

Terms & Conditions

In these conditions:

- 1 **“Agreement” means any agreement made subject to these Conditions, which shall incorporate these Conditions.**
- 2 **“Company” means Urban Media Franchising Ltd.**
- 3 **“Customer” means any person or organisation with whom the Company enters into an Agreement subject to these conditions.**
- 4 **“Service” means the services described in Company literature together with such Value Added Services to be provided by the Company to the Customer. Representations made by the Company’s distributor will not form part of this agreement unless confirmed in writing prior to purchase of the service.**
- 5 **Customers are advised to also consult the terms and conditions of Namesco Ltd at**
- 6 **<http://www.names.co.uk/business-terms.html>. As our hosting provider, any hosting services provided by the company to the customer are subject to these terms.**
- 7 **Unless specifically varied in the order acknowledgement otherwise in writing by the Company, the following payment terms shall apply:**
 - 7.1 **All fees quoted are exclusive of VAT (if applicable) and to the extent that VAT is chargeable in respect of any goods, work or services supplied by the Company, VAT at the rate in force at the time of supply should be added to payments otherwise due.**
 - 7.2 **30% of the order value is due prior to commencement.**
 - 7.3 **A further 30% is due prior to carrying out final amendments or 1 month after commencement whichever happens first.**
 - 7.4 **40% will be due following sign off.**
 - 7.5 **Invoices will be due for payment strictly within 7 days of submission.**
 - 7.6 **In the event that payment is not received within a maximum of 60 days, arrears will be passed to our Debt Collection Agency.**
- 8 **All fees quoted are subject to review and adjustment by the Company at any time.**
- 9 **In the event that full payment is made later than required by condition 6.0 or if only partial payment is made, the Company may at its absolute discretion charge for administration costs and interest on any monies owed at either the rate of 2% interest per month or at the annual rate of 7% above the base rate published from time to time by Natwest plc, whichever is the greater rate, calculated weekly and compounded monthly. Failure to apply such charges does not constitute a waiver of the option so to charge. If the Customer also holds a Hosting Account with the company, the Hosting account may be terminated without notice in the event that invoices fall into arrears. This will affect email communications and any other services provided by the Company.**
- 10 **The Company reserves unto itself the right to withdraw its services at its entire discretion, particularly in the event of any failure to pay. Upon such withdrawal of its services, the Company shall be under no liability whatsoever to compensate the Customer for any costs, losses or damages, howsoever arising, that the Customer may incur or may have incurred.**

- 11 It is hereby agreed between the Company and the Customer that where the Company withdraws its services pursuant to condition 10.0, the Company may remove any material stored upon any computer or server and shall retain, and shall not be under any obligation to return or provide access to, any and all documents, papers, etc. belonging to the Customer until payment is made in full of all the Company's invoices.
- 12 Copyright in all documents, papers etc prepared or caused to be prepared by the Company is expressly reserved by the Company until full payment is received.
- 13 The Customer shall indemnify and save harmless the Company against any claims that may arise out of the content or nature of the material stored upon any computer or server or which may be prohibited or protected by laws of any country or state relating to copyright, confidentiality or intellectual property.
- 14 Wherever possible royalty free or public domain images may be used in the design of the Customer's web site with the approval of the Customer. Any conflict between an unknown author of such images and publication of said images on site will be the full responsibility of the Customer. Additional costs may be incurred should the company be required to obtain such images.
- 15 Certain application scripts may not be available to the Customer, whether the site is designed for hosting by the Company or not. Customers are therefore advised to check the availability prior to entering any agreement with the Company.
- 16 Where the Company uses any third-party services, site search facilities, chat room, email or tracking services, the Company cannot be held responsible for those third-party service commitments, quality or availability.
- 17 Extensive site visits are deemed unnecessary and the majority of design approval will be undertaken utilising the Internet, electronic files or other means.
- 18 Where ad hoc amends are requested by the customer, the company will determine whether the request is a repair or an amendment. Amendments are charged at £70/hour and prior to commencing an email will be sent to confirm the expected time to carry out the amendment. The customer agrees to pay these fees as invoiced.
- 19 Certain site design options will not include site visits. This is because the relative small amount of design cost charged cannot be recovered by the generation of such visit costs. The Company will however be pleased to
- 20 quote for such visits if required. Where the customer visits are not involved, the design process will be undertaken by telephone conferencing and sample Internet design publication.
- 21 Web site development does not include the upload of the final site to the customer's web hosting company unless the hosting provider is the company. The company will upload to other provider's servers at a rate of £70.00 per hour, with a minimum of 1 hour. The setting up of programs and scripts (such as but not limited to web forms) will be part of this work.
- 22 Where a contract is entered into concerning search engine optimisation (SEO) the company cannot guarantee any improvements in Customer sites search engine rankings. Monthly services including SEO Maintenance, Link Strategy, Visitor Intelligence, E-Marketer are all subject to a cancellation notice period of 30 days. Cancellations must be issued in writing either via letter or email. In the event that an invoice has been issued for the forthcoming month, it will be deemed payable and treated as such in point 6 above.
- 23 Urban Media do not include ongoing maintenance in the original quotation unless itemised as a separate item. Maintenance contracts are provided separately at £70.00 per hour based on expected workload, with a minimum charge of £17.50 for 15 minutes. Maintenance contracts are subject to review should the workload alter significantly from the original expectation.

These terms of appointment are governed by and subject to English law.