



Our General Terms & Conditions

Definitions

In these conditions “the Customer” means the person, firm or company who commissions the services of Mad About U Media Ltd “the Company”. By commissioning the Company to undertake work “the project” on their behalf, the Customer agrees that these Terms and Conditions of Trading define our working relationship. All projects, services or goods that the Company may be contracted to produce or provide for the Customer will be subject to the following unless otherwise agreed in writing:

Agency

We accept orders and instructions only on the basis that those instructing us do so as principals and are liable directly to us for payment of our account.

Adequacy of instructions

We provide services only on the basis that those instructing us give us all proper, necessary and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed, and that those instructing us indemnify us accordingly.

Fees

For each project, the Customer will receive an estimate either in writing or verbally outlining the project specifications and estimated fees for our time based on the Company’s current hourly rate or project fee and, where appropriate, any goods and professional services commissioned by the Company in order to complete the project. Work will begin upon the Customer’s written or oral approval of the estimate and this will constitute an agreement. The Customer agrees to pay the Company in accordance with the terms specified in each proposal/estimate or as outlined in these terms.

Estimates/Quotations and costs

Our quotes are valid for 21 days. Any advance payments or deposits are due immediately, with the remainder due within 30 days or as agreed within any project timeline document which details any milestone payments. Or on project completion for any other work. Our costs exclude VAT and any outside costs incurred (for example: travel, photography, copywriting, stock imagery, delivery, couriers and other reasonable expenses).

Our hourly rate is £85.00 per hour for any work outside an agreed list of deliverables, in the absence of a quote or due to author's changes and is charged at this rate. We reserve the right to charge our hourly rate for time spent discussing revisions or alterations to an already agreed project should these discussions exceed 30 minutes.

We will provide you with an estimated timescale for progress and completion of work and will use reasonable endeavours to meet those timescales (as long as you perform your obligations promptly). Any quoted dates or times are our best estimates only and we cannot guarantee that they will be met.

Use of third party contractors

We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work, which you instruct us to carry out for you. We shall pay the charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will take all reasonable care in selecting and instructing a Third Party Contractor. However, we have no control over the activities of a Third Party Contractor and therefore accept no responsibility for the services provided to you by that Third Party Contractor or for any errors or omissions in its work or products.

Payment

Unless otherwise agreed in writing between the Company and the Customer, the customer is required to pay 50% of the project cost before work can begin and all subsequent balances due are payable upon artwork or design approval or in the case of website development or application development then the balance is due before any project can be set live (publicly accessible).

Any costs of printed materials such as letterheads, business cards, brochures, flyers etc. must be paid in advance.

All credit accounts shall be paid up on or before the last working day of any calendar month following the month of the invoice date. The Company reserves the right

without notice and in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented to incorporate the features of European Directive 2000/35/EC to charge interest on past due balances at the rate of 3% over the Bank of England base rate per annum and reserves the right to refuse completion or delivery of work until past due balances are paid. The Customer shall pay the Company's costs, charges and expenses directly or indirectly incurred in obtaining or otherwise enforcing payment of outstanding accounts. For some projects the Company may charge stage payments or monthly payments. The Company reserves the right to make a search with a credit reference agency, which may keep a record of that search and will share the information with other businesses. The Company may also make enquiries about the principal directors with credit reference agencies.

Cancellation

Once the Provider has undertaken a commission for services, a cancellation fee of up to 75% will apply if the contract is terminated through no fault of the Provider. An interim invoice will also be levied for up to 75% of the total quotation value if the commissioned project's content is not received within 60 days of commission.

Revisions and alterations

New work requested by the Customer and performed by the Company after a proposal/estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, then we reserve the right to submit a revised proposal/estimate to you, and both parties must agree to a revised additional fee before further work proceeds. The Customer also accepts that any changes or alterations to their project could delay its completion and in such instances accepts this. We will endeavour to work swiftly to ensure the project is completed as soon as is possible.

Author's alterations or changes to copy or content requested after the artwork is completed are billed at our standard hourly rates unless otherwise agreed in writing.

If the brief of any project is altered then the Customer accepts there could be delays and agrees to work with the Company to ensure any alterations are provided promptly so that work can be completed efficiently. The Customer cannot hold the Company liable for any losses or costs incurred for any project delays as a result of the project brief being altered.

Overtime and rushed orders

Estimates are based on a reasonable time schedule and may be revised to take into consideration Customer's "Priority Scheduling" requests requiring overtime and/or weekend working. Knowledge of deadlines is essential to provide an accurate

estimate. In addition suppliers may mark up their charges in respect of work required in a hurry and these will be charged for.

Exclusion of liability

Under no circumstances whatever shall the Company be liable for losses special to the particular circumstances of the Customer, indirect or consequential loss including loss of profits, damage to property or wasted expenditure. Without prejudice to the other provisions of these conditions the Company's liability shall not exceed the total of the contract fees for the project. The fees for any project are based on the assumption that the liability of the Company and Customer are as set out herein.

Non-completion of services

Where you instruct us to undertake any service, you will be responsible for our costs in providing that service whether or not it proceeds to its conclusion.

Nature of copy and property belonging to others

The Customer agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. The Customer is responsible for all trademark, copyright and patent infringement clearances and is responsible for arranging, prior to publication, any necessary legal clearances, licenses, usage or royalty payments.

Errors and omissions

It is the Customer's responsibility to check proofs carefully for accuracy in all respects including but not limited to prices, spelling, dimensions and distances. The Company is not liable for errors or omissions. The Customer's signature or that of his authorised representative is required on all proofs or artwork prior to release for printing or other implementation.

Over runs and under runs

Some printers' terms enable them to deliver over or under the quantity ordered and to charge accordingly. In such cases the Customer will accept over runs or under runs that do not exceed +/- 10% of the quantity ordered and the Company will bill for the actual quantity delivered within this tolerance.

Placement of advertising

At the Customer's request we will purchase media space or airtime which will be billed at current rates including any agency commission. The Company cannot be held liable for advertising, which does not appear on a particular time/date or issue or in a particular position or break.

Property and suppliers performance

The Company will take all reasonable precautions to safeguard property entrusted to it. In the absence of negligence on its part, however, the Company is not responsible for loss, destruction or damage or unauthorised use by others of such property.

The Company will use its best efforts to ensure quality and timely delivery of all artwork, printed matter and other materials. The Company will use its best efforts to guard against any loss arising from the failure of its suppliers, media, or others to perform in accordance with their commitments but the Company is not responsible for failure on their part.

The Company cannot in any way be held responsible for quality, price, performance or delivery of materials made or supplied by others where the work has been placed directly by the Customer or his agents.

Lien

All materials or property belonging to the Customer, as well as work performed, may be retained as security until all just claims against the Customer are satisfied.

Rights of ownership

Once a project has been delivered by the Company and is fully paid for by the Customer, the Company will assign the reproduction rights of the design for the use(s) described in the proposal. The rights to all design and artwork, including but not limited to photography, music and or illustration created by independent photographers, artists or illustrators commissioned by the Company, or purchased from a stock agency on behalf of the Customer, remain with the individual designer, artist, photographer or illustrator or their agents.

The Customer may not use or reproduce the design, work or the property therein for a purpose other than the one(s) originally stipulated unless a transfer of rights and the payment of any additional fees have been made.

The Company reserves the right to photograph and/or distribute or publish for its promotional and marketing needs any work created, including roughs, visuals, mock-ups and presentations, as samples, Company newsletter, brochures, presentations and website and for entry for awards.

The Company will endeavour to store files on computer disks for a period of 6 months beyond the delivery of a job, thereupon the Company reserves the right to discard them without notice.

Web hosting, design & development

The hosting of websites by the Company on its own servers or through other hosting companies and the process of website design and development is subject to terms and conditions extra but not excluding these terms and conditions.

Limitation

The Customer will indemnify and hold the Company harmless for any loss or expense (including legal fees), and agree to defend the Company in any actual lawsuit, claim or action arising in any way from the working relationship. This includes but is not limited to claims made against the Customer and any of its products and services arising from the publication of materials prepared by the Company and which the Customer approves before publication.

Force majeure

Production schedules, storage of files and property belonging to the Client will be established and adhered to by both Customer and the Company, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, industrial dispute or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of the Customer or the Company. Where the Customer does not adhere to production schedules, final delivery date or dates will be adjusted accordingly.

General

The validity and enforceability of this agreement will be interpreted in accordance with the laws of England but the Company reserves the right to bring proceedings in connection with this contract in any other court of competent jurisdiction. Failure by the Company to enforce any of these conditions shall not be construed as a waiver of that condition or any other condition.

Entire Understanding

1. The agreement contained in this Contract along with the Providers General Terms constitutes the sole agreement between Provider and Client regarding its Web based, Print, Marketing and consultancy services. The latest, up to date copy of all of our terms can be found on our website www.madaboutu.co.uk These terms and conditions shall be governed and construed in accordance with English Law and any disputes arising in relation thereto shall fall within the exclusive jurisdiction of the English courts except where we agree otherwise.

Terms of Payment

1. 50% of project cost to pay on order (non refundable) and 50% on agreed completion. This quotation is based on an assumed understanding of the job specification and the time involved at the start.
2. Full pre-payment in the instance of booking services with a third party such as media space booking, airtime and any other third party services as required.
3. Late payments. After 30 days from date of invoice interest at 5% per month is due.

Insurance

The Client shall be responsible for affecting all necessary insurance in respect of any loss, damage, or expense that it may suffer directly or indirectly in relation to the provision or non-provision of the Providers goods and services.

Disclaimers

1. The Provider cannot be held liable for any information contained within The Client's website or printed literature. The content of such remains the copyright and intellectual property of The Client. The Client is liable for any reasonable legal costs incurred by the Provider caused by the content of The Client's website or other project and agrees to indemnify the Provider for any awards made by a court of law.
2. Search Engine entry and ranking can in no way be guaranteed as this remains the sole discretion of a third party search engine provider.
3. No liability will be accepted for compatibility issues with code or any errors, omissions or failings of software code produced.
4. Where in the instance that a time scale or schedule has been given, the Provider will not be responsible for any money lost to The Client if the deadline is not met.

5. On completion of any website it is the sole responsibility of The Client to manage the site. The Provider will no longer be responsible for the site upon completion unless an alternative agreement has been reached.
6. Should the Provider waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit the Provider to waive the same clause on any other occasion.
7. This contract shall be subject to UK Law. Where it is held that the Provider is not entitled to rely on any term in this contract, then the Provider may also be allowed to cancel all rights and obligations under this contract, or to hold all other clauses as valid entirely at his sole discretion.
8. The Provider reserves the right to amend these terms and conditions at any time.

Mad About U Media Ltd – Registered address: The Studio, 8 Church Mount, Sutton Village, Hull. HU7 4TJ – Registered in England and Wales N° 7555364 – VAT Reg. N° 110 5468 49.