

By placing an order with Netgems Media Ltd, you confirm that you agree to with and are bound by the terms and conditions below. These apply to website design clients of Netgems Media Ltd or any of it's other related trading names including but not limited to: Dutton Media, EX Digital, Vaping World, Bathroom Home, Clark Digital and TR11 Media.

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1. Website Design

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, Netgems Media Ltd cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of Netgems Media; upon full payment the client will have the right to use the products of Netgems Media as applicable.

Any scripts, CSS, HTML, cgi applications, php scripts, or software (unless specifically agreed) written by Netgems remain the copyright of Netgems and may only be commercially reproduced, resold, edited or otherwise manipulated by the client or a third-party with the permission of Netgems.

Netgems cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to the brief will be carried out at the discretion of Netgems and where no charge is made by Netgems for such additions, Netgems accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to Netgems all materials required to complete the site to the agreed standard and within the set deadline.

Netgems will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Netgems will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner.

Netgems will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

Netgems will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

A deposit of 50% is required with any project before any design work will be carried out.

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non-payment will result in legal action being taken if necessary.

2. Hosting Payment Policy & Billing Procedures

Setup fees are charged for all new accounts that are paid monthly and major account changes and are non-refundable. All pricing is guaranteed for the term of pre-payment. Netgems Media Ltd reserves the right to change prices at any time. Payment is due each anniversary month or period following the date the account was established. If 10 days have passed and payment has not been posted, the account will be suspended until further notice. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies Netgems to request termination of services.

3. Payment of Accounts

A deposit is required from any new client before any work is carried out. It is the Netgems policy that any outstanding accounts for work carried out by Netgems or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with Netgems.

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or Netgems have not been contacted regarding the delay, access to the related website may be denied and web pages removed, 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 client's 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.

4. Passing of Rights

Once all outstanding balances have been paid and cleared you are assigned the rights to use, as applicable, the products and services, including, the website which consists of some or all of the following elements; the text, graphics, animation, audio components and digital components contained within the finished website, in accordance with these terms and conditions, but no rights of ownership are conveyed unless specifically stated in a contradictory prior written agreement.

No such rights as described in the above will pass until all amounts due to us from you are paid. This means that we will have a lien over any service, products, data or information. If you have not paid the invoice in full within 2 months from the date of the invoice you agree that you will forfeit your rights.

The rights to photographs, graphics and any third-party items such as source code, always remain the property of their respective owners.

Unless you have our specific written agreement to the contrary, all products, including content management systems, interfaces, navigational devices, menus, menu structures or arrangements, icons, help, all operational instructions, scripts, cgi applications, software, programming/source code, and all other components of any source or object computer code that comprises the website, all literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the content and design elements used or developed and all software, and our products and results of our services remain our property and we retain full ownership rights and all intellectual property rights. You specifically agree not do anything that may in any way infringe upon or undermine our rights, title, or interest in the website or our products and services. This includes, but is not limited to, any sale, transfer or gift of the whole or of any part of any item, data or anything whatsoever that we own. You fully understand that we may reproduce, reuse, develop and use in any other way we choose, anything within our ownership.

You or any other party shall not edit, copy or in any way alter the website without our explicit agreement.

5. Cancellation

If the client decides to cancel their relationship with Netgems Media Ltd, the client will promptly notify Netgems of their decision. Hosting costs will continue to be accrued until this notification is received. If hosting costs are not paid in full Netgems reserve the right to remove any files from our servers, which may not be recoverable. We will give the client 30 days notification before removing files, to allow time for the client to either resume service or confirm cancellation of services. Netgems are under no obligation to provide the client with a copy of the website should the client wish to transfer hosting or development services.

6. Complaints Procedure

Informal procedure

Anyone who experiences a problem with their web service provided by Netgems should raise the matter directly using our online contact form or emailing support@netgems.co.uk, giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint.

Netgems will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to Netgems, who will acknowledge receipt and ensure that the matter is investigated as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.