

Terms & Conditions Web & Hosting

DIGITALFLARE LTD #06992385

1. A 'Project' is any work undertaken or service provided by DigitalFlare Ltd for the Client on their request and as described in our confirmation order email to that Client.
2. A 'Client' is a person, persons, business or organisation using any of the services provided by DigitalFlare UK Ltd.
3. 'Live Mode' means the date the website is available on the Client's domain.
4. 'Domain' is the website address as specified by the Client.
5. 'Open Source Software' is software made freely available to anyone under the GNU General Public License (GPL).
6. 'Hosting' is a yearly cost to keep a Clients website activated online.
7. 'Content' is both text and images that the Client requires on the website.
8. 'mb' stands for megabytes and is a measure of storage space.

1. The contract between DigitalFlare Ltd and the Client will be on these conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.
2. The works to be carried out shall be as set out in the DigitalFlare Ltd confirmation order email.
3. Email will be the method of contact with regard to all communication. Although DigitalFlare Ltd can be contacted by telephone, we will use email as our method of communication and therefore it is the Client's responsibility to inform us of any change in email address so we always have up to date email contact details. DigitalFlare UK cannot be held liable in any way relating to communication issues if we are not supplied a valid email address. DigitalFlare UK will acknowledge all emails within 3 working days.
4. DigitalFlare Ltd will only commence work on a Project after receipt of a non refundable, 30% deposit of the quoted Project fee from the Client. DigitalFlare Ltd will also require 20% payment upon overall approval of the design. In some instances a 50% initial payment will be requested for websites featuring bespoke content management systems. The final 50% payment is to be made on completion of the website. The website will be switched to Live Mode once the Clients remaining balance is paid in full. We reserve the right to request full payment on some projects.
5. The deposit paid to DigitalFlare Ltd partially covers the cost of design and development work carried out. The deposit also includes any admin work and communication with DigitalFlare. The deposit is non refundable unless DigitalFlare Ltd are unable to complete a project through no fault of the Client.
6. Level 1 Flash animation refers to 3 hours of Flash development time on the Client's website by DigitalFlare.
7. DigitalFlare Ltd shall expect the Client to carry out sufficient research before proceeding with a website. This will include checking that the website idea business will operate legally. It is important that the website is not in any way illegal.
8. It is important for the Client to keep in contact with DigitalFlare Ltd throughout the entire Project. If a Client does not make contact for 2 weeks we will make up to 3 attempts to contact the Client by email using the email address specified when the Client went ahead. Finally we will telephone the Client. If we do not receive a response to these attempts of contact the project may be terminated, and the deposit will not be refunded.

9. Where images used on the website have been purchased by DigitalFlare Ltd on behalf of the Client, these images are strictly for use on the website only. DigitalFlare Ltd are not liable for misuse of these images by the Client or any other person's copying, altering or distributing the images to individuals or other organisations.
10. DigitalFlare Ltd will host the website if the Client requires us to do so and on receipt of full payment of our Hosting fees. In doing so, DigitalFlare Ltd will endeavor to provide a reliable and professional service to the Client at all times but do not guarantee that the website Hosting will be available at all times, especially in the event of a technical failure beyond our control.
11. All hosting offered by DigitalFlare UK is limited to 300mb of website space unless otherwise stated in a separate contract. If your site requires more than 300mb of space we will advise you of other hosting packages. Visit our website for the latest hosting prices.
12. DigitalFlare Ltd cannot be held responsible for anything adversely affecting the Client's business operation, sales, or profitability that might be claimed is a result of a service offered by DigitalFlare UK Ltd.
13. Where asked to provide search engine optimisation for a Client, DigitalFlare Ltd do not guarantee any specific placement or high ranking on search engines.
14. DigitalFlare Ltd will provide the Client with an expected completion date for the Project (live on the internet) if requested. DigitalFlare Ltd will endeavor to meet any given deadline, but do not guarantee and are not bound in any way to complete the Project by this date. The expected completion date provided by any employee of DigitalFlare Ltd is purely an estimate. As a small business if an employee falls ill some delays may occur. Drastic changes to a project brief will effect completion dates.
15. It is the Client's responsibility to check with DigitalFlare Ltd whether Open Source Software is being used or not.
16. The Client shall not be charged for Open Source Software. If there is a charge for a website using Open Source Software, the Client is paying for the installation time. Open Source Software is not owned by DigitalFlare Ltd or the Client.
17. DigitalFlare Ltd own all design and code of the website until final payment has been received in full. Once final payment is received, the Client will then own the design and code of the website, unless Open Source Software is used. Images will have been purchased

by DigitalFlare Ltd for the Client, unless the images have been supplied by the Client. Images purchased by DigitalFlare are licensed only for use on the Client website and are limited to no more than 20 images dependent on the size of the project. Item 17 is subject to item 16.

18. All images displayed on the Client's website will only be used after authorisation by the Client, and are the sole responsibility of the Client regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any images supplied by the Client or DigitalFlare UK Ltd, they will be the sole responsibility of the Client.
19. Domain names will be registered by DigitalFlare Ltd and also registered to the DigitalFlare Ltd current address. Although the domain names are registered to DigitalFlare Ltd, the Client is the legal owner of the domain and if they request to have details changed or the domain transferred elsewhere, DigitalFlare Ltd will do this within a reasonable timeframe.
20. A domain name will be registered by DigitalFlare UK on behalf of the Client once we have received the initial deposit and a completed creative brief.
21. It is the responsibility of the Client to renew their domain names when due. If a domain name expires, DigitalFlare Ltd cannot be held liable for this. However, DigitalFlare Ltd will make reasonable effort to contact the Client regarding domain renewal.
22. When a Client renews Hosting with DigitalFlare Ltd, this also includes domain renewal if the renewal is needed to keep the site functioning and was purchased as part of the Hosting package. If the Client does not renew the Hosting, their domain name could be made available to the public for purchase and DigitalFlare Ltd cannot be held liable for this.
23. Renewal of Hosting is due on a yearly basis. The date of renewal will be annually from the date the website was made live. The Hosting will not be renewed if DigitalFlare Ltd cannot contact the Client or the Client requests for DigitalFlare Ltd to not host this site. This will also affect the domain as per item.
24. The Hosting renewal charge must be received within 10 working days of the Hosting expiry date. DigitalFlare Ltd reserve the right to deactivate any website where the Hosting has expired and the Client has not paid the renewal charge. There will be an admin fee set by DigitalFlare Ltd for reactivating the website/Hosting.
25. If the Client does not use DigitalFlare Ltd Hosting services, then the management and Hosting of the Domain name are the full responsibility of the Client.

26. DigitalFlare Ltd will refund any project deposit should we not be able to complete a project if the developer or designer working on the project falls ill or no longer works for DigitalFlare.
27. Should a Client wish to move Hosting away from DigitalFlare Ltd or transfer a Domain name away from DigitalFlare UK Ltd, a £20 admin charge will be issued, which must be paid before the transfer takes place. This fee may be waived on special occasions.
28. DigitalFlare Ltd has no control of, or responsibility for, the content of Clients' websites. In no way does the textual or image based Content of our Client's web sites constitute DigitalFlare Ltd endorsement, or approval of the website or the material contained within the website. DigitalFlare Ltd has not verified any of the materials, images or information contained within our Client's web sites and is not responsible for the content or performance of these sites or for the Client's transactions with them. DigitalFlare Ltd provides links or references to our Client's websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but does not guarantee or warrant that such links will point to the intended Client site at all times.
29. It is advised that Clients check the source of any audio / video or imagery sent to DigitalFlare to ensure copyright laws are not broken. We are not responsible for any copyright issues for content provided to us.
30. DigitalFlare Ltd are not liable for loss, damage or corruption to files or information stored on its servers or individual PCs relating to a Client's website. The Client is solely responsible for any information or files relating to its website.
31. If a Domain name is purchased by the Client through a company other than DigitalFlare UK Ltd, the Client has full responsibility in making sure that the domain name is renewed when due. DigitalFlare Ltd will not renew the Domain name when annual Hosting renewal is due if the Domain name is purchased through a company other than DigitalFlare UK Ltd.
32. DigitalFlare Ltd makes no claims that the contents of this website may be lawfully viewed or downloaded outside England and Wales. Access to this website may not be legal by certain persons or in certain countries. If this website is accessed from outside of the United Kingdom, it is done at the owner risk and the visitor is responsible for compliance with the relevant laws of the visitor's jurisdiction. The terms and conditions of this website are governed by the laws of England and Wales. Jurisdiction for any claims arising in respect of this website's Content shall lie exclusively with the courts of England. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision

shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.

33. Terms & Conditions are subject to change at any time without written notification.
34. The initial payment or deposit made to DigitalFlare Ltd shall act as the acceptance of these terms for both parties.

Late Payments / Invoice Terms

35. Invoices paid beyond the payment terms (NET 30) may be subject to late fees. (At our discretion). Late payments may also result in website hosting and email down-time. For domains: If you do not renew your domain name prior to expiry, you may lose your domain or incur a late renewal fee, late fees are set by the Domain issuer, not DigitalFlare. A domain is classed as late on the day of expiry. In some instances, a domain cannot be renewed after expiry. It is in your best interest to renew your domain early.
36. For Invoices which are paid later than the 30 day terms, a “delayed payment” may be charged. This is at the discretion of the director. Delayed payments are usually charged at 8% plus the Bank of England base rate. You will be notified of any delayed payment charges which are to be added to your bill.
37. After 45 days of non-payment from the date of the invoice we reserve the right to suspend any live website, email or service.
38. Card Payments: DigitalFlare Ltd will take a 2% service charge payment on any payments received using a credit or debit card. If this is not acceptable to the Client, we also accept BACS and Cheque as an alternative payment method.

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