

BUZZLITE TERMS & CONDITIONS OF BUSINESS

DEFINITIONS

1. 'Buzzlite' is a division of The Buzz Agency.
2. The 'project' is the work undertaken or service provided by Buzzlite, for the client, at their request and on receipt of a signed confirmation order.
2. The 'client' is a person, persons, business or organisation utilising any of the services of Buzzlite.
3. 'going live' means the date the website is activated and placed on the world wide web under the client's chosen domain.
4. 'domain' is the url or website address as specified by the client.
5. 'hosting' is a yearly cost to keep the clients website activated online.
6. 'Content' is both text and images that the client requires on their website.

TERMS & CONDITIONS OF BUSINESS

1. The contract between Buzzlite and the client will be based on the following conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing 30 days prior to any variations taking effect.
2. All charges as laid down in the quote including cost estimates and prices provided by Buzzlite are valid for a maximum period of 30 days.
3. The client will be liable for all fees during any such time when any services have been discontinued or suspended due to failure on the client's part to comply with the terms and conditions as detailed.
4. All accounts are payable before delivery of final artwork or uploading of final files to live sites.
6. Any sums not paid on the due date shall be subject to an interest charge at the rate of 4% per annum above the base rate of Bank of Scotland PLC, from time to time, compounded monthly on all accounts overdue until payment thereof such to run from day to day and to accrue after as well as before any judgment.
All intellectual property rights remain under copyright to Buzzlite unless otherwise agreed in writing between both parties [Buzzlite and the client]. Buzzlite are under no obligation to pass any materials, files, hard copy of information onto any third party.
7. Charges must be paid without any set off, counter claim or deduction unless agreed in writing between Buzzlite and the client.
8. Buzzlite reserves the right to charge urgency fees for turnaround within 3 working days.
9. Agreed costing is conditional on the client supplying all relevant data required for initial website stage or completion deadline agreed within 10 working days of confirmation of order. Buzzlite reserves the right to revise costing if that condition is not met in line with charges applying at the relevant time.
10. No final artwork or files will be delivered until final invoices are paid in full. Cheque payments will involve a clearance period before files are supplied or uploaded. Delivery being: supply of final artwork digital files to printer or on disk or via email or uploaded to nominated ISP. Construction files or code files or script files remain the property of Buzzlite.
11. Any liaison with ISP or printer will be charged at standard hourly rate for digital work of £65.
12. Quotations and proposals must be accepted in writing by letter, fax or email, or by signing the approval to proceed form. Acceptance of the quotation or proposal must be accompanied by a 50% deposit unless otherwise agreed with Buzzlite.
13. Deposits can be made by cheque, cash or direct bank transfer.
14. Design work will not commence until the deposit has been received and cleared. All design and layout pre and post construction remains the property of Buzzlite unless agreed otherwise in writing.
15. Buzzlite reserves the right to recover all costs associated with recovering unpaid invoices, including legal and administrative costs.
16. Buzzlite reserves the right to recover intellectual property in cases where there is non-payment by any means it sees fit.
17. Buzzlite reserves the right to revise or alter initial quotes based on changes in website charges or additional work provided by the client in addition to quote provided.
18. We would ask that the client keep in contact with Buzzlite throughout the entire project. We will make up to 5 attempts to contact the client via the email address provided or by telephone. If, however, we fail to obtain a response to these attempts, the project may be terminated and the deposit is non-refundable.
19. All images sourced and/or purchased by Buzzlite are strictly for use by Buzzlite for that determined client and under copyright law and license agreement, any such images cannot be used by or passed on to third parties. Buzzlite are not liable for misuse of these images by the client or any person's copying, altering or distributing to individuals, organisations or third parties.
20. Buzzlite reserves the right to suspend any services in any case where the Client fails to perform their obligations under this agreement. If payment for services is not received within the terms of payment stipulated by us, websites may be removed from 'live' status until payment is confirmed.

HOSTING

1. If the domain name was purchased by the client independently, the responsibility to renew the domain name lies with the client. If the domain name expires whilst under ownership by the client, Buzzlite cannot be held liable. If the domain name is transferred to Buzzlite, acting as administrator, on behalf of the client, or Buzzlite has purchased the domain name on behalf of the client, then the domain will be renewed automatically and an invoice for the renewal amount plus an administration fee will be issued to the client.
2. Any domains held independently by clients and not renewed on date of renewal may result in the domain name being made available to the public for purchase and Buzzlite cannot be held liable for this. Transferal of domain names to Buzzlite may incur an administration fee.
3. Renewal of hosting is due annually. The date of renewal will be determined on the initial invoice for Hosting Services. Buzzlite will renew the hosting automatically and invoice the client 30 days prior to renewal date to allow clearance of any payments and the hosting services to be continual and without disruption.
4. All charges for the renewal of hosting must be received prior to the hosting expiry date. Buzzlite reserve the right to de-activate any website where the hosting has expired or the client has reneged on any agreed hosting charges or has not paid the renewal charge. In such a case Buzzlite will charge an administration fee for re-activating the website and hosting.
5. If the client is not using Buzzlite hosting services then all responsibility for the management and hosting of the domain name remains with the client.

CONTENT OF WEB PAGES

1. The client will be solely responsible for any proofreading of content for their website unless an alternative arrangement has been agreed by Buzzlite.
2. It is the client's responsibility to ensure that the website meets with their requirements. Buzzlite make no representations to the client concerning the content or functionality of their website.
3. If the client provides Buzzlite with material, photographs, images, film, data or information to be used in any form, the client must recognise and hereby warrant that these do not infringe the copyright of third parties and indemnify Buzzlite against any action taken against Buzzlite by any such third party.
4. The client must agree not to infringe the copyright trademark, privacy, personal or proprietary rights of third parties, or supply abusive, libelous or obscene material or disparage the products or services of any third party.
5. Buzzlite hereby undertake to not knowingly infringe the rights of third parties in activities conducted on the client's behalf.
6. It is acknowledged that websites cannot be guaranteed to be 100% error free in construction therefore the existence of errors falling short of a complete failure of consideration in the site shall not constitute a reason to terminate this agreement.

INTELLECTUAL PROPERTY

1. All creation files remain the property of Buzzlite.
2. Buzzlite retains the copyright in and the right to use all artwork created in advancing the profile of Buzzlite and to be recognized for design work created by Buzzlite.

TERMINATION & CANCELLATION

1. Any cancellation of an agreed proposal or quotation must be given to Buzzlite verbally and in writing.
2. Once any design work has commenced the deposit is non refundable. Any costs incurred by Buzzlite on the cancellation of the project by the client, over and above the deposit, will be invoiced and payment due immediately.
4. If design work has been agreed and the project is cancelled by the client, however design work has not yet commenced, a termination fee of 20% of the agreed quotation will apply.
5. Any work in progress can be postponed at the clients request but must be done in writing. All outstanding costs to date will be invoiced to the client and will be payable immediately.
6. Any project postponed in accordance with item 5 will be restarted and completed in accordance with the clients instructions, however if the time span of postponement has been significant, Buzzlite reserve the right to revise the costs. No work will start until the client has agreed in writing.
7. Buzzlite will be entitled to cancel any agreement with you where you become insolvent, enter into voluntary arrangements with creditors, enter receivership or cease trading for any reason; this will be done without prejudice. Amounts owing will be invoiced and payment will be due immediately.

LIMITATION OF LIABILITY

1. This warranty is the only warranty given by the company and specifies the entire liability of the company including liability for negligence and in particular but without limitation all statutory or other express implied or collateral terms, conditions or warranties are excluded. Buzzlite will not accept liability for any loss or damage, whether direct or indirect consequential loss or damage, however caused whether by negligence or otherwise, which may be suffered or incurred with respect to the service.