

General Terms & Conditions

Incorporating

Website, Design & Development Conditions

MDK Web & Media Ltd (“MDK Web & Media”, “the company”) Website Design & Development Services ("Services") is the building of a website and/or subsidiary items and services including website updates and additions to a customers specific requirements or specification. This includes all or part of the following: the taking of a brief from a customer in order to obtain the relevant details and required specifications for the website; the preparation of a website design and associated graphics (like logos) for approval by the customer; the building of the actual website and the construction of any associated parts; finally the handover of the website to the customer ready for hosting and promotion (by either MDK Web & Media Ltd or using the customers own contractor(s)).

For full details of the Services provided by MDK Web & Media Ltd, see www.mdkwebmedia.co.uk.

These terms and conditions apply to the design and construction of a website by MDK Web & Media Ltd – by placing an order with MDK Web & Media Ltd you agree to both the acceptance of these terms and conditions as well as being bound by the terms and conditions written within. If you do not accept these terms and conditions, you must refrain from placing an order with MDK Web & Media Ltd.

By placing an order, you agree to be legally bound and to abide by these terms and conditions, just as if you had signed this Agreement. If you do not comply with the terms and conditions, MDK Web & Media Ltd may terminate your order at any stage and a surcharge may be invoiced for any work carried out up to the point of termination.

1. In order to begin work on a website, poster design or otherwise, the customer may be required to pay up to 25% of the estimated cost as a deposit for MDK Web & Media Ltd to begin a commission. This is solely dependant on the size/nature of the website / commission and is at the sole discretion of MDK Web & Media Ltd. The customer will then provide MDK Web & Media Ltd with any material and information that the website may require (company graphics, logo, images, fonts, etc.).
2. MDK Web & Media Ltd reserve the right to refuse to construct a website that we may judge as unfit due to content or otherwise. This includes but is not limited to, sites containing adult oriented material such as pornography, sites that promote hatred towards persons belonging to any ethnic group, religion or sexual orientation, sites which provide methods for circumventing copy protection ('warez sites') and sites that infringe copyright or are contrary to UK laws.
3. It is the customers sole responsibility to ensure that the content of their website to be built by MDK Web & Media Ltd does not infringe condition 2 above. MDK Web & Media Ltd strongly recommends that you consult with MDK Web & Media at the outset to ensure your website's material does not contravene these terms and conditions.
4. If following the acceptance of a commission by MDK Web & Media Ltd the customer requests for material to be introduced into the site that contradicts condition 2 or if contradictory content is added to the site without the company's knowledge, MDK Web & Media Ltd reserve the right to withdraw our services and any costs incurred invoiced to the customer.
5. The acceptance of a commission shall be deemed as a contractual agreement between the customer and MDK Web & Media Ltd and will also confirm the customer's acceptance of MDK Web & Media Ltd Terms & Conditions.
6. MDK Web & Media Ltd cannot always guarantee to start work immediately on a commission but will arrange a date with the customer when work can commence.
7. All materials, both text and images, supplied by the customer and used in the construction of the customer's website, will remain the customer's property. All such material will be assumed to be the property of the customer and free to use without breaching copyright laws. Under no circumstances will MDK Web & Media Ltd be held liable for any breach of copyright laws from the use of the customer's materials.
8. The copyright for all material provided by MDK Web & Media Ltd, such as HTML code, graphics, photographs and text, will remain the property of MDK Web & Media Ltd until such

time as payment has been made in full whereupon they will become the property of the customer.

9. In the event of Dynamic code being used, for example Perl Script, PHP, Ruby, Java or Java Script, the original structure of the code will remain the property of MDK Web & Media Ltd at all times.
10. MDK Web & Media Ltd makes every effort to design pages that display acceptably in the most popular current browsers, but cannot accept responsibility for pages that do not display acceptably in new versions of browsers released after pages have been designed or within browsers that are not commercially available or considered widely used by the target audience.
11. MDK Web & Media Ltd, on request (and at additional cost) will submit a customer's website to several of the major search engines as part of the design commission.
12. MDK Web & Media Ltd does provide a dedicated Website Submission Service to promote customer's Websites (see additional Search Engine Optimisation (SEO) Terms and Conditions). This service has a monthly fee plus an initial set up fee for a minimum service period of 3 months. MDK Web & Media Ltd will make every reasonable effort possible to promote a customer's website effectively but we are unable to guarantee high placing in search engine results as the methods and criteria's employed by the search engine companies are constantly changing.
13. Where we have designed or developed a major part of an online interface (website, web app etc) we appreciate a footer link such as 'Designed by', 'Developed by', or 'Hosted by' MDK Web & Media Ltd, whichever is the most appropriate. For print marketing materials a design by MDK Web & Media Ltd attribution or logo is appreciated. This is compulsory unless otherwise agreed in the outset.
14. MDK Web & Media Ltd can accept no responsibility or liability if any search engine, online directory or search site, submitted to as part of a website's promotion, chooses not to list a customer's website or indeed invalidates the customer's site.
15. During the construction process, MDK Web & Media Ltd will normally place the customer's website onto a temporary URL in order that the customer may view and comment upon the website's progress. This address is not to be used for public viewing or promotion of the customer's website. Under no circumstances should material be downloaded from this location without the express written consent of MDK Web & Media Ltd.
16. When both MDK Web & Media Ltd and the customer agree that the website meets the criteria agreed during the commissioning process (see additional Website Development agreement), MDK Web & Media Ltd will invoice the customer for the full amount due for the commission. On receipt of payment, MDK Web & Media Ltd will publish the website onto the Internet under the customer's domain.
17. Whilst every care is made while building your website, MDK Web & Media Ltd cannot be held responsible for incorrect items or errors on a website. It is the Customer's responsibility to check and proof read all elements of your website pre and post going live, this includes but is not limited to: copy, quotes, strap lines, menu items, email addresses, telephone and fax numbers, postal addresses etc. MDK Web & Media should be notified in writing of any such errors immediately prior or post going live so they can be corrected.
18. Because of the nature of email addresses and the many ways that accounts can be set up, it is the Customer's responsibility to ensure that all email addresses and links are working correctly and that test emails are being retrieved by their respective account inboxes. MDK Web & Media Ltd cannot be held responsible for incorrect email addresses and links on a website. MDK Web & Media should be notified in writing of any such errors immediately prior or post going live so they can be corrected.
19. If at any point during a commission a customer wishes to cancel, they may do so however MDK Web & Media Ltd reserves the right to invoice a cancellation fee of up to 25% of the price quoted by MDK Web & Media Ltd or development time spent on the commission at our standard rate, whatever is the greater. If a 25% deposit has been paid, MDK Web & Media Ltd reserves the right to deduct any development costs from this amount. In the event of the current development costs being higher than the 25% deposit, an invoice will be sent to the customer for the amount outstanding.
20. If during Website development, the customer does not supply the content required in order to complete the commission within a reasonable amount of time, MDK Web & Media Ltd will consider that the customer wishes to cancel the commission, in these circumstances condition 19 will come into affect.

21. In the event of a website being commissioned with a managed Google Adwords account (or any other monthly invoiced service), monthly payments will begin immediately following handover of the site unless a delay has been caused solely through the fault of MDK Web & Media Ltd.
22. MDK Web & Media Ltd expects payment by cheque, bank transfer or cash within 28 days or by the date on the invoice (whichever is sooner). Failure to pay within this period may result in your website being removed from the Internet without notice and a £35 administration charge will be levied to reinstate any website taken down from the Internet for non-payment reasons.
23. In the event that a payment plan has been set up between MDK Web & Media and the customer, MDK Web & Media will require the customer to pay each instalment so that the funds are received and cleared by our bank on the agreed date by cheque, bank transfer or cash. Failure to pay your instalments on the agreed dates may result in your website being removed from the Internet as per condition 20.
24. Any payment returned by the bank will incur a £35 administration charge. This will be invoiced and added to the total outstanding owed by the customer.
25. We reserve the right to charge interest on late payments in accordance with "Late Payment of Commercial Debts (Interest) Act 1998" – a copy of this act can be obtained from: www.opsi.gov.uk/ which may include the reference rate + 8% of the amount due. Where £10 a week is a greater amount or the customer is a private individual then the £10 per 7 day week will be charged and billed to the customer.
26. MDK Web & Media Ltd does not undertake to maintain or update a customer's website as part of the design commission. If a customer wishes MDK Web & Media Ltd to maintain or update a website as a separate commission, MDK Web & Media Ltd will negotiate with the customer a maintenance contract appropriate to the amount of work required. Website maintenance may also be undertaken on a time and materials basis if the customer so wishes, at a standard rate of £19.50 per hour.
27. MDK Web & Media Ltd reserves the right to charge for Technical Support given over the telephone at our standard rate.
28. MDK Web & Media Ltd reserves the right to alter prices at any time without notice. If a customer has commissioned any services from MDK Web & Media Ltd prior to a change in prices, that commission will not be subject to any increase, but any subsequent commission or site maintenance may be subject to the increase.
29. MDK Web & Media Ltd reserve the right to withdraw our services at any point if it is deemed by MDK Web & Media Ltd that the customer is in breach of these Terms and Conditions and any costs incurred invoiced to the customer.
30. Should a customer wish to cancel any product or service purchased from MDK Web & Media Ltd, written confirmation will be required at least 30 days in advance of cancellation.
31. Whilst MDK Web & Media Ltd tries to ensure that all of our products and services meet the high standards expected by our customers there may be certain times when we may be unable to meet them, these are but not limited to: Force Majeure- where there are circumstances beyond our control e.g. Acts of God, strikes, lock outs, accidents, war, acts of terrorism, alien landings and other such events beyond our reasonable control.
32. In any such event as detailed in condition 31 MDK Web & Media Ltd shall try to resolve any such problem insofar as it is possible.
33. You attest that you are of legal age to enter into this agreement. You acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated the desirability of the service and are not relying on any representation agreement, guarantee or statement other than as set forth in this agreement.
34. Each of the Clauses of these Terms and Conditions shall be construed separately (unless otherwise stated) and independently of each other. Invalidity of any one part shall not affect the validity of any other part.
35. In any event, MDK Web & Media Ltd shall not be liable under, or in connection with these terms and conditions in contract, tort, negligence, pre-contract or other representations or otherwise for any damages or consequential loss whatsoever.
36. The provision of this clause 36 shall be construed separately, applying and surviving even if for any reason one or all of the other clauses within these terms and conditions are deemed inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of our agreement.

37. The laws of England shall govern this agreement and you agree to submit to the exclusive jurisdiction of the English courts.

38. Your statutory consumer rights are unaffected by these terms and conditions.

MDK Web & Media Ltd reserves the right to change or modify any of the terms and conditions contained herein.

If you have any complaints or comments about these Terms and Conditions or about the quality of service you have received from MDK Web & Media Ltd, please e-mail us or write to us stating the full nature of your complaint. We take customer satisfaction very seriously and will investigate your complaint promptly and thoroughly.

MDK Web & Media Ltd
22, Callis Street
Clare, Suffolk
CO10 8PX

Email: support@mdkwebmedia.co.uk