

Terms & Conditions

These Terms and Conditions apply to web design, other graphic design work and related services including but not limited to photography, copy writing and hosting.

Where the context admits: "We" & "Us" includes WebTech Media Ltd, Badger Cottage, Valley Springs, Kingsbridge, Devon, UK or any party acting on WebTech Media's implicit instructions. "You" includes the person purchasing the Services or any party acting on your instructions. "Services" include but are not limited to web design, other graphic design work, photography, copy writing and hosting. "The Registrant" includes the person applying for a domain name or any party acting on the Registrant's instructions. "The Registry" the relevant domain names Registry. "Server" means the computer server equipment used by us in connection with the provision of the Services. "Website" means the area on the Server allocated by us to you for use by you as a site on the Internet.

The relationship entered into between you and us is governed by these following terms, which shall apply during, and where necessary after, the period of the commercial relationship between you and us.

1. Acceptance

Your order or use of services from WebTech Media Ltd indicates your agreement to and acceptance of these Terms and Conditions.

2. Charges

Charges for services to be provided by us are defined in the project quotation. All services require an advance payment of a minimum of forty percent of the quotation total. Depending upon the terms laid out in the quotation, the remaining sixty percent of the quotation total will either be due upon completion of the work. Payment is to be made by cheque or BACS. Cheques are to be made payable to WebTech Media Ltd. BACS payments are to be made to Account Name: WebTech Media Ltd, Sort Code: 20-60-88, Account Number: 30723223.

2a. Time Limitation

Unless specifically agreed by us at the time of quotation, you have 6 weeks from your acceptance of the quotation to provide all relevant information and/or material required by the quotation to enable us to complete the project. Processing of information and/or material supplied after this time will be charged at our current hourly rate.

3. Customer Review and Approval

WebTech Media will provide you with an opportunity to review the appearance and content of the website during the design period and on completion. On completion of the project, the website will be deemed to be accepted and approved unless you notify us otherwise within seven days of the date we advise you that final version of the website is available to you for approval.

4. Payment

We will provide an invoice to cover the deposit when the cheque has cleared or the BACS payment has reached our account. We will provide an invoice to cover the final payment for the website design and any associated services upon completion of the work. Invoices are normally sent by email. You may request a "hard copy" by post. Invoices are due upon receipt. Accounts remaining unpaid thirty days after the invoice date will attract a service charge of 2% of the amount due or £50 per month, whichever is the higher, and additional interest in line with The Late Payment of Commercial Debts Act. If payment is not received within a further seven days, the responsibility for recovery of the money will be transferred to a debt recovery agency.

5. Default

Accounts unpaid thirty days after the date of invoice will be considered in default. We will, at our discretion, remove the website files and email accounts from our web server and will not be held responsible for any loss of data incurred. Removal of such material does not relieve you of the obligation to pay any outstanding charges. Cheques returned by the bank as unpaid for any reason will attract a "returned cheque" charge of £25 and your account will immediately be considered to be in default until full payment is received. Customers with accounts in default agree to pay us reasonable expenses incurred by us in enforcing these Terms and Conditions, including but not limited to legal fees and costs for collection by third-party agencies.

6. Termination

Termination of services by you must be requested in writing and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honored until and unless confirmed in writing. You will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty days and the terms laid out in clauses 4 and 5 above will apply.

7. Copyright

You retain the copyright to data, files and logos provided by you and grant us the right to publish and use such material. You must obtain permission and rights to use any information or files that are copyrighted by a third party. You are further responsible for granting us permission and right to use the same and agree to indemnify and hold us harmless from any and all claims resulting from any negligence on your part or your inability to obtain proper copyright permission. A contract for website design and/or publication shall be regarded as a guarantee by you to us that all such permissions and authorities have been obtained, regardless of whether or not we have had sight of documents granting such permission and authority.

8. Project Material

Unless otherwise specified in the project quotation, any text copy will be provided by you suitable electronic format suitable for reading with PC Microsoft Office applications, by email or on CD or DVD and all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in png, jpeg or tiff format. Although we will make every reasonable attempt to return to you any images or printed material provided, this cannot be guaranteed.

9. Design Credit

A link to the WebTech Media website <http://www.webtech-media.com> with the wording "Web Design by WebTech Media" or, if the site is to be hosted by us, "Web Design & Hosting by WebTech Media" will appear in small type at the bottom of each page of your website.

10. Alterations after publication.

We cannot accept responsibility for any alterations carried out to your website by you or any third party following publication to the site's web space.

11. Domain Name Registration

11.1. We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your risk.

11.2. The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant Registry; you shall ensure that you are aware of those terms and conditions and that you comply with them.

11.3. By registering a .uk domain name, you enter into a contract of registration with Nominet UK on the terms and conditions published at <http://www.nominet.org.uk>.

11.4. You shall have no right to bring any claim against us in respect of any refusal to register a domain name by the relevant registration authority.

11.5. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the Registry to register your desired name.

11.6. We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant Registry but will not be obliged to take part in any such dispute.

11.7. We shall not release any domain to another provider unless full payment for that domain has been received by us.

12. Website Hosting and Email

12.1. We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server.

12.2. You represent, undertake and warrant to us that you will use the Website allocated to you only for lawful purposes and to promptly inform us if this clause or any sub clause of this clause has been breached or you become aware that they may have been breached. In particular, you represent, warrant and undertake to us.

12.3.1. you will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so.

12.3.2. you will not upload, post, link to or transmit:

12.3.2.1. any material that is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way.

12.3.2.2. any material containing a virus or other hostile computer program.

12.3.2.3. any material that constitutes, or encourages the commission of, a criminal offence or that infringes any patent, trademark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.

12.3.3. you will not send bulk email whether opt-in or otherwise from our network, nor will you promote a site hosted on our network using bulk email.

12.3.4. you will not employ programs which consume excessive system resources, including but not limited to processor cycles and memory.

12.3.5. any file you store on the Server will be reachable via a hyperlink from a page on your site.

12.4. We reserve the right to remove any material that we deem inappropriate from your Website without notice to you.

12.5. You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including but not limited to loss, theft or unauthorised disclosure of your password or other security information.

12.6. You shall observe the procedures that we may from time to time prescribe and shall make no use of the Server that is detrimental to our other customers.

12.7. You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.

12.8. In the case of an individual User, you warrant that you are at least 18 years of age and if the User is a company, you warrant that the Services will not be used by anyone under the age of 18 years.

12.9. Any access to other networks connected to services provided by WebTech Media must comply with the rules appropriate for those other networks.

12.10. While we will use every reasonable endeavour to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email.

13. Hosting Service Availability

We shall use our reasonable endeavours to make available to you at all times the Server and the Services but we shall not, in any event, be liable for interruptions of Service or down-time of the Server.

14. Hosting Payment

14.1. All charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us on our Website, errors and omissions excepted and shall be due and payable in advance of provision of the Services.

14.2. We reserve the right to change pricing at any time although all pricing is guaranteed for the period of pre-payment.

14.3. Payment is due each anniversary year following the date the Services were established until closure notice is given in accordance with 17.4.

14.4. All payments must be in UK Pounds Sterling.

14.5. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.

14.6. Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled but not obliged forthwith to suspend the provision of Services to you.

15. Termination And Refunds

15.1. We shall be entitled to suspend the Services and/or terminate this Agreement forthwith without notice to you, if you:

15.1.1. fail to pay any sums due to us as they fall due.

15.1.2. break any of these terms and conditions.

15.1.3. are a company and you go into liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors.

15.2. No refunds will be made under any circumstances for Services suspended in accordance with 15.1.

15.3. We reserve the right to suspend the Services and/or terminate this Agreement at any time. In the event of this, and provided paragraph 15.1 does not apply, You will be entitled to a pro rata refund based upon the remaining period of prepayment.

15.4. You may cancel the Services at any time. To do so you must request cancellation of the Services in writing. We will cancel the Services within 2 working days of receipt of your request.

15.5. During the first 7 days of Services, You are entitled to a refund of the basic hosting plan fee should You decide to cancel the Services. No full refunds or pro rata refunds will be made after the first 7 days of service should You decide to cancel the Services.

15.5.1. Domain name registration fees, charges for additional data transfer and charges for optional extras added to your account are not refundable under any circumstances.

15.5.2. You will not be entitled to a refund on this basis if you have previously held an account with WebTech Media.

15.6. On termination of this Agreement or suspension of the Services we shall be entitled immediately to stop access to your Website and to remove all data located on the Server.

15.7. Should you wish to reinstate the Services following suspension, we reserve the right to charge a reinstatement fee of £50.

16. Indemnity

16.1. You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to You and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of any of the terms of this Agreement.

17. Limitation of Liability

17.1. All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded to the extent applicable under UK law, subject always to sub clause 17.2.

17.2. Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.

17.3. Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services that are the subject of any such claim.

17.4. In any event no claim shall be brought unless you have notified us of the claim within one month of it arising.

17.5. In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

18. Notices

18.1. Any notice to be given by either party to the other may be sent by email, fax or recorded delivery to the address of the other party as appearing in this Agreement or ancillary application forms, or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall, unless the contrary is proved, be deemed to be received on the day it was sent, or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

19. Non-Waiver

Any forbearance or failure by us to enforce a contractual provision to which you are subject shall not affect our right to require such performance at any subsequent time, nor shall the waiver or forbearance by us of any breach of any provisions of the agreement herein be taken to be or held to be a waiver of the provision or provisions itself of themselves.

20. Law

This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the exclusive jurisdiction of the English courts.

21. Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

22. Entire Agreement

These Terms and Conditions, together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these Terms and Conditions. Your signature accepting a quotation, or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. In agreeing to these Terms and Conditions, you confirm that you have not relied on any representation other than those expressly stated in these Terms and Conditions and you agree that you shall have no remedy in respect of any misrepresentation that has not been made expressly in this Agreement.