

The following terms and conditions apply to all products and services supplied by the Buzz Agency. All reference to “the Company” shall mean the Buzz Agency, its employees, affiliates, agents, third-party information providers, merchants, licensors or the like.

PRICES

All estimates or quotations shall be subject to these terms & conditions unless otherwise stated and shall be valid for a period of thirty (30) days from the date of quotation and will be based on the Company’s current costs of production, and unless otherwise agreed will be subject to amendment on or at any time after acceptance in accordance with fluctuation in costs. Any estimate issued by the company will not constitute an offer and any acceptance of any order placed by the client is subject to the Company’s written confirmation.

CREDIT

Unless otherwise agreed, payment is to be made against the Company’s invoice and payment shall be net cash within 30 days of the date of invoice. Any sums not paid on the due date shall be subject to an interest charge at the rate of 4% per annum above the base rate of the Bank of Scotland PLC, and the Company reserve the right to charge costs and expenses incurred in recovering late payments.

A Credit account can be set up by the Company, subject to credit status, and in most cases the initial agreement will require a deposit equating to one month’s payment. If the value of your order exceeds your credit rating, partial payment prior to delivery / commencement of work may be required. The Company will accept prior payment via BACs, cheque or direct payment payable through a UK bank. There may be charges made by your bank in relation to their fees, which are outside our control and are payable by the client.

RETENTION

The Company will retain ownership of the goods until the price and all other sums owing by the buyer to the Company are paid in full. After full payment has been received the buyer will have full license to user rights of the products or services (see copyright) This excludes any third party applications, server software, content that has been pre-developed by the Company and any other licensed material used within the website.

PRELIMINARY WORK

All work carried out, whether experimentally or otherwise, at the client’s request will be charged. The Company does not enter into speculative work unless written confirmation is obtained from the Company beforehand. Additional costs for work undertaken and not specified in the original brief will be charged and such costs will be advised before the work is undertaken.

COPYRIGHT

Whilst the Company accepts photographs, artwork, text and other materials, it is the clients responsibility for obtaining all necessary authority to reproduce such items and the client will indemnify the Company and their agents for any claim arising therefrom.

Copyright ownership for all artwork, images, videos, audio, databases, content and website coding created by the Company and/or any affiliates, agents or third-parties working on behalf of the Company, will remain the

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property of the Company under the UK Copyright Act 1911. The buyer will not be allowed to copy, reproduce or pass onto any other persons without prior written permission from the Company. At the discretion of the Company, the buyer may agree terms to purchase all copyrights from the company.

COMPANY ACKNOWLEDGMENT

All work created by the Company will carry the Company imprint and link to the Company website, unless otherwise specifically requested in writing. The clients website and other design work may be used in the Company's marketing literature.

PAYMENT AND DELIVERY

The completion of a website construction will constitute delivery and a final invoice will be raised which will be due for payment in accordance with the terms stated thereon. The Company reserves the right to insist on prior payment, including payment upfront before any work is undertaken or agreed staged payments. If any work is delayed or suspended at the request or fault of the client, the Company has the right to insist on full payment for all work carried out.

COMPLETION

Completion dates will be subject to the client not introducing any delays or making any amendments to the original brief, the Company will not guarantee any completion dates unless specified in the Company's written order confirmation. The Company shall not be liable or held responsible for any costs arising from delays caused for whatever reason and shall not be liable for any claims for consequential loss arising from any delays.

DOMAIN NAMES

It is the responsibility of the client to renew their domain name on expiry. All names are registered and managed in accordance with the terms and conditions of the naming authorities.

LIMIT OF LIABILITY

The client agrees that the Company shall, under no circumstances, be liable for any special, indirect, incidental, punitive, exemplary or consequential damages resulting from loss of profits, arising out of, or in connection with, this Agreement and in particular the Company will not be liable for the following: (a) suspension or loss of your domain registration; (b) use of your domain registration; (c) interruption of your business; (d) access delays or interruptions to any website accessed by your registered domain name; (e) non-delivery, mis-delivery, corruption, destruction or modification of data.

PROMOTION

The Company will, if specified in your signed contract, carry out some SEO work but is unable to guarantee the results.

PROPERTY OF CLIENT

The Company cannot accept any responsibility for loss or damage to artwork, photographs, transparencies

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etc. Whilst all due care and attention is taken, any liability shall be limited to the cost of replacing the material. The Client should insure any such materials that have a specific value accordingly.

LATE PAYMENT/INSOLVENCY

If the client ceases to pay their debts in the ordinary course of business or does not or cannot pay their debts as they become due; or being a company is deemed unable to pay its debts or has a winding up petition issued against it; or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him/her, the Company without prejudice to other remedies shall a) have the right not to proceed further with the contract or any work for the client and shall be entitled to charge for work already carried out, whether completed or not, such charge being a debt with immediate payment required; b) have the right to terminate any hosting agreements or name registrations and disconnect the site from the web at the expiry of 7 days notice. In the event of any such disconnection the Company shall charge a £50 reconnection fee which will be payable together with all outstanding monies due to the company prior to reconnection. In the event that the debt remains unpaid, the ownership of the domain name may be transferred to the Company as the paying entity for the registration. The company may reinstate your domain name registration at its sole discretion upon its receipt of the registration/reinstatement fee.

JURISDICTION

Contracts between the Company and the Client will be conducted in the English language and all conditions and other terms of the contract shall be governed and construed in accordance with the laws of Scotland.

DATA

Any personal information that you submit to our website will be subject to the terms laid out in our Privacy Policy and will only be used for marketing and accounting purposes.