

## **Terms and conditions:**

These terms and conditions do not affect your statutory rights as a consumer. The Terms and conditions may change from time to time. Use of service after any changes will subject you to the new terms.

**IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE SERVICE AS VIOLATION OF THE TERMS CAN LEAD TO LEGAL LIABILITY.**

Terms and Conditions last updated 21st March 2007

### **Services:**

Really Useful Media offers wide range of e-services. Web and graphic design are provided by our skilled and qualified web design team. Based in the UK we operate globally with a wide range of additional services. The information on the Site is only for your general information and use and is not intended to address your particular requirements.

### **Payments:**

We accept PayPal ( 2.5% PayPal surcharge, 4% currency exchange is fully paid by Really Useful Media), Bank transfers, Personal cheques, all major credit and debit cards (PayPal). We apologise but are unable to accept either American express or Diners club for payment.

A minimum of 50% of the total agreed price is required to be paid as a deposit in advance. The deposit is non-refundable in the event of cancellation by the customer. If additional services are requested, the full package price payment must be made prior to further work being carried out. Changes or additional services will be charged separately from the initial price. The above will also apply for that payment. All our prices are Inclusive of VAT. After purchasing your choice of package and paying the initial 50% deposit, the following applies: Once the package has been created to the agreed specifications of the "package description", an invoice for the outstanding amount will be emailed to the client. The full outstanding balance must be paid within 14 days of the invoice date. Upon receipt of full payment, necessary information (passwords etc) and/or a CD-Rom will be sent by recorded delivery. At this point ownership of the copyright is transfers to the client.

### **Changes to packages and costs:**

If at the beginning of creating the package OR during the process, changes are requested by the client further costs may be incurred. IF the changes requested do incur costs, the amount will be agreed with the client and followed up with email written confirmation. At this point the outstanding balance of the initial package must be paid in full. Charges for requested changes must be paid in full within 7 working days of the invoice for costs of changes being sent to the client. If you decide to cancel an order for web designs within 48hrs of ordering you will receive a full refund. No refund will be offered for cancellations after 48hrs due to the amount of technical work that will have been carried out by this time.

**Guarantee & Returns:**

We are unable to accept responsibility for customers changing design layout after 5 days from purchasing or starting on a project, otherwise extra charge may apply. If full payment was not made Really Useful Media reserve the right to refuse a full refund. Events outside of both parties control will be taken into account at the time of requesting a refund.

**Hosting with Content management web site - Free open source systems.**

Really Useful Media takes no responsibility for Open source programs of any kind.

These are not developed by Really Useful Media and therefore come with no technical support or consultation help services.

CMS of your choice will be installed onto server free of charge. M@D 2 Host must provide 99.9% hosting service availability.

Client is permitted to 3 revisions content and changes on the web site.

Further amendments are subject of extra cost.

3 revisions apply to design also.

**Materials:**

The customer must supply all necessary text and picture materials unless agreed otherwise. If the text is in paper form then extra charge may apply for typing into digital form. Pictures or photographs can be scanned for no extra cost. Really Useful Media cannot be held responsible for material which is delayed, incorrect or not supplied.

Client is permitted to 3 revisions content and changes on the web site. Further amendments are subject of extra cost. 3 revisions apply to design also.

If you choose to provide text material yourself, it must be supplied in 3 days from date starting the project. Optional Extra is our copy write service that is available. Please ask for price range.

**Copyright:**

Web design is copyrighted by Really Useful Media. The customer is entitled to all materials created during development. In saves, various versions, picture materials in raw format. We post all materials to customers on "presentation" CD-Rom free of charge (worldwide). In a case of re-sending standard service charges apply. Really Useful Media will retain ownership of the all product supplied until full payment is received. In circumstances of non payment; Really Useful Media reserve the right to shut down completely any site or server that has been provided.

**Privacy & Security:**

Under no circumstances will your personal details be passed on to any third party without your written approval. All personal details such as but not limited to passwords, credit card details and addresses are kept fully secured and

protected within the full law regarding the Data Protection Act. All data about our customers, held on file is fully encrypted for added security. We do not disclose your details to any third party without your prior approval.

**Content:**

Really Useful Media accepts no responsibility for any content or materials supplied by a third party to be added to the created website unless prior written agreement has been given by us. Once ownership of a created site has been passed from Really Useful Media to the customer as described above; Really Useful Media will accept no liability for the content, materials, products or descriptions there of found on the created website.

**Search Engine Optimization:**

Whilst every effort is taken to ensure that within the rules of coding your site is optimized to the maximum level under no circumstances can this guarantee your entry level by a search engine. Really Useful Media have no authority over any search engine and therefore no control over where your site appears on general searches. We apply the Rules of Coding to the letter to ensure the best possible location within search engines but with millions of users all wanting the same top positions this is obviously impossible. Customers who purchase our Internet Promotion Plan will improve their location further in accordance with the rules set by how search engines promote sites. Search engines are organic in their operation and therefore it is vital that your site is optimized for search engines so as the search engine changes its search criteria, your site will always remain correctly coded and will still be fully picked up in searches.

**Support:**

We offer a full supportive consultation service. Standard service charges may apply.

Really Useful Media also offers various level maintenance services which can be arranged for an additional cost.

**Law:**

Really Useful Media reserves the right at all times to disclose any information as Really Useful Media deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the sole discretion of Really Useful Media.

You agree that Really Useful Media, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service if you violate these terms.

**The final design**

May differ slightly from original layout drawing as certain areas of design might not be 100% transferable to XHTML. We will endeavour to match the look of the web site to your ideal design.

**We test web sites**

To ensure they display properly in all major browsers. XHTML design may not work in older browser types such as IE 5 and below.

**We do not test**

Or guarantee sites using RC releases or Beta versions of browsers as these are incomplete products and are in a phase of testing in the development. We only test using OFFICIAL browser releases.

**After finishing your project**

And receiving full payment your 1 month's free support is activated. This includes only minor code alterations. Design faults, changes to design layout or errors proven to be the responsibility of Really Useful Media would be dealt with in the normal manner but some may incur a charge.

**Really Useful Media,**

Reserves the right to add its "designed by" logo or similar digital signature to your site in such a way that it does not stand out into a focus field or is interfering. Removing this digital signature is subject to release fee up to £500.

**Hosting Services.**

We value our clients and often add free hosting for certain period of time. Please always see our promotions. At other times this service is chargeable. Hosting is billed annually and customers are notified prior to the expiration period in order to renew their services. Your web site does NOT include hosting by default. If you fail to pay your hosting package in time, your hosting may be deleted and will be subject to a £40 administration fee to restore the package on our system.

**Os commerce**

Oscommerce is an ecommerce type web site that has NOT been designed by Really Useful Media and Really Useful Media accepts no, liability for installation of this system or functionality after the original default settings are changed. Unfortunately we are unable to offer technical support for this system. Customizations and installation fees can vary from time to time depending on requirements of the customer. Really Useful Media accepts no responsibility to continue customization following installation or any kind of internet promotion.

**Projects on hold.**

You are entitled to suspend development on your project for any reason. A project can be held for a maximum of three months. Projects not commenced again after this time will be deemed closed by Really Useful Media. Customers wishing to activate a project after the three months period will be subject to the new project terms and conditions.

**Domain names**

Domain names are registered to you directly. Access to a domain by a customer is granted by Really Useful Media. All necessary changes and or transfers will be assisted and set by Really Useful Media.