

Terms and Conditions

Last Update: 25/03/2011

Preamble

All work carried out by Contact Multimedia is deemed to be carried out under the following terms and conditions which are publicly available on the company website. These apply to the exclusion of all other terms and conditions unless stated otherwise in any covering correspondence. It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client allows work to proceed and makes the initial payment then the Client will be deemed to have accepted these terms and conditions in full. These terms and conditions do not affect your statutory rights.

Definitions

In these terms “we/us/our” means trading as Contact Multimedia, registered office: 1768 Great Western Road, Unit 1-1, Glasgow, G13 2TL

“you” means the Client, whose details appear on this proposal.

The “Contract” means the agreement between you and us based on this and any supporting documentation.

The “Website” and “Software” means the services to be provided under this Contract.

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01. Variation

1.1 Contact Multimedia reserves the right to amend these terms at any time.

1.2 If you have any uncertainties about these conditions as they might apply to you or your project, it is your responsibility to clarify the situation by contacting us before the project gets under way.

02. Content

2.1 It is your responsibility to provide us with the required information about your business. Contact Multimedia take no responsibility for errors in content supplied by you for the web site. Any changes thus occasioned may be chargeable.

2.2 Unless specified otherwise, it is your responsibility to provide all necessary text and graphic materials that make up the content of the site. No refund will be made in the event that you fail to provide sufficient content to complete or change functionality the web site.

2.3 All content must be supplied in a suitable digital format unless agreed otherwise beforehand. Images should be supplied as jpeg, gif or Photoshop/Illustrator/EPS format. Text should be supplied as a Microsoft Word or ASCII text file. Failure to supply material in digital format may result in extra charges being made for processing content for use on your web site. Where the content which is provided is in a form where a sizeable amount of copywriting is required, a further charge may be made.

2.4 You grant Contact Multimedia permission to utilise logos and any other company identity for the purposes of creating the website.

2.5 You agree to indemnify Contact Multimedia from any and all claims arising from your negligence or inability to obtain proper copyright permissions for all content supplied.

2.6 A design credit with a link to the Contact Multimedia website will appear on your web site or should appear as partners with another company.

2.7 You should provide Contact Multimedia with copies of your terms and conditions and any privacy statement that you wish to be incorporated into the design.

2.8 In the event that a website is unable to be completed by Contact Multimedia because of lack of text and/or pictures, then text will be added using “lorum ipsum” filler text and pictures using appropriate library pictures. At this point the website will be considered completed and invoiced accordingly under our standard payment terms. Final text and pictures will be added when these are produced by the Client at no additional cost

03. Design & Development

3.1 We will provide you with our estimated timescale for progress and completion of the project and will use reasonable endeavours to meet those timescales (as long as you perform your obligations promptly), usually estimates are no more than +/- 15% unless major changes are made to the project task.

3.2 Any quoted dates are our best estimates only and we cannot guarantee 100% that they will be met.

3.3 We shall have no liability to you nor be deemed to be in breach of this Contract if we are delayed in performing or unable to perform any of our obligations under it due to circumstances beyond our reasonable control.

3.4 Any design or development issues will be assessed against the standard of PC based internet viewing at 1024 by 768 and 1280 by 1024 screen resolutions viewed in Internet Explorer 7+ | Firefox 3+ Chrome 10+ | Safari 5+ unless we agree otherwise in writing.

3.5 Contact Multimedia will use the most appropriate technology in the development of the site unless we agree otherwise in writing.

04. Acceptance

4.1 Acceptance procedure will be as follows:

- The timescale for the development of a project is indicated in the testing milestones/payment/sign off schedule unless changes are requested by the client that affect the original timescales.
- A URL will be provided for the Client to examine and test the website and software to make sure it functions as anticipated and in accordance with this Agreement.
- If the Client isn't satisfied with the outcome of a project, but the project meets the original requirements then it is at Contact Multimedia discretion to do additional development to reach the Clients satisfaction as long as the work is reasonably within the original budget of the project unless a separate agreement on cost and time is agreed to achieve the Clients satisfaction.
- The Client is expected to have tested that the website and software is performing to their own satisfaction and checked the source data before authorising the project to go live.
- The project will be at Contact Multimedia's discretion to be made live before the final payment has been received, most projects require payment to be made before hand and will be clearly stated at the beginning of a project.
- After launch, a thirty (30) day warranty is provided to allow for further comprehensive testing under operating conditions.
- Any further changes other than of a minor nature are then chargeable.

05. Changes Requested

5.1 If the Client requires any changes to be made to the original design and specification they must notify Contact Multimedia by email or letter

5.2 Contact Multimedia will notify the Client in a formal Change Request if there will be any charge for the additional work or delay in the project

5.3 If the Client accepts the terms of the Change Request they should notify Contact Multimedia by email or letter

06. Payment

6.1 Initial Service charges will be paid to Us by cheque or BACS with the Order, the amount as specified at the time of order. For a website, this will be 50% of the website total price. For other Services this will be the total amount.

6.2 The initial deposit for a website or other Service configuration is non-refundable.

6.3 The balance payment for a website configuration Service will be paid immediately at the training session or at a time where the website is ready to go 'live' on the internet.

6.4 Service charges for ongoing support Services will be paid to Us by standing order on a monthly or other basis as specified in the Agreement.

6.5 You will be given written notice of any change to the Service charges.

6.6 Failure to pay Us will result in termination of the Service. For a website support Service, this will result in removal of the website from the Internet or recovery of any code by any means necessary that was invoiced for and will nullify any previous agreements or non-disclosure agreements when it comes to contacting the end client to recover the code.

6.7 The balance of all fees will be invoiced at agreed stages during the project on payment "due now" terms unless otherwise stated in the agreement

6.8 If payments are not received by the due date for payment (as stated in these terms and/or invoice) you may be asked to pay us interest on the amount unpaid at the annual rate of 8% above Bank of England base rate and we'll add a £25 administration fee each month on top to cover costs of chasing up the late payments (without prejudice to any other remedy available to us).

6.9 If payments are not received by us on the due date we reserve the right to suspend all Services until such time as payment is received in full (without prejudice to any other remedy available to us) with suitable allowances then being made to any timescales.

6.10 If accounts are not settled or We have not been contacted regarding the delay, access to the related website may be denied, web pages removed or code recovered by any means necessary, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj's) being added to the clients credit rating. Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

6.11 Subsequent annual subscription or licence payments will be in advance of 30 days of the anniversary of the initial payment.

07. Ownership and Intellectual Property

7.1 You will retain ownership of copyright, trademarks and other intellectual property rights in materials that you provide to us for use in the design of your website.

7.2 All copyright, trademarks, patents created, developed, subsisting or used in or in connection with the design or development of your website will remain Contact Multimedia's property unless otherwise stated in an agreement.

7.3 All screen displays, graphics, domain names, content and the look and feel of the site developed shall be transferred to you on settlement of all outstanding sums due to us.

7.4 Contact Multimedia retains the rights to and use of any software, object code, digital programming, source code and the like developed during the course of the project. However you will be granted a perpetual, irrevocable, worldwide and royalty free transferable license for the use of this facility, however only for the single client it was originally intended for, if you wish to own the source code please ask Us about the additional fees for the project. This may be subject to the continuing payment of any fees agreed as part of the Services to be provided under this agreement.

7.5 If Contact Multimedia is bundling or using any prior intellectual property that it owns and of which it wishes to retain ownership you will be granted a perpetual, irrevocable, worldwide and royalty free transferable license for the use of this facility, however only for the single client it was originally intended for. This may be subject to the continuing payment of any fees agreed as part of the Services to be provided under this agreement.

7.6 Contact Multimedia will not transfer rights in any design or software work owned by a third party.

08. Hosting and Domain names

8.1 Contact Multimedia will normally arrange hosting for the website and the annual subscription for this will be included in the initial quotation for the design.

8.2 FTP access details to your website files can be issued on request, but will nullify any free support given.

8.3 Contact Multimedia accepts no responsibility for web server downtime or interruptions to service caused by circumstances beyond our control.

8.4 Contact Multimedia will advise Clients on selecting domain names and register these for them as

requested at current rates, but cannot guarantee a certain name will be available.

8.5 Contact Multimedia may make a charge of £75 for any administrative work associated with hosting or domain name transfers into or out of our facilities.

8.6 Renewals are made automatically unless we are notified in writing 28 days in advance, but please note we accept no responsibility if a domain fails to be re-registered.

8.7 Website hosting is payable annually, in advance and is non-refundable. Hosting will be invoiced one month in advance and is due in the first month of each annual hosting period and is for a minimum period of 12 months.

8.8 Where payment for hosting is not made by the due date, Contact Multimedia reserves the right to remove the website from the internet. Alternatively Contact Multimedia may discretionally leave the website in place but with Google AdSense running on the home and other pages until such time as payment is received or Contact Multimedia is requested to remove the website entirely from the internet after payment has been made.

09. Email

9.1 If Contact Multimedia are responsible for arranging hosting then POP3 email accounts will be provided on the domain within the quoted costs (As an alternative forwarding to an existing email account elsewhere can be arranged).

9.2 You will be given the appropriate user name and password details for each account and the incoming mail server name, along with basic written instructions for setting up the account in Outlook or Outlook Express or Mac Mail.

9.3 Contact Multimedia may not keep records of passwords for security reasons

9.4 Requests for changes to user/password combinations may be made by email or telephone and will be completed within 24 hours.

9.5 Contact Multimedia accepts no responsibility for email server downtime or interruptions to service.

9.6 Email accounts must not be used for “spam” emailing operations. If this is found to be the case Contact Multimedia have the right to close the account without warning.

9.7 Once initially set up and operational, Contact Multimedia is not responsible for subsequent problems caused by the operating system of your computer. If you need to contact Us for such support this is normally chargeable at £1.00 per minute.

10. Promotion

Where Contact Multimedia undertakes promotion of the website through Search Engine placement no guarantee is given that rankings can be achieved on particular Engines. Resubmission will take place as and when we deem appropriate and may vary in frequency depending on the level of maintenance updates undertaken.

11. Warranties.

11.1 Contact Multimedia warrants that commencing from the date of acceptance by the Client and continuing for a period of thirty (30) days that the website and software substantially conforms to the Specification and the Scope of Works and is substantially suitable for the purposes for which it was designed. The terms of the Warranty are that during this period any errors or omissions from the Specification or the Scope of Work will be rectified by Contact Multimedia at no cost to the Client. The Warranty does not apply if the website and software has not been operated in accordance with the

instructions given by Contact Multimedia.

11.2 Contact Multimedia makes no warranty that the website and software is totally error free or that the Client will be able to operate the website and software without any problems or interruptions caused by unforeseen problems or untested scenarios.

11.3 Contact Multimedia makes no further warranties of any kind, whether express or implied, for the services it provides. Contact Multimedia also disclaims any warranty of merchantability or fitness for any particular purpose other than that covered by the thirty (30) day Warranty.

11.4 Due to the continual development of new techniques for intruding upon and attacking Internet based systems, Contact Multimedia cannot warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack. No liability will be accepted for the loss, corruption or theft of personal or financial information caused by deliberate and malicious intrusion or attack.

11.5 Contact Multimedia will not be responsible for any direct, indirect or consequential damages that may result from the use of its services, including loss of data resulting from delays, non-delivery or interruption in service. You acknowledge and agree that Contact Multimedia cannot guarantee the absence of service interruptions caused by Acts of God or other circumstances beyond our control.

12. Support

12.1 Contact Multimedia will provide telephone and email support for services we provide to you during normal office hours. Out with these times support by email only is available with a 48 hour response unless otherwise agreed in a separate Service Level Agreement.

12.2 Problems with the operating system and software on your own computer and your Internet connection are specifically excluded from this agreement.

13. Reservations

13.1 Contact Multimedia reserves the right to withdraw services at any time without prior notice. In such circumstances Contact Multimedia will help arrange alternative hosting and support services to ensure the ongoing hosting and functionality of the Client's website.

13.2 Contact Multimedia also reserves the right to use the Client's trademarks, logos, service marks or feature customer websites and testimonials in future promotions without seeking prior consent.

14. Covenants

14.1 Contact Multimedia will comply with all applicable laws in connection with its activities.

15. Disputes

15.1 In the event of a dispute it shall be determined by an arbiter appointed by joint agreement between Contact Multimedia and the Client or, failing agreement, to be nominated by the President of the Law Society of Scotland.

15.2 The decision of the said arbiter shall be final and binding on the Client and Contact Multimedia and no appeal shall be competent under the Administration of Justice (Scotland) Act 1972.

15.3 This Agreement is subject to the laws of Scotland.

16. Indemnity

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

17. Liability

17.1 Our total liability to you in contract or in tort arising in connection with this Contract shall not exceed the total price paid by you.

17.2 We shall have no liability for loss of profits, business, revenue, goodwill or anticipated savings or for any other indirect or consequential loss.

18. Standard charges

In the absence of agreed rates the following will apply for additional work:

- Clerical or data entry activity £30 per hour per person
- Design or development activity £56.25 per hour per person
- Senior management/consultant £75 per hour per person
- Travelling and subsistence on a costs as incurred basis
- General Support £56.25 per hour per person

These costs will be calculated in increments of 30 mins minimum.

19. Cancellation

If you wish to cancel your contract you are required to do so by registered post giving 60 days notice and cancellation will only be effective on receipt of such notice. If the design and development is not complete you will be required to pay the balance of our costs to date and loss of profit for the entire design & development. No refunds will be made for any part of any annual hosting and maintenance subscription remaining.

In the event of cancelling your contract, your website will be taken offline the day after the contract expires. Once all sums due have been settled, Contact Multimedia will cooperate with the smooth transfer of hosting of the domain and pass over ownership of any website files as requested unless we own the rights.