

Terms & Conditions

In these conditions:

“Agreement” means any agreement made subject to these Conditions, which shall incorporate these Conditions.

“Company” means Urban Media Franchising Ltd.

“Customer” means any person or organisation with whom the Company enters into an Agreement subject to these conditions.

“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.

Payment

Unless specifically varied in the order acknowledgement otherwise in writing by the Company, the following payment terms shall apply:

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.

30% of the order value is due prior to commencement.

30% is due prior to carrying out final amendments or 1 month after commencement whichever happens first.

30% additional is due prior to carrying out final amendments or 2 month after commencement whichever happens first.

10% of the original quotation and the sum of any added features will be due following sign off.

Invoices will be due for payment strictly within 7 days of submission.

All fees quoted are subject to review and adjustment by the Company at any time.

Non Payment

In the event that full payment is made later than required by the conditions set under the section ‘Payment’ 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.

In the event that payment is not received within a maximum of 60 days, arrears will be passed to our Debt Collection Agency. Once this has taken place, the Company are not in a position to accept payment from the Customer. Additional fees are applied by the Debt Collection Agency. The Company have no authority to revert these fees once a debt is passed over to the Debt Collection Agency.

Direct Debits

If paying by direct debit, please note that the Company appointed the BACS Approved Direct Debit Bureau, Eazy Collect Services Limited (www.eazycollect.co.uk), to collect your payments and Eazy Collect will be shown on your bank statement.

Withdrawal of Services

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.

It is hereby agreed between the Company and the Customer that where the Company withdraws its services, 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.

Copyright

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.

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.

Royalty Free Images and Programmes

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.

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.

Third Party Services

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.

Amendments and Fixes

Where ad hoc amends are requested by the customer, the company will determine whether the request is a repair or an amendment. A repair of any previously agreed and paid for item will be free from charges.

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.

Uploading of work

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.

Internet Marketing

Where the company is requested to carry out search engine optimisation (SEO) the company cannot guarantee any improvements in Customer sites search engine rankings.

Monthly internet marketing services including but not limited to; Search Engine Optimisation, Pay per Click Management and Social Media Management are all subject to a cancellation notice period of 30 days.

Cancellations must be issued in writing either via letter or email.

Services are charged for in advance. Therefore, In the event that an invoice has been issued for the forthcoming month, that invoice will be deemed payable and treated as such in the 'Payment' and Non Payment' sections above.

Highway CRM

Highway CRM is a separate division of Urban Media and is a Third Party Service provided to Urban Media. The Company provides the system in accordance with 'Third Party Services' above. You are advised to review the Highway Terms and Conditions fully.

Hosting and Domain Services

The company uses Hosting and Domain service of Namesco Ltd. When the company provides Hosting and Domain Services, it does so as a Third Party Services (see above). Hosting and Domain services provided by the company to the customer are subject to their Terms and Conditions. Customers are advised to consult the terms and conditions of Namesco Ltd at <http://www.names.co.uk/business-terms.html>.

Ongoing Maintenance

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.