



Website agreement

By placing an order and paying a deposit with Ontime Media, you confirm that you are in agreement with and bound by the terms and conditions below:

Definitions:

The Client: The company or individual requesting the services of Ontime Media

Ontime Media: Primary designer/site owner & employees or affiliates.

General

Ontime Media will carry out work only where an agreement is provided either by email, telephone, mail or fax. Ontime Media will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Ontime Media and the client, this includes telephone and email agreements.

Website and Graphic Design

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, Ontime Media cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of Ontime Media until all outstanding accounts are paid in full.

Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by Ontime Media remain the copyright of Ontime Media and may only be commercially reproduced or resold with the permission of Ontime Media.

Ontime Media cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

The client agrees to make available as soon as is reasonably possible to Ontime Media all materials required to complete the site to the agreed standard and within the set deadline.

Ontime Media will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Ontime Media will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner.

Ontime Media will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

Ontime Media will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.



Website Design Payment

A deposit of 25% is required with any project before any website design work will be carried out. Final balance is due on the website going live.

The website and all scripts associated remain the property of Ontime Media until the full account has been paid by the client.

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e if the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in website being taken offline and all associated email being suspended. Legal action will be taken if necessary.

Additional Work: Ontime Media agrees to provide a draft on all work before sign off (logo's/ graphics and website). The client is obliged to pay for any text changes, graphic design, programming.

Database, Application and E-Commerce Development

Ontime Media cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, cgi applications or software (unless specifically agreed) written by Ontime Media remain the copyright of Ontime Media and may only be commercially reproduced or resold with the permission of Ontime Media.

Where applications or sites are developed on servers not recommended by Ontime Media, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the clients responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by Ontime Media before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Ontime Media will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

Ontime Media cannot be held responsible for problems or additional costs arising due to any errors made by third parties, or failure to maintain a current copy of your own website. (Back ups can be made at your request.)

Website Hosting

Ontime Media will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, or and 3rd party hosting provider.

Ontime Media may act as a reseller or licensor of certain third party services, hardware, software and equipment used in connection with the Services ("Non-Ontime Media Products"). Ontime Media shall not be responsible for any changes in the Services that cause any Non-Ontime Media Products to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Non-Ontime Media Products, either sold, licensed or provided by Ontime Media to you will not be deemed a breach of Ontime Media's obligations under this Agreement. Any rights or remedies you may have regarding the ownership, licensing, performance or compliance of any Non-Ontime Media Product are limited to those rights extended to you by the manufacturer of such Non-Ontime Media Product. You are entitled to use any Non-Ontime Media Product supplied by Ontime Media only in connection with your use of the Services as permitted under this Agreement. You



shall make no attempt to copy, alter, reverse engineer, or tamper with such Non-Ontime Media Product or to use it other than in connection with the Services. You shall not resell, transfer, export or re-export any Non-Ontime Media Product, or any technical data derived therefrom, in violation of any applicable law, rules or regulations.

If your hosting is not renewed by the expiry date, then hosting will be DEACTIVATED and all files associated within the hosting space will be deleted. The site would no longer be available. We strongly recommend website owners take a back up of their website files before cancelling their hosting account. Site details and instructions can be supplied on request.

Hosting Payment Policy & Billing Procedures

All accounts are set up on a pre-pay basis. All pricing is guaranteed for the term of pre-payment. Ontime Media reserves the right to change prices at any time. Payment is due each anniversary month or period following the date the account was established. If 10 days have passed and payment has not been posted, the account will be suspended until further notice. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies Ontime Media to request termination of services.

Payment of Accounts

A deposit is required from any new client before any work is carried out. It is the Ontime Media policy that any outstanding accounts for work carried out by Ontime Media or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with Ontime Media

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email to remind them of such payments if they are not received when due.

If accounts are not settled or Ontime Media have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj's) being added to the clients credit rating.

Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

Passing of Rights

Once all amounts due to us from you are paid and cleared you are assigned the rights to use, as applicable, the products and services, including, the web site which includes the text, graphics, animation, audio components and digital components contained within the finished web site, in accordance with these terms and conditions, the Project Agreement and any applicable agreement, terms or licence but no rights of ownership are conveyed unless specifically stated in the Project Contract.

No such rights as described in above will pass until all amounts due to us from you are paid. This means that we will have a lien over any service, products, data or information. If you have not paid the invoice in full within 2 months from the date of the invoice you agree that you will forfeit your rights.

The rights to photographs, graphics and any third party items such as source code, always remain the property of their respective owners.

Unless you have our specific written agreement in the Project Contract, all products, including Content Management



Systems, interfaces, navigational devices, menus, menu structures or arrangements, icons, help, all operational instructions, scripts, cgi applications, software, programming/source code, and all other components of any source or object computer code that comprises the Website, all literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Content and design elements used or developed and all software, and our products and results of our services remain our property and we retain full ownership rights and all intellectual property rights. You specifically agree not do anything that may in any way infringe upon or undermine our rights, title, or interest in the Website or our products and services. This includes, but is not limited to, any sale, transfer or gift of the whole or of any part of any item, data or anything whatsoever that we own. You fully understand that we may reproduce, reuse, develop and use in any other way we choose, anything within our ownership

Complaints Procedure

Informal procedure

Anyone who experiences a problem with their web service provided by Ontime Media should raise the matter directly using our online contact form to do so, giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint.

Ontime Media will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to Ontime Media, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.