

Terms and Conditions

The following terms and conditions apply to website design & development, Creative design, Motion Graphics services provided by Freeside Media Ltd.

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 they are 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 understood and accepted our terms and conditions.

2. Charges

Charges for design and website development services provided are clear and defined in the project quotation sent via e-mail. Quotations are valid for 30 days. Freeside Media Ltd reserves the right to alter or decline a quotation after expiry of the 30 days. Unless agreed otherwise with the client, all website design services require an advance payment of a minimum of thirty-three (33) per cent of the project quotation total before work starts. A second charge of thirty-three (33) per cent is required after the development stage, with the remaining thirty-four (34) per cent of the project quotation total due upon completion of the work, before upload to the server or release of materials. Alternatively, we can take (50) upfront and (50) per cent after final upload. Payment for services is due by cheque or bank transfer. Cheques should be made payable to Freeside Media Ltd and sent to Freeside Media Ltd, Regency Court, 62-66 Deansgate, Manchester, M3 2EN. Bank details are made available on invoices.

3. Client Review

Freeside Media Ltd provides the Client with an opportunity to review the appearance of the website or design work during the projects design phase. Once the client signs off the designs and layout via a signature or email at the completion of the design phase, such materials are deemed to be accepted and approved by the Client. Any alterations, extra functionality or additions to the layout after receipt of the acceptance email, need to be booked into production and billed separately after the initially agreed scope of work is complete.

4. Turnaround Time and Content Control

Freeside Media Ltd endeavour to upload the Client's complete website on the agreed date specified in the project proposal provided the Client has supplied the correct server FTP and C-panel details and final payment.

5. Failure to provide the required website content:

Freeside Media Ltd requires the Client to provide all of the required website content; text, images, movies and sound files before the project development and design work commences. To remain efficient, we must ensure that the work we have taken on is carried out at the scheduled time. On occasions, we may have to reject offers for other work and inquiries to ensure that your work finishes on time.

On any occasion where progress stalls because we have not been given the required information in the agreed time frame, we reserve the right to reset the projects finish date.

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 delay the project and set a finish date suited to our other project priorities. Simply put, do not give us the go-ahead to start until you are ready to do so.

NOTE: Text content can be supplied as a Microsoft Word, Text document or in an email with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this. Alternatively, we can send the client a document to populate, once the basic structure of the website is signed off.

6. Payment

Freeside Media Ltd provides invoices upon completion but before publishing the live website. We send invoices via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt of goods or services. Accounts that remain unpaid thirty (30) days after the date of the invoice are subject to a service charge in the amount of £30 per month. The service charge is added on to the client's final statement.

7. Additional Expenses

Client agrees to reimburse Freeside Media Ltd for any additional expenses agreed upon and necessary for the completion of the work. Examples would be the purchase of individual fonts, stock photography or Plugin add-ons. Freeside Media Ltd offers as standard an hours tuition on the use of the Clients website CMS on completion of the project (Preferably over Skype). Any further requested tuition sessions can be booked in and billed by the hour. Freeside Media Ltd can also provide a CMS usage document for an agreed cost.

8. Web Browsers & Updates

Freeside Media Ltd makes every effort to ensure websites are designed to be viewed by the majority of visitors. Our websites are designed to work with the most popular and current browsers (e.g., Firefox, Internet Explorer 9, Google Chrome & Safari). In this agreement, the client agrees that Freeside Media Ltd cannot guarantee correct functionality with all browser software across every operating system.

Freeside Media Ltd cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website is finalised and handed over to the client.

Freeside Media Ltd is not responsible for updates or upgrades that may break or affect the performance of the website after completion. Freeside Media Ltd offers website management packages including snapshot backups. Contact us if you need more information on this.

9. Default

Accounts unpaid thirty (30) days after the date of invoice are considered in default. If the Client in default maintains any information or files on Freeside Media Ltd server space, Freeside Media Ltd will, at its discretion, remove all such material from its web space and suspend the website. Freeside Media Ltd is not responsible for any loss of data incurred due to the removal of the files/website. Removal of such material does not relieve the client of the obligation to pay any outstanding charges assessed to the client's account. Cheques returned for insufficient funds are subject to a return charge of £25, the client's account is immediately considered to be in default until full payment is received. Clients with accounts in default agree to pay Freeside Media Ltd expenses, including legal fees and costs for collection by third-party agencies, incurred by Freeside Media Ltd in enforcing these Terms and Conditions.

10. Termination

Termination of services by the Client must be requested in a written notice and is active on receipt of such notice. E-mail or telephone requests for termination of services are not valid until and unless confirmed in writing. An invoice for work completed up to the date of first notice of cancellation is sent out for payment in full within thirty (30) days.

11. Indemnity

Any Freeside Media Ltd services may be used only for lawful purposes. You agree to indemnify and hold Freeside Media Ltd harmless from any claims.

12. Copyright

The client retains the copyright to data, files and graphic logos provided by the client, and grants Freeside Media 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 Freeside Media Ltd permission and rights for the usage of the information or files and agrees to indemnify and hold Freeside Media Ltd harmless from claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A signed contract or a confirmation email for website design/graphic design services in question shall be regarded as a guarantee by the Client to Freeside Media Ltd that all such permissions and authorities are acquired. Freeside Media Ltd reserves the right to request evidence of permissions and authorities.

13. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that the Client provides content text in electronic format, delivered on a memory stick, via FTP, or by e-mail. All photographs and other graphics be provided in .gif, .jpeg, .png, .eps, .svg or .psd format. Although every reasonable attempt shall be made by Freeside Media Ltd to return any images or printed material provided for use in the creation of the client's project, such return cannot always be guaranteed.

14. Design Credit

A small text link to the Freeside Media Ltd website features at the bottom of the Client's website. Clients can request to remove the design credit. A nominal fee of 5% of the total development charge is chargeable upon removal request. When total development charges are less than £5000, a fixed fee of £100 is applied. The Client also agrees that the website developed for the Client can feature in Freeside Media Ltd's portfolio.

15. Intellectual Property rights

All concept assets created for the development of project outlined in the agreement including illustrations, concept drawings, code and animation edits are owned by Freeside Media Ltd but will be open to buyout if the client wishes to proceed with an outside agency. The client has the license to use all design work for the purpose outlined in the project scope only. Any photos, video footage or illustrations produced may require a separate agreement to the terms laid out in this appointment letter. Licensing terms and conditions will be agreed before a shoot is carried out.

16. Access Requirements

If the Client's website needs installing on a third-party server, Freeside Media Ltd must be allowed temporary read/write access to the Client's storage directories which must be accessible via FTP. Freeside Media Ltd may need to configure other resources on the server depending on the specific nature of the project.

17. Post-Placement Alterations

Freeside Media Ltd cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include modifications and deletions.

18. Domain Names

Payment and renewal of domain names purchased from Third party service providers is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by late payment or non-payment is not the responsibility of Freeside Media Ltd. The Client should keep a record of the due dates for payments to ensure that they retain control over their domain name. Freeside Media Ltd may purchase domain names on behalf of the Client. Contact us if you need clarification on this.

19. General

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

20. Social Media Management

Freeside Media Ltd honour the components of your chosen social media package, providing an agreement to a minimum 3-month contract. Freeside Media Ltd request payments for social media packages in advance. Any on-going campaigns will down tools in the event of non-payment.

21. Governing Law

English Law shall govern this Agreement.

22. Liability

Freeside Media Ltd 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 website;
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 Freeside Media 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.

23. 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.