



## General Terms & Conditions

Incorporating

### Website & General Design & Development Conditions

Pure Energy Multimedia Ltd ("Pure Energy", "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 customer's 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 Pure Energy Multimedia Ltd or using the customer's own contractor(s)). For full details of the Services provided by Pure Energy Multimedia Ltd, see [www.pureenergymultimedia.com](http://www.pureenergymultimedia.com).

These terms and conditions apply to the design and construction of a website by Pure Energy Multimedia Ltd – by placing an order with Pure Energy Multimedia 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 Pure Energy Multimedia 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, Pure Energy Multimedia 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, logo design or otherwise, the customer may be required to pay up to 25% of the estimated cost as a deposit for Pure Energy Multimedia Ltd to begin a commission. This is solely dependant on the size/nature of the website / commission and is at the sole discretion of Pure Energy Multimedia Ltd. The customer will then provide Pure Energy Multimedia Ltd with any material and information that the website may require (company graphics, logo, images, fonts, etc.).
2. Pure Energy Multimedia Ltd reserves 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 customer's sole responsibility to ensure that the content of their website to be built by Pure Energy Multimedia Ltd does not infringe condition 2 above. Pure Energy Multimedia Ltd strongly recommends that you consult with Pure Energy 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 Pure Energy Multimedia 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, Pure Energy Multimedia 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 Pure Energy Multimedia Ltd and will also confirm the customer's acceptance of Pure Energy Multimedia Ltd Terms & Conditions.
6. Pure Energy Multimedia 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 Pure Energy Multimedia 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 Pure Energy Multimedia Ltd, such as HTML code, graphics, photographs and text, will remain the property of Pure Energy Multimedia 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, ASP or Javascript, the original structure of the code will remain the property of Pure Energy Multimedia Ltd at all times.
10. In the event of a site being designed using our SiteWise Content Management, the ownership of the SiteWise code will remain with Pure Energy Multimedia Ltd at all times. It is only possible to use the SiteWise eCommerce Package and SiteWise Content Management system on Pure Energy Multimedia Ltd Servers.
11. Pure Energy Multimedia 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.
12. Pure Energy Multimedia Ltd will, 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.
13. Pure Energy websites with Checkout Facilities will employ a common database to save address information into. This is to help improve the speed and efficiency of the checkout process. This data consists of street level addresses and company names only (if applicable) - no customer or personal information is stored without the customer's prior consent.
14. Pure Energy Multimedia 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. Pure Energy Multimedia 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.

15. Pure Energy Multimedia 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.
16. During the construction process, Pure Energy Multimedia 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 Pure Energy Multimedia Ltd.
17. When both Pure Energy Multimedia Ltd and the customer agree that the website meets the criteria agreed during the commissioning process (see additional Website Development agreement), Pure Energy Multimedia Ltd will invoice the customer for the full amount due for the commission. On receipt of payment, Pure Energy Multimedia Ltd will publish the website onto the Internet under the customer's domain.
18. Whilst every care is made while building your website, Pure Energy Multimedia Ltd cannot be held responsible for incorrect items or errors on a website. It is the Customers 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. Pure Energy should be notified in writing of any such errors immediately prior or post going live so they can be corrected.
19. Because of the nature of email addresses and the many ways that accounts can be set up, it is the Customers responsibility to ensure that all email addresses and links are working correctly and that test emails are being retrieved by their respective account inboxes. Pure Energy Multimedia Ltd cannot be held responsible for incorrect email addresses and links on a website. Pure Energy should be notified in writing of any such errors immediately prior or post going live so they can be corrected.
20. If at any point during a commission a customer wishes to cancel, they may do so however Pure Energy Multimedia Ltd reserves the right to invoice a cancellation fee of up to 25% of the price quoted by Pure Energy Multimedia Ltd or development time spent on the commission at our standard rate, whatever is the greater. If a 25% deposit has been paid, Pure Energy Multimedia 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.
21. If during Website development, the customer does not supply the content required in order to complete the commission within a reasonable amount of time, Pure Energy Multimedia Ltd will consider that the customer wishes to cancel the commission, in these circumstances condition 20 will come into affect.
22. In the event of a website being commissioned with Pure Energy's Content Management System SiteWise (or any other monthly invoiced service), monthly payments will begin immediately following handover of the site and/or the SiteWise Username & Password unless a delay has been caused solely through the fault of Pure Energy Multimedia Ltd.
23. Pure Energy Multimedia Ltd expects payment by cheque, bank transfer or cash within 30 days of the date on the invoice. Failure to pay within this period may result in your website being removed from the Internet without notice and a £25 administration charge will be levied to reinstate any website taken down from the Internet for non-payment reasons.
24. In the event that a payment plan has been set up between Pure Energy and the customer, Pure Energy will require the customer to pay each instalment 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.
25. Any payment returned by the bank will incur a £25 administration charge. This will be invoiced and added to the total outstanding owed by the customer.
26. 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/](http://www.opsi.gov.uk/)
27. Pure Energy Multimedia Ltd reserves the right to withhold the transfer away of a customer's domain name while that customer's account is in arrears. Monies owed to Pure Energy Multimedia Ltd may be from any service or product. Once a customer has paid all monies owing, Pure Energy Multimedia Ltd will arrange the transfer away of the customer's domain name within 30 days.
28. Pure Energy Multimedia Ltd does not undertake to maintain or update a customer's website as part of the design commission. If a customer wishes Pure Energy Multimedia Ltd to maintain or update a website as a separate commission, Pure Energy Multimedia 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 £45 per hour.
29. Pure Energy Multimedia Ltd reserves the right to charge for Technical Support given over the telephone at our standard rate.
30. Pure Energy Multimedia Ltd reserves the right to alter prices at any time without notice. If a customer has commissioned any services from Pure Energy Multimedia 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.
31. Pure Energy Multimedia Ltd reserve the right to withdraw our services at any point if it is deemed by Pure Energy Multimedia Ltd that the customer is in breach of these Terms and Conditions and any costs incurred invoiced to the customer.
32. Should a customer wish to cancel any product or service purchased from Pure Energy Multimedia Ltd, written confirmation will be required at least 30 days in advance of cancellation.
33. Pure Energy Multimedia Ltd reserves the right to charge an additional fee for expedited work orders. Should a customer require work to be done immediately or completed within 24hrs, a surcharge of up to 50% of the invoice may be made. This surcharge is to cover the additional labour required to expedite an order the same day or within the 24hr period.
34. Whilst Pure Energy Multimedia 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: The loss of service provided by a third party supplier, or where there are force majeure circumstances beyond our control e.g. acts of God, industrial disputes & strikes, lock outs, accidents, war, acts of terrorism, alien landings and other such events beyond our reasonable control. In any such event, Pure Energy Multimedia Ltd shall try to resolve any such problem insofar as it is possible.

35. 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.
36. 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.
37. In any event, Pure Energy Multimedia 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 over and above the annual service charge invoiced.
38. The provision of clause 37 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.
39. This agreement shall be governed by the laws of England and you agree to submit to the exclusive jurisdiction of the English courts.
40. Your statutory consumer rights are unaffected by these terms and conditions.

Pure Energy Multimedia Ltd reserves the right to change or modify any of the terms and conditions contained herein. E&OE.

If you have any complaints or comments about these Terms and Conditions or about the quality of service you have received from Pure Energy Multimedia 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.

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