

Terms & Conditions

IMPORTANT NOTICE: These terms and conditions for services supplied by DreamMaker Media (including services provided by third parties) set out the agreement between you and us under which we will provide you with web design, hosting, email and/or other service. It is in your interest to read them carefully. If there is anything that you do not understand then please contact us.

Last change: June 2011

1. Contract

- i. This contract is made between DreamMaker Media ("us/we") and the company, firm, partnership or individual ordering web design, hosting, email and/or other service ("you/your").
- ii. No variation of the terms of this contract however notified will be effective unless accepted by us in writing (including email).
- iii. If any of the information you give us changes (e.g. name, address, telephone number, payment details), you must inform us promptly.

2. Web Design

- i. You acknowledge that in providing a web design service, we are not providing consultancy or any other advice in regard to the information that you may choose to place on your web site.
- ii. You may be asked to pay a deposit before work on your site begins. Deposits are non-refundable.
- iii. If you cancel an order for web design you will be required to pay us for any work undertaken up until the point of cancellation if the value of work undertaken exceeds the deposit paid

3. Email, web hosting and your website

- i. We provide managed hosting - that is we manage and maintain all sites hosted on our servers. For the security of all sites that we host, we do not allow third party access to our servers.

- ii. All websites must be for legitimate purposes and material including links from your website(s) to other websites must be lawful.
- iii. You acknowledge that you are responsible for all content included on your site, including anything that you request us to put on your website(s).
- iv. You are responsible for ensuring that all necessary licences and consents (including those from owners of copyright, performing rights and other intellectual property rights) have been obtained, and you agree to indemnify us against any action commenced against us by any party as a result of infringement of any licences, consents or other rights.
- v. Allocated web space is for use by you only and cannot be used by a third party.
- vi. Data transfer (bandwidth) is limited each month. Once the limit has been reached in any month your account may be temporarily suspended until the first day of the following month unless you have agreed to pay for the data transfer in excess of the monthly limit.
- vii. We may impose limits (which we may vary from time to time) on the storage space, web-space, number of mailboxes, email messages that can be stored and/or the size of any attachments you can send/store in order to ensure the quality of the service to you and other users. We may reject or delete material that exceeds these limits.
- viii. You must ensure that all usernames and passwords provided by us are kept confidential, secure and are used in accordance with relevant instructions. If you suspect that any password is being, or is likely to be, used in an unauthorised manner or if you think that any username or password has become known by someone not authorised to use it, you must notify us immediately.
- ix. Due to repairs, planned maintenance, upgrades or any other operational reason we may need to temporarily suspend the service. In this event, we will endeavour to provide you with as much notice as possible.

4. Site updates

If your hosting plan includes a monthly site update:

- i. These updates are limited to a maximum of around 30 minutes work per month to add, amend or delete text

content of pages; add, delete or substitute images in portfolios and similar minor changes to the site content.

- i. Updates which are likely to take in excess of 30 minutes may be subject to an additional charge - you would be told this before the work begins.
- ii. If you do not have an update carried out in any month the unused time does not roll forward.
- iii. These updates do not include for us to make changes to your site layout (for example adding or removing a page/section, changes to images used in the design of the site, changes to colour scheme or other significant alteration). Changes of this nature will usually incur a charge which you will be asked to agree before the work is carried out.

5. Domain names

- i. We will register domain names with the internet registration authorities and will pay registration and rental fees on your behalf.
- ii. Domain names are registered on a first come first served basis. Until you receive confirmation from us, there is no guarantee that your request has been successful. We accept no liability for unsuccessful domain name requests.
- iii. Charges for domain registrations are non refundable once a domain name has been registered.
- iv. For all domain name registrations you are entering into a contract with one or more registration authorities and their terms and conditions apply.
- v. A domain name is registered for a minimum period of 2 years, after which time it will need to be repurchased. We will endeavour to contact you in advance of the renewal date, but ultimately you are responsible for renewing your domain name before it expires.
- vi. You acknowledge that any dispute arising out of the use of any domain name will be resolved by the registration authorities.
- vii. Domain names will be registered to us unless otherwise specified at the time of purchase.

6. Payment & charges

- i. To keep administration costs to a minimum all invoices are sent via email.

- ii. We do not provide credit facilities. For all services except hosting, our charges are payable when you place an order. Invoices for hosting are payable by the 20th day of the month before the period covered by the invoice (e.g. a hosting invoice for February-April is due by the 20th of January).
- iii. Non payment or persistent late payment of our legitimate charges may result in suspension or termination of your account without prior notice.
- iv. You will still be liable for charges during any period of suspension and we may forward the debt to an external agency for collection.
- v. You will pay our reasonable costs and expenses for collecting late payments.
- vi. We will begin charging you hosting from the first day of the month following that in which the service is provided and available for you to use, or the first day of the month following that in which a holding ("Coming soon") page is uploaded.
- vii. Title to all goods (including but not limited to web design, hosting, email, domain names and/or other service) remains with us until the invoice is paid in full.

7. Termination

- i. You may terminate this contract by giving us notice at any time.
- ii. Termination will be effective from the last day of the period for which you have already paid or the last day of any other agreed minimum period if later and you are liable to pay all charges up to the effective date of termination.
- iii. If you wish us to terminate the contract part way through a period for which you have already paid, no refund will be given for the remainder of the pre-paid period.
- iv. Either of us can end this contract immediately on notice if the other:
 - a. commits a material breach of this contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so;
 - b. commits a material breach of this contract which cannot be remedied;
 - c. is repeatedly in breach of this contract; or;
 - d. is the subject of bankruptcy or insolvency proceedings, or an arrangement with creditors is

made, or a receiver or administrator is appointed over any of their assets, or they go into liquidation.

- v. We can end this contract with immediate effect if we have previously terminated your use of any service due to your breach of any terms of this contract, including non-payment or persistent late payment of invoice charges.

8. Matters beyond our reasonable control

- i. If we cannot do what we have promised in this contract because of something beyond our reasonable control, we will not be liable for this. If this continues for more than 14 days, you can terminate this contract by giving us written notice.

9. Our liability to you

- i. We have no liability (whether in negligence or otherwise) for any indirect or consequential loss, nor for any loss of opportunity, goodwill, reputation, business, revenue, profit, or savings you expected to make, wasted expenditure or data (including but not limited to emails) being lost or corrupted.

10. Changes to this contract

- i. We may change this contract, including our charges, at any time. Changes will be published on this web page, and your continued use of the service constitutes acceptance of changes. You can end this contract by giving us notice if we increase our charges or change the conditions of this contract to your detriment.

11. Giving Notice

- i. Any notice under this contract must be given in writing which may include by email.
- ii. You are responsible for checking the mail sent to the email address you gave us.

12. Waiver of rights

- i. Neither of us shall be considered to have waived any right under this contract because of failure or delay in exercising that right.

13. Third party rights

- i. A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

14. The law relating to this contract

- i. English Law governs this contract and we both agree to the exclusive jurisdiction of the English courts.