

Terms of Agreement

The following terms apply to all website development / design services provided by C27 Media Ltd to the Client.

1. Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

2. Charges

2.1 Charges for services to be provided by C27 Media Ltd are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days. C27 Media Ltd reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

2.2 Unless agreed otherwise with the Client, all website design services require an advance payment of a minimum of fifty (50) percent of the project on acceptance of the quotation total before the work is scheduled to start. A final charge of fifty (50) percent is required upon completion of the work, prior to upload to the server or release of materials, or after six weeks of the project commencement – whichever is sooner.

2.3 Payment for services is due by cheque or bank transfer. Cheques should be made payable to C27 Media Ltd and sent to C27 Media Ltd, Bank Chambers, Cheapside, Langport TA10 9PD. Bank details will be made available on invoices.

3 Client Review

3.1 C27 Media Ltd will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development

is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies C27 Media Ltd otherwise within ten (10) days of the date the materials are made available to the Client.

4. Turnaround Time and Content Control

4.1 C27 Media Ltd will install and publicly post or supply the Client's website by the date specified in the project proposal, or at date agreed with Client upon C27 Media Ltd receiving initial payment, unless a delay is specifically requested by the Client and agreed by C27 Media Ltd.

4.2 In return, the Client agrees to delegate a single individual as a primary contact to aid C27 Media Ltd with progressing the commission in a satisfactory and expedient manner.

4.3 During the project, C27 Media Ltd will require the Client to provide website content; text, images, movies and sound files

5. Failure to provide required website content:

5.1 C27 Media Ltd is a small business, to remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

5.2 This is why we ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%.

NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

Using our content management system you are able to keep your content up to date yourself.

6. Payment

6.1 Invoices will be provided by C27 Media Ltd upon completion but before publishing the live website. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due.

7. Additional Expenses

7.1 Client agrees to reimburse C27 Media Ltd for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

8. Web Browsers

8.1 C27 Media Ltd makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Microsoft Edge, Google Chrome, Safari etc.). Client agrees that C27 Media Ltd cannot guarantee correct functionality with all browser software across different operating systems.

8.2 C27 Media Ltd cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, C27 Media Ltd reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

9. Default

9.1 Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on C27 Media Ltd's Web space, C27 Media Ltd will, at its discretion, remove all such material from its web space. C27 Media Ltd is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay C27 Media Ltd reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by C27 Media Ltd in enforcing these Terms and Conditions.

10. Termination

10.1 Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

11. Indemnity

11.1 All C27 Media Ltd services may be used for lawful purposes only. You agree to indemnify and hold C27 Media Ltd harmless from any claims resulting from your use of our service that damages you or any other party.

12. Copyright

12.1 The Client retains the copyright to data, files and graphic logos provided by the Client, and grants C27 Media Ltd the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting C27 Media Ltd permission and rights for use of the same and agrees to indemnify and hold harmless C27 Media Ltd from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to C27 Media Ltd that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

13. Standard Media Delivery

13.1 Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by C27 Media Ltd to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

14. Design Credit

14.1 A link to C27 Media Ltd will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. The Client also agrees that the website developed for the Client may be presented in C27 Media Ltd's portfolio.

15. Intellectual property

15.1. The copyright of C27 Media Ltd and that secured from its sub-contractor, in literary, musical and artistic work, including specifications, designs, drawings, illustrations, texts, scores, photographs, films and music whether stored or displayed physically or electronically and on whatever medium, and design right in designs and goods (the Intellectual Property), in the final design chosen for implementation by the Client shall pass to the Client absolutely subject only to the restrictions in clauses 5.3, 5.4 and 5.5.

15.2. For the avoidance of doubt, all Intellectual Property Rights and any work arising from the Service that is not part of the final work selected by and delivered to the Client for

implementation or in anything used or developed within the Service (such as rights and computer programmes, systems, lists, databases, schedules, documents or otherwise) shall, unless C27 Media Ltd expressly agree otherwise in writing, remain with C27 Media Ltd and the Client shall have no interest whatsoever therein.

15.3. The Client will allow C27 Media Ltd the unrestricted right to use the Intellectual Property Rights passing to the Client in any aspects that are common placed in the design of work of the same nature as that undertaken for the Client.

15.4. The Client agrees that unless it shall first obtain with prior written approval of C27 Media Ltd, it shall not use or exploit the work created for it by C27 Media Ltd outside of the market sector and territory envisaged by the agreed brief.

15.5. Where Intellectual Property Rights in any aspect of the final selected work are reserved to C27 Media Ltd (i.e. Themes related to nationwide organisations) then C27 Media Ltd will grant to the client a non-exclusive licence therein for the purpose of using or exploiting the work for the purpose envisaged by the Specification.

16. Access Requirements

16.1 If the Client's website is to be installed on a third-party server, C27 Media Ltd must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

17. Post-Placement Alterations

17.1 C27 Media Ltd cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

18. Domain Names

18.1 C27 Media Ltd may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of C27 Media Ltd. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

19. General

19.1 These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

20. Governing Law

20.1 This Agreement shall be governed by English Law.

21. Liability

C27 Media Ltd hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of C27 Media Ltd to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

22. Severability

22.1 In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid,