

## **Skytemedia - Terms and Conditions**

Revised 10 January 2012

Please ensure that you **read and understand** these terms and conditions.

### **1. DEFINITIONS**

The following document is a legal agreement between...

"Skytemedia", "we", "Joshua Gutteridge" – the primary designer/site owner & employees or affiliates

"Client", "you", "your" – the company or individual requesting the services of Skytemedia

...for the purposes of web site design or development. These terms and conditions set forth the provisions under which the Client may use the services supplied.

Skytemedia is an Internet web design and development provider offering the Client graphical design, XHTML, CSS and other related computer programming languages; incorporating services such as graphic design, photography, search engine optimisation, e-mail forwarding and any other necessary skills.

Should Skytemedia waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Skytemedia to waive the same clause on any other occasion.

### **2. QUOTATIONS**

Quotes are valid for 28 calendar days from the date of issue.

The price quoted to the client is for the work agreed on the quotation only in association with the specification.

Should the client decide that changes are required after work on the website commences, then we will accept these changes with the provision that additional charges may have to be negotiated.

### **3. ACCEPTANCE OF WORK**

An advance deposit of 25% of the total cost of the project is required before work can commence. After work commences this is non-refundable

The client's approval for work to commence shall be deemed a contractual agreement between the client and Skytemedia. Approval for the work to commence and payment of the advance fee indicates that the client accepts the terms and conditions outlined in this document.

We will agree a deadline submission date for your website content. If this deadline is not met, Skytemedia reserves the right to impose a surcharge of up to 25%.

Should the client wish to cancel the project at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.

### **4. MATERIAL**

Skytemedia reserves the right to refuse to handle:

- Any media which is unlawful or inappropriate.
- Any media which contains a virus or hostile program.

- Any media which constitutes harassment, racism, violence, obscenity, harmful intent or spamming.
- Any media which constitutes a criminal offence, infringes privacy or copyright.

## **5. COPYRIGHT**

- 5.1** Skytmedia will hold intellectual copyright of any material, including any source code and original images created for the client until payment of the final invoice. At this time we will transfer this intellectual copyright to the client.
- 5.2** In situations where the client provides images, text, animations or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright. Certain images provided by Skytmedia in the construction of the website may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in publicity material. The website owner is legally responsible for ensuring that this does not happen. If you wish to use any images from the site for other purposes please contact us for clarification.

## **6. DESIGN SPECIFICATIONS**

- 6.1** Skytmedia makes every effort to design pages which display acceptably in the most popular current browsers, but cannot accept responsibility for pages which do not display acceptably in new versions of browsers released after pages have been designed.
- 6.2** All third party costs arising from the registration of a domain name shall be met by the Client. Skytmedia recommend that clients register their own domain names so that they have full ownership of these but where we have registered a domain name on the client's behalf we agree to transfer this domain name to the client immediately upon request and without charge.
- 6.3** Skytmedia are not responsible for the client's on-going web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimise your site, we are unable to make any guarantees about the success of any search engine promotion activity.
- 6.4** Conceptualising is the process of producing website concepts for a client. Concepts can include site mock ups, graphics and design proposals. For websites costing more than £1500.00 this will be included. However, for sites costing below £1500.00, unless previously agreed, only one concept is possible. You should therefore ensure that you let us have your preferred colour scheme and design requirements beforehand. If you don't do this we will design the website appropriately but if it is not to your taste we may not be able to rework the website without additional charges. This is why it is often best to show us another website that you like as an example of what you require.

## **7. TRAVEL AND EXPENSES**

Travelling time to and from customer premises is not included in our estimate. Skytmedia reserve the right to make a charge for travelling time at our normal consultancy rates. Likewise, Skytmedia reserve the right to charge for travelling expenses based on 45p per mile. Please note, this does not include your primary consultation.

## **8. PAYMENT**

- 8.1** Payment from the client must be paid by cheque made payable to **Skytemedia** in UK Pounds Sterling. This should then be delivered by post to our premises at 32 Wilkes Avenue, Measham, Swadlincote, Derbyshire, DE12 7LR. Skytemedia accepts no responsibility for cheques being 'lost in post'.
- 8.2** If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.
- 8.3** Payment of any balance will be due within 28 calendar days of invoice issue date. Full publication of the Web Pages may take place only after full payment has been received. We will contact clients via email and telephone to remind them of such payments if they are not received when due.
- 8.4** If the above term is not met you will be issued with a final reminder. Any content on the website may be removed if payment is not received within 28 calendar days of invoice issue date. When this occurs a minimum charge of £50 will be required to have the site restored.
- 8.5** Accounts that have not been settled within 14 days of our final reminder will incur a late payment charge of 10% of the amount outstanding by the client. You will also be charged statutory interest of 8% above the reference rate (fixed for the six month period within which date the invoices became overdue) pursuant to the late payment legislation.

## **9. FUTURE SUPPORT**

The website is provided to and accepted by the client as a fully functioning, completed work; when the final payment is settled. Skytemedia is not responsible for future support. This support can normally be provided upon request and for an agreed fee; charged in increments of 1/4 hour. No guarantee of future support is given unless an ongoing support package is negotiated.

Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website and Skytemedia will endeavour to protect it from this as much as we can during its creation. However, we cannot be held responsible for problems that develop on completed sites as a result of illegal activity.

## **10. COMPLIANCE WITH ECOMMERCE, ACCESSIBILITY AND OTHER REGULATIONS**

We design websites in accordance with your specification. It is your responsibility to ensure that the website and its content comply with standing regulations. We cannot accept responsibility for any failure to comply with regulations related to accessibility, selling online or those related to a specific business or trade. We can research this on the client's behalf upon request, but in any business where complex compliance issues exist we recommend that the client takes legal advice from their company lawyer.

## **11. WEBSITE HOSTING AND EMAILS**

- 11.1** 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.
- 11.2** You shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Server.
- 11.3** You represent, undertake and warrant to us that you will use the Web Site allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that. 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. You will not post, link to or transmit:

- any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, blasphemous, profane or otherwise objectionable in any way.
- any material containing a virus or other hostile computer program.
- any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.

**11.4** 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.

**11.5** You will not employ programs which consume excessive system resources, including but not limited to processor cycles and memory. We reserve the right to remove any material which we deem inappropriate from your web site without notice. We do not host Warez or illegal MP3 content.

**11.6** If you exceed your hosting package allowance you will be informed and moved onto a hosting package that is more suitable for you. Once moved to the more suitable hosting package you will be asked to pay the difference for the remaining months.

**11.7** 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 loss, theft or unauthorised disclosure of your password or other security information.

**11.8** You shall observe the procedures which we may from time to time prescribe and shall make no use of the Server which is detrimental to our other customers. You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.

**11.9** 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.

## **12. SERVICE AVAILABILITY**

**12.1** 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.

**12.2** We shall have the right to suspend the Services at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than 7 days you will be notified of the reason.

## **13. AFFILIATE SCHEME**

**13.1** The Skytemedia Affiliate Scheme is available to all Skytemedia customers and is also available to selected non-Skytemedia customers who have signed up to the scheme.

- 13.2** The affiliate scheme only applied to projects only relating to website design, development, graphic design and web hosting.
- 13.3** Skytemedia has the right to refuse a referred project without any reason in which case there would be no commission.
- 13.4** The referred client must verify that they have been referred by the Affiliate by quoting their referral code.
- 13.5** Commission for web design, development and graphic design projects is 5% of the total primary project cost and is capped at £100.00. No further commission will be redeemable from further projects with the referred client.
- 13.6** Commission for web hosting is variable and will be agreed by both Skytemedia and the Affiliate.
- 13.7** Payments to Affiliates will be made after the Client has paid the total cost of their project.
- 13.8** Skytemedia reserve the right to partially or completely cease payment to an Affiliate who is deemed to be using the Affiliate scheme fraudulently.
- 13.9** Skytemedia reserve the right to remove an Affiliate from the affiliation scheme at any time.

By agreeing to the terms and conditions set out in this document your statutory rights are not affected.

Skytemedia reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact:

Joshua Gutteridge  
info@skytemedia.com  
0800 910 1339