto:aaron@fullcircledesign.ie)

Contact information published on this website is published for the purpose of users or prospective users contacting us about services offered to them. This information should not be considered as made manifestly public for the purposes of general marketing contact.