



pure energy

General Terms & Conditions

Incorporating

General Design & Development Conditions

(For All Design Commissions both Online & Offline)

Pure Energy Multimedia Ltd ("Pure Energy", "the company", "we") Website Design & Development Services ("Services") is the building of a website and/or subsidiary items and services including print based artwork and 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 Pure Energy Multimedia Ltd or using the customers own contractor(s)).

For full details of the Services provided by Pure Energy Multimedia Ltd, see www.pureenergymultimedia.com

These Terms and Conditions apply to ALL Services provided 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 a hardcopy Agreement. If you do not comply with the Terms and Conditions stated, Pure Energy Multimedia Ltd may have to 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 50% 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 customers' 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 provided 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 full payment of all outstanding invoices has been made whereupon copyright 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/or SiteWise Content Management system on Pure Energy Multimedia Ltd Servers due to its unique features. SiteWise is not transferable to third party servers.
11. Pure Energy Multimedia Ltd makes every effort to design pages that display acceptably in the most popular Internet Browsers, namely: Microsoft Internet Explorer, Mozilla Firefox and Google Chrome. Where possible we will aim to ensure that your website displays correctly in both the current and last available versions of these popular Browsers. It is often possible however to make the newest web-code display correctly in older versions of these Browsers, therefore Pure Energy can accept no responsibility for how web pages are shown in these older versions. Likewise we cannot accept responsibility for pages that do not display acceptably in a new Browser version update released *after* your website's code has been created 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 design 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 creating a design for print artwork or building your website, Pure Energy Multimedia Ltd cannot be held responsible for incorrect items or errors on such items. It is the Customers responsibility to check and proof read all elements of your design material/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, names and descriptions, photographs etc. Pure Energy should be notified in writing of any such errors immediately prior or post going live so they can be corrected.
19. When creating print artwork for a customer or editing existing artwork or reprinting artwork directly from file it is the customers express responsibility to ensure the artwork is 100% correct at the Proof stage *prior* to artwork being sent to a printer. Pure Energy Multimedia Ltd will always indicate a file that needs to be proof-read ordinarily by naming the actual file 'Job_PROOF.PDF' or similar. Proofing a file includes, but is now way limited to, overall sizes, typos (mistakes in the text), colour differences/alterations, changes to text, images, missing items etc. The customer should also ensure that they approve the written documentation sent out with a Proof file as this will contain the specifications of the job prior to the print run. Pure Energy Multimedia Ltd cannot be held liable for any defects, errors or omissions discovered following the Proofing process whatsoever no matter how caused.
20. Because of the nature of email addresses and the many ways that accounts can be set up and used, it is the Customers responsibility to ensure that all email addresses provided by Pure Energy and any subsequent links thereto are working correctly and that test emails are being retrieved in their respective account inboxes. Pure Energy Multimedia Ltd cannot be held responsible for incorrect email addresses, links or email failure. Pure Energy should be notified in writing of any such errors immediately prior to or post going live so they can be corrected forthwith.
21. 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 overall price quoted by Pure Energy Multimedia Ltd OR development time spent on the commission at our standard rate, whichever is the greater amount. If a 50% 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 50% deposit, an invoice will be sent to the customer for the amount outstanding.
22. If during Website development, the customer does not supply such 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 21 will come into affect.
23. 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.
24. Pure Energy Multimedia Ltd expects payment by cheque, bank transfer or cash within 30 days of the date shown on an invoice. Failure to pay within this period may result in your services being suspended including the removal of your website from the Internet and suspension of your email accounts (as applicable) without notice. A £25+VAT administration charge will be levied to reinstate any website suspended from the Internet due to non-payment reasons.
25. 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 services being suspended including the removal of your website from the Internet and suspension of your email accounts (as applicable) without notice as per condition 24.
26. Any payment returned by the bank will incur a £25+VAT administration charge. This will be invoiced and added to the total outstanding owed by the customer.
27. 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/
28. Pure Energy Multimedia Ltd reserves the right to withhold supplied services including the transfer away of a customer's domain name while the customer's account is in arrears. Monies owed to Pure Energy Multimedia Ltd may be for 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.
29. Failure to pay for the renewal of a domain name will see the domain going into a 60 day suspension period 30 days after the expected renewal date. Failure to pay for your domains renewal during this period will result in deletion from the registry database. Once deleted, the domain will be available for anyone to register on a first-come, first-served basis. Pure Energy Multimedia reserves the right as it sees fit to transfer ownership of any domain names registered on behalf of a client to our own name in the event of renewal fees not being paid during this suspension period.

30. Pure Energy Multimedia Ltd reserves the right to withhold any/all items and or services created or supplied by Pure Energy until an account is paid for in full. This includes but is not limited to domain names, email accounts, photographs, website code, artwork, print origination files, graphics, logos etc.
31. Payments received by Pure Energy Multimedia Ltd against outstanding invoices will be subtracted from the oldest outstanding invoice first and then proceed to credit invoices in date order. A customer cannot choose to pay a particular invoice if an outstanding invoice exists that pre-dates said particular invoice in a potential bid to release work done on said newer invoice.
32. Pure Energy Multimedia Ltd reserve the right to suspend any and all services being supplied to the customer in the event of an overdue account being unpaid or if that customer fails to maintain payments made against an agreed payment plan regardless of what invoices are outstanding or what those invoices are for.
33. Pure Energy Multimedia Ltd does not undertake to maintain or update a customer's website as part of the design commission unless expressly agreed beforehand in writing. 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 our standard hourly rate plus VAT.
34. Pure Energy Multimedia Ltd reserves the right to charge for Technical Support given over the telephone at our standard hourly rate. Customers requiring specific one-to-one training will be charged for this service at our standard hourly rate.
35. 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 as applicable.
36. 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.
37. 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.
38. Should a customer require any changes to be made to their domain or email hosting including but not limited to DNS changes, MX or A Record Changes or transfer of any domain names etc, authorisation must be received in writing from said customer before any alteration can be made. Although we aim to make these changes as soon as possible, please allow approximately 24 hours for the changes to be made. Should changes take longer than 24 hours for whatever reason Pure Energy Multimedia will notify the customer as soon as practically possible.
39. Pure Energy Multimedia Ltd reserves the right to charge an additional fee for services supplied on an expedited basis. Should a customer require work to be carried out immediately and/or completed within 24hrs (where possible), a surcharge of up to 50% of the total invoice may be made. This surcharge is to cover the additional labour required to expedite an order on this basis. This expedited service fee is also applicable should the customer require an existing contract to be finished in a time less than what was initially agreed.
40. Whilst Pure Energy Multimedia Ltd tries to ensure that all of our products and services meet the high standards our customers have come to expect, there may be certain times when we are unable to meet these high standards in the event of but not limited to: The loss of service provided by a third party supplier, where there are force majeure circumstances beyond our control e.g. "acts of God" (flood, lightning strike & other weather induced disruption), 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 or loss of service insofar as is practically possible.
41. You attest and confirm 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 services offered by Pure Energy and are not relying solely on any representation, agreement, guarantee or statement other than as set forth in this agreement.
42. 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.
43. 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 what would be invoiced annually to the customer for services rendered.
44. The provision of clause 43 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.
45. This agreement shall be governed by the laws of England and you agree to submit to the exclusive jurisdiction of the English courts.
46. 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.

Pure Energy Multimedia Ltd

The Counting House
High Street
Haverhill
Suffolk
CB9 8NT

Telephone: 01440 709794

Email: customercare@pureenergymultimedia.com

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