

Terms and Conditions

These terms and conditions are applicable to all projects and services that are undertaken by Power Design and Media Limited.

1. Acceptance.

A copy of these terms and conditions have been supplied along with project proposals and must be agreed prior to work commencing. Alternatively, payment of an advance fee, deposit or any payment is an acceptance of our terms and conditions. These terms and conditions are always available upon request.

2. Charges.

All Quotations are valid for a period of 30 days unless alternate timescales have been agreed beforehand with the Client. Power Design and Media Limited reserves the right to alter or decline to provide a quotation after expiry of the valid timescale.

All projects will require an advance payment of fifty (50) percent of the project quotation total before work will commence (unless an alternative payment plan has been discussed). The remaining balance of the project quotation total will be due on a date agreed by both the customer and Power Design and Media Limited. Charges for web development do not cover the release of Graphic source files, Flash files or Website Source Code; if the Client requires these items, then a separate quotation can be prepared.

3. Client Review.

Power Design and Media Limited will provide the Client with an opportunity to review the appearance and content of the Website during the design and development process and once they are completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies Power Design and Media Limited otherwise within ten (10) days of the date the materials are made available to the Client.

4. Project Schedule and Content Control.

In the majority of projects, Power Design and Media Limited will install and publicly post or supply the Client's Website by the date specified in the project proposal. If no such date is specified, the timescale shall be within 180 days of the date initial payment is received from the Client, unless a delay is specifically requested by the Client and agreed by Power Design and Media Limited. An alternate timescale can be agreed during the initial project discussion. In return, the Client agrees to delegate a single individual as 'first-point-of-call' to aid Power Design and Media Limited with completing the project in a satisfactory and expedient manner. During the project, Power Design and Media Limited will require the Client to provide copy and images. If content is not provided within four (4) weeks of an official request by email, then Power Design and Media Limited reserves the right to advise the Client of a revision to the final payment fee based on new or revised pricing schedules that may be introduced from time to time. If content is not provided within eight (8) weeks from the original email request then the Client is considered to be in default of the project, the project will be terminated and the Client sent the final invoice for immediate payment. Power Design and Media Limited will agree at its discretion to recommence the project after agreement is reached on a new quotation document and once the original fees have been paid.



5. Payment.

Invoices will be provided by Power Design and Media Limited upon completion of the work for Web Development and Design and any associated services. Invoices are sent via email. Invoices are due within three (3) days of receipt after which a reminder will be sent to the Client. If the invoice has not been settled after ten (10) days, then Power Design and Media Limited will consider the account to be in default.

6. Default.

If the Client in default has any information or files on Power Design and Media Limited's web space, Power Design and Media Limited can at its discretion, remove all such material from its web space. Power Design and Media Limited 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 incur 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 Power Design and Media Limited reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Power Design and Media Limited in enforcing these terms and conditions.

7. Termination.

Termination of the project/service ('s) by the Client must be requested in writing and 30 days' notice must be given. Telephone requests for termination of services will not be honoured unless confirmed in writing either by email or post. The Client will be invoiced for any work completed to the date of first notice of cancellation for payment in full within fourteen (14) days. All clients should send their confirmation of cancellation to the following address: Power Design and Media Limited via e-mail: info@powermedialtd.co.uk

8. Copyright.

The Client retains the copyright to data, files and graphic logos provided by the Client and grants Power Design and Media Limited 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 Power Design and Media Limited permission and rights for use of the same and agrees to indemnify and hold harmless Power Design and Media Limited from any and all claims resulting from the Client's negligence or inability to obtain the correct or the required copyright permissions. A customer agreement for website design and/or other services shall be regarded as a guarantee by the Client to Power Design and Media Limited that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

9. Media Delivery Requirements.

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in an electronic format and that images and video shall be of sufficient quality in order to be placed on a website, lack of quality in a video or image and use of said images/videos is at the Client's discretion. The specific requirements will be discussed and agreed with the Client prior to commencement of the project.



10. Access Requirements.

If the Client's Website is to be installed on a third-party server, Power Design and Media Limited must be granted temporary read/write access to the Client's storage directories and those directories must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

11. Post Project Alterations.

Power Design and Media Limited cannot accept responsibility for any alterations caused by the Client or a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions. Power Design and Media Limited may require a one-off payment before resolving any issues that may arise.

12. Third Party Services.

Power Design and Media Limited may require the usage of third-party services – for example, credit card processing – to complete the Client's project requirements and will ensure these services are integrated into the project and working correctly upon completion. Power Design and Media Limited cannot be held responsible for subsequent changes or issues with these third-party services that may result in issues on the Client's website and may require a one-off payment before resolving any problems that may arise.

13. Domain Names and Hosting.

Power Design and Media Limited may purchase domain names or install hosting on behalf of the Client, in which case they will then be renewed on an annual basis and the Client will be invoiced by Power Design and Media Limited. Domains ending in .co.uk are automatically renewed. In this case, the Client must notify Power Design and Media Limited that they do not wish to keep the domain thirty (30) days before the expiration date. Power Design and Media Limited cannot accept responsibility for the loss or cancellation of a domain name, brought about by none or late payment. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

Domain names transferred to Power Design and Media Ltd remain the intellectual property of the Client however; any and all charges for the renewal or said domain name will be paid for by the Client.

14. General.

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. Any form of payment is an acceptance of our terms and conditions.

15. Governing Law.

This Agreement shall be governed by English Law.

