

19/01/2016



B7-B8 Smeed Dean Centre
Castle Road
Sittingbourne
Kent
ME10 3EW
hello@boomsolutions.co.uk

Terms & Conditions

The following terms and conditions apply to all website development / design services provided by Boom Solutions Ltd to the Client.

1. Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

2. Charges

Charges for services to be provided by Boom Solutions Ltd are defined in the project quotation that the Client receives via e-mail or in person. Quotations are valid for a period of 20 days. Boom Solutions Ltd reserves the right to alter or decline to provide a quotation after expiry of the 20 days.

Unless agreed otherwise with the Client, all website design services require an advance payment of a minimum of forty (40) percent of the project quotation total before the work is started by Boom Solutions. A second charge of twenty (20) percent is required one month later, with another twenty (20) percent due after another month, regardless of the project progress. The final twenty (20) percent is due upon completion of the build of the website, prior to any content loading. If we have not heard anything within ten (10) days of us finishing the build of the website and informing you we will invoice for the final balance at this point.

Payment for services is due by cheque or bank transfer if the full balance is paid up front or Direct Debit if by the terms above. Cheques should be made payable to Boom Solutions Ltd and sent to Boom Solutions Ltd, Smeed Dean Centre, Castle Road, Sittingbourne, Kent, ME10 3EW. Bank details will be made available on invoices.

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3. Client Review

Boom Solutions Ltd will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies Boom Solutions Ltd otherwise within seven (7) days of the date the materials are made available to the Client.

4. Turnaround Time and Content Control

Boom Solutions Ltd are unable to guarantee a project delivery date given the nature of the work but will aim to respond to requests within 48 hours and will aim to complete the project within the timeframe indicated at point of sale. Contact between the client and Boom Solutions should be made using the tools requested by Boom Solutions, email communication is not accepted.

In return, the Client agrees to delegate a single individual as a primary contact to aid Boom Solutions Ltd with progressing the commission in a satisfactory and expedient manner.

During the project, Boom Solutions Ltd will require the Client to provide website content; text, images, movies and sound files in a timely manor if requested. Please note content is not loaded by Boom Solutions unless explicitly stated in the proposal. This must be completed by the client once the final balance has been paid.

5. Failure to provide required website content:

Boom Solutions Ltd is a small business, to remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. If your project involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information and subsequently fail to do within one week of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately.

NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These

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pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

Using our content management system you are able to keep your content up to date yourself. If the website has been built but there is a delay in the client providing content this will not be classed as a delay to the completion of the website and the final balance will be due. We are unable to delay payment due to lack of content which is the client's responsibility.

6. Payment

Invoices will be provided by Boom Solutions Ltd upon completion but before publishing the live website. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due.

7. Additional Expenses

Client agrees to reimburse Boom Solutions Ltd for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography, proof reading, content writing etc.

8. Web Browsers

Boom Solutions Ltd makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer 11, Google Chrome, etc.). Client agrees that Boom Solutions Ltd cannot guarantee correct functionality with all browser software across different operating systems.

Boom Solutions Ltd cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, Boom Solutions Ltd reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

9. Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on Boom Solutions Ltd's Web space, Boom Solutions Ltd will, at its discretion, remove all such material from its web space. Boom Solutions Ltd is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques

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returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay Boom Solutions Ltd reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Boom Solutions Ltd in enforcing these Terms and Conditions.

10. Termination

Termination of services by the Client must be requested in a written notice 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 Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within seven (7) days. This may be more than the deposit already paid.

11. Indemnity

All Boom Solutions Ltd services may be used for lawful purposes only. You agree to indemnify and hold Boom Solutions Ltd harmless from any claims resulting from your use of our service that damages you or any other party.

12. Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Boom Solutions Ltd the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Boom Solutions Ltd permission and rights for use of the same and agrees to indemnify and hold harmless Boom Solutions Ltd from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to Boom Solutions Ltd that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

13. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (text files delivered on CD or via e-mail) 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 Boom Solutions Ltd to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

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14. Design Credit

A link to Boom Solutions Ltd will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied. When total development charges are less than £5000, a fixed fee of £500 will be applied. The Client also agrees that the website developed for the Client may be presented in Boom Solutions Ltd's portfolio.

15. Access Requirements

If the Client's website is to be installed on a third-party server, Boom Solutions Ltd will provide the files to be installed by the client or another representative. Boom Solutions Ltd will not access any third party servers under any circumstances.

16. Post-Placement Alterations

Boom Solutions Ltd cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

17. Domain Names

Boom Solutions Ltd may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Boom Solutions Ltd. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

18. General

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

19. Governing Law

This Agreement shall be governed by English Law.

20. Liability

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Boom Solutions Ltd hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of Boom Solutions Ltd to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

21. Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid,