



## TERMS AND CONDITIONS

### VERSION 6 – 1<sup>st</sup> May 2016

All services provided by St Albans Digital Media Limited Trading as FL1 Digital (FL1) are subject to the following terms and conditions:

#### 1.0 General

- 1.1 All prices quoted exclude VAT.
- 1.2 Invoices will normally be issued electronically. If the customer wishes to receive hard copy invoices this must be requested in writing.
- 1.3 Invoices are due for payment within 15 (fifteen) days. Accounts that remain unpaid after 30 (thirty) days, unless agreed prior to work commencing, from the invoice date may incur a service charge of £25 or 1.5% (one and one-half percent) of the invoice amount, whichever is greater.
- 1.4 FL1s preferred method of payment is by bank transfer. FL1 may make an additional charge for payments not made by bank transfer, to reflect the increased cost of processing such payments.
- 1.5 FL1 reserve the right to charge a 2.5% surcharge for all payments made by Credit/Debit card.
- 1.6 Accounts that remain unpaid 40 (forty) days after the date of invoice will be considered to be in default. In such circumstances FL1 reserve the right to suspend access to any Customer information held or maintained by FL1. A charge may be incurred by the Customer for reinstating access to such Customer information.
- 1.7 Where accounts remain unpaid 60 (sixty) days after the date of the invoice, FL1 reserve the right to permanently delete or remove any and all Customer information (including domain names) maintained by FL1. FL1 is not responsible for any loss of data incurred due to the removal of the service, including the loss of a domain name. Removal of such material does not relieve the Customer of the obligation to pay any outstanding charges on the Customer's account.
- 1.8 Cheques returned for insufficient funds will be assessed a return charge of £25 and the Customer's account will immediately be considered to be in default until full payment is received.
- 1.9 Customers with accounts in default agree to pay FL1 reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by FL1 in enforcing these Terms and Conditions.
- 1.10 Where the value of the work to be carried out by FL1 is less than £395 full payment will normally be required in advance.
- 1.11 Where the value of the work to be carried out by FL1 exceeds £395, we reserve the right to request phased payments. In these cases we will normally request 50% of the total estimated cost before work commences, 40% at a mid-stage of the project and the remaining 10% upon receipt of the customer's signed approval that the project has been completed to their satisfaction.
- 1.12 FL1 accepts no liability for loss or damage caused by any work carried out by FL1. Although our work is fully tested, we take no liability for loss of service or business caused by faults within our software, any external software or any 3<sup>rd</sup> software, supplier or service.
- 1.13 Design and structure proofs will be provided to the customer for approval. Development work will only commence once approval has been given and the design concept signed off by the customer. Significant changes to the design or structure requested after the initial design sign-off will be subject to an additional charge.
- 1.14 FL1 will not carry out any work that may increase the quoted price without notifying the customer beforehand, and obtaining approval for any additional charges.



- 1.15 Quotations are valid for a period of 30 (thirty) days. FL1 reserves the right to alter or decline to provide a quotation after expiry of the 30 (thirty) days.
- 1.16 Instructions by the customer to terminate the services must be made in writing and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Customer will be invoiced for any work completed to the date of first notice of termination.
- 1.17 The Customer retains the copyright to data, files and graphic logos provided by the Customer, and grants FL1 the rights to publish and use such material. The Customer must obtain permission and rights to use any information or files that are copyrighted by a third party. The Customer is further responsible for granting FL1 permission and rights for use of the same and agrees to indemnify and hold harmless FL1 from any and all claims resulting from the Customer's negligence or inability to obtain proper copyright permissions. Acceptance of these Terms and Conditions shall be regarded as a guarantee by the Customer that all such permissions and authorities have been obtained. FL1 reserve the right to request evidence of permissions and authorities obtained by the customer.
- 1.18 These Terms and Conditions supersede all previous representations, understandings or agreements. Acceptance of a quotation and or payment of an advance fee constitute agreement to and acceptance of these Terms and Conditions.
- 1.19 FL1 reserve the right to alter these Terms and Conditions at any time and without notice. The most up to date version of these Terms and Conditions will always be available on the FL1 website.
- 1.20 FL1 reserve the right to terminate any accounts where FL1 considers that the customer has made unreasonable, inappropriate or illegal use of any of the services provided by FL1.
- 1.21 This Agreement shall be governed by English Law.

#### **FL1 Digital**

## 2.0 Website Design

2.1 Sites are system tested by FL1 prior to delivery. However, it is strongly recommended that the customer fully tests the site before going live.

2.2 Changes that are outside of the pre-defined page structure that are not content manageable will be treated as a change request and quoted for separately.

2.3 All content and images are to be supplied by the customer unless otherwise agreed.

2.4 Where images used on the website have been purchased by FL1 on behalf of the Customer, these images are strictly for use on the website only. FL1 are not liable for misuse of these images by the Customer, or the copying, altering or distribution of the images by any other person or organization.

2.5 FL1 own all design and code of the website until final payment has been received in full. Once final payment is received the Customer will then own the design and code of the website, unless Open Source Software is used.

2.6 The customer is licensed to install and use any administrative features of the site that are part of the FL1.NET framework.

2.7 Product or Stock data entry is not usually performed as part of the design and development of the site (unless otherwise stated). This also includes modification and enhancement of product or stock images.

2.8 Any faults or minor corrections are covered free of charge for 30 (thirty) days after the site has been authorised to go live, with any further changes or modification being covered under any support and maintenance time purchased.

2.9 Where maintenance time has not been purchased, any changes or modifications carried out after the site is authorised to go live are charged on an hourly basis at standard rates.

2.10 FL1 will provide the Customer with an opportunity to review the appearance and content of the site during the design, and on completion. At the completion of the project, all work will be deemed to be accepted and approved by the customer unless notified to FL1 within 10 (ten) days of the date the materials are made available to the Customer.

2.11 FL1 does not accept any responsibility for any alterations or deletions made to a Customer's website by a third party.

2.12 FL1 will use all best endeavours to install and publicly post or supply the Customer's web site by the date specified in the project proposal, or if no such date is specified, within 8 (eight) to 12 (twelve) weeks of the date initial payment is received from the Customer, unless a delay is specifically requested by the Customer and agreed to by FL1.

2.13 The Customer agrees to nominate a single individual as the main point of contact during the project, to aid FL1 with progressing the project in a satisfactory and expedient manner.

2.14 Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Customer in electronic format (ASCII text files delivered on CD or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning, or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by FL1 to return to the Customer any images or printed material provided for use in creation of the Customer's Web site, such return cannot be guaranteed.

2.15 During the project, FL1 will require the Customer to provide content and images. If content is not provided within 4 (four) weeks of an official request by email then FL1 reserves the right to amend any agreed Delivery schedules.

2.16 The Customer agrees to a link to FL1 appearing in either small type or a small graphic at the bottom of the Customer's Web site. If a graphic is used, it will be designed to fit in with the overall site design.

### FL1 Digital



2.17 If the Customer's web site is to be installed on a third-party server, FL1 must be granted temporary read/write access to the Customer'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.

2.18 If the Customer's web site is to be installed on a third-party server, FL1 reserve the right to raise a charge to cover the costs of transferring content to another provider.

2.19 If the Customer elects to run the web site prior to completion, then all charges in connection with the design and development of the web site will become payable immediately.

2.20 FL1 may purchase domain names on behalf of the Customer. Payment and renewal of such domain names is the responsibility of the Customer. FL1 will not be held responsible for the loss, cancellation or otherwise of any domain name that occurs due to non or late payment.

#### **FL1 Digital**

### 3.0 Hosting

3.1 FL1 accept no responsibility for any information loaded to customer's accounts or web sites. If it is brought to our attention, and we deem the material to be inappropriate, we reserve the right to suspend the customer's service on accounts or web sites, until any illegal or inappropriate data is removed.

3.2 The customer will fully indemnify FL1 against any liability of any nature resulting from the customer's illegal use of our services.

3.3 FL1 reserves the right not to host certain web sites, including but not limited to the following content: adult, games, mobile phone tones or logos, computer games, celebrities, warez, web sites owned by any customer under 18 years of age or sites with webcams.

3.4 FL1 accepts no responsibility for any services provided by other parties, including, but not limited to, hosting services.

3.5 Spamming or any type of unsolicited commercial or non-commercial email is strictly prohibited, and your account may be suspended if you are found to be doing so.

3.6 Monthly bandwidth allowance is unmetered. However, if FL1 believe that a Customer is using excessive amounts of bandwidth (which shall be solely determined by FL1) then FL1 reserves the right to charge the Customer for additional bandwidth.

3.7 Any Customer website running bulletin boards, message forums, chat services or similar services will be limited to 500mb of bandwidth per month.

## 4.0 Domains

4.1 The typical minimum term for the registration of a Domain name is two years, although FL1 may invoice for the registration annually.

4.2 Customers may transfer their Domain rental to another provider at any time, provided that the registration charges for the minimum period have been paid. No refund will be given to Customers that transfer their Domain name. An administration fee of £25 + VAT will be made to facilitate a client's request to transfer to a 3rd party registrar. The fee will cover our time to carry out a client's request and, where necessary, the need to liaise with the client and or a 3rd party.

4.3 If a domain name registration is not paid for before the payment due date, FL1 may not renew the registration for a further term. This may result in the domain name entering a redemption period, which ultimately may then mean the domain name is publically available for purchase. FL1 accepts no responsibility should the domain name be purchased by a third party. As with any publically available domain FL1 Group Limited may also purchase the domain or the original registrant within this period for any purpose.

4.4 If a domain name registration enters a redemption period, a charge may be levied by the registrar called a Redemption Penalty. This charge varies based on the type of domain name. Should re-registration of the domain name incur any Redemption Penalty, this charge will be passed directly to the client.