

The Terms & Conditions of our service

The following Terms & Conditions are a non-negotiable part of any project agreements and any other additionally offered services between the registered company Media Villa Webdesign Limited as the service provider and the service receiving customer of Media Villa Webdesign Limited, hereafter called the client. These Terms & Conditions may be amended but not altered or reduced as they build the legal base on which Media Villa Webdesign Limited provides its services. An extended version of these Terms & Conditions are in preparation and will be available in short. Amendments shall not affect the validity of any of these Terms & Conditions.

These Terms & Conditions are an essential part of every ordered service and contract with Media Villa Webdesign Limited and are exclusive and not negotiable under any circumstances and will under no circumstances be changed or amended on customer/client request. No other/additional terms, contracts or conditions may apply or have any validity to a service agreement with Media Villa Webdesign Limited. If additional terms or conditions or contracts stand in conflict with any part or the whole of Media Villa Webdesign Limited Terms & Conditions, these additional terms, conditions or contracts will become invalid as being superseded by the Media Villa Webdesign Limited Terms & Conditions in this document as only the Media Villa Webdesign Limited Terms & Conditions can legally stand for and outline the terms and conditions under which the company Media Villa Webdesign Limited offers, provides and executes its services and products. Every client must agree to these Terms & Conditions and automatically agrees to these Terms & Conditions by ordering a service with Media Villa Webdesign Limited.

1. The costs for a project or single service agreed on with Media Villa Webdesign Limited by the client are payable in parts of either 4/4 (25%), 3/3(2*33%,1*34%) or 2/2 (50%) of the total costs involved depending on the total value of the project. The first part of which is payable as a non refundable deposit and order confirmation by the client at the beginning of the project, and will act as a legally binding order confirmation and contract with these Terms & Conditions as a contractual base. The remaining costs are payable in parts at agreed stages of the project by the client. The last and final payment is due after approval of the finished project and before publication of the final release. If the web site project is built on a CMS(Content Management system) or an eCommerce shop system, the back end login details for the Administration Area will be unlocked only after the final payment has been made. A deposit or any already paid instalment related to a single service, the first part payable of the total value of a project is non refundable under any circumstances, in the event of cancellation of services from Media Villa Webdesign Limited. If a client insists on a different payment agreement other than that outlined above, the client does so on their own responsibility and agrees that all advance payments will be non-refundable by the clients own choice.

1.b. The costs for any ongoing services agreed on with Media Villa Webdesign Limited such as web site maintenance, web site content update services or any other related services are payable either upfront prior or on the date on which such services have been agreed on to commence. The fees and costs for such ongoing services can be paid either in full in advance or as monthly instalments for the duration of the services agreed on with Media Villa Webdesign Limited. The minimum term for any ongoing service agreed on with Media Villa Webdesign Limited is 6 month of service. Thereafter the ongoing service agreed on with Media Villa Webdesign Limited will renew it self automatically for one month (1 month) each month and will be converted into a monthly subscription of service unless cancelled at least 14 days prior to the date on which the agreed on service will renew it self. A cancellation of on ongoing service agreed on with Media Villa Webdesign Limited must be submitted by email or letter or any other written form to Media Villa Webdesign Limited at least 14 days prior to the date on which the ongoing service ends. Text messages from mobile telephones are exempt from being a valid form of cancellation and are not accepted as a valid form of cancellation. If such written cancellation of the agreed on service is not received 14 days prior to the end of the service agreement the service will renew it self on a monthly base (on month at a time) with all costs and responsibilities involved for the client. In such case Media Villa Webdesign Limited will also claim the right to charge the client for the renewed ongoing service agreed on on a monthly base. If an ongoing service agreed on with Media Villa Webdesign renews it self and converts into a monthly subscription of service any previously agreed on discounts or price reductions will be void and the fees for such services will revert to the standard price valid and outlined on any publication from Media Villa Webdesign Limited such as the companies web site (<http://www.mediavilla.co.uk/>), prospects, flyers and any other public announcement from Media Villa Webdesign Limited at the date of renewal. Previously agreed on discounts, price reductions or previous standard prices which have been updated since the date on which an ongoing service with Media Villa Webdesign has been agreed on will not be carried over into an automatic renewal and will not be valid on the date of renewal. If the ongoing service agreed on with Media Villa Webdesign Limited exceeds the minimum term of 6 month the agreed on term of service will commence until the date hat has been agreed on as the ending date of service. Such terms can be of the length of 12 month or 18 month.

2. Media Villa Webdesign Limited reserves the right to refuse to undertake any further work on any agreed on service for the Client if an invoice is not paid on time and remains outstanding for 3 days or longer. Media Villa Webdesign Limited reserves the right to remove any work done for a Project from any computer systems and the internet, if invoice payments are not received within 14 days of the invoice date. If payment is not received by Media Villa Webdesign Limited within 30 days of the invoice date, interest will be charged at 9% above the base rate of the Bank of England and will continue to be charged on a daily basis until payment is received in full. The removal and / or lock of Project data and material does not affect or relieve the client of their obligations to pay the due amount of the invoice plus accumulated interest. Also, the client agrees to pay any reasonable legal fees, expenses and 3rd party collection agency fees in the case that Media Villa Webdesign Limited decides to use these services to enforce payment of outstanding invoices.

3.a. Furthermore, a client agrees to provide all materials and information needed for completing the project such as company brands and logos, content material and texts, image/photo material, database data the client wishes to see or use on their web site project in a reasonable time. The production of such material is not included in a web site project but can be requested as an extra service which will also be charged separately with additional invoices. The client also agrees to ensure the full delivery of all needed materials and information at least 14 days before the end of an agreed deadline for project completion. If, for any reason, the delivery of all information and materials needed for project completion is not received at least one 14 days before an agreed deadline, any agreed deadline is void and cannot be claimed against. Also, the client confirms and ensures that the client holds the rights to all delivered materials, information, art work, images, text copies and database data or that all delivered materials and contents are free of copyright and do not violate 3rd party rights. Media Villa Webdesign Limited will not take responsibility for any violation of any 3rd party rights caused by materials delivered by the client.

3.b. Media Villa Webdesign confirms that all and any delivered materials, information, art work, images, text copies and database data in relation to a clients project or service will only be used in relation to the clients project or service. Furthermore Media Villa Webdesign Limited confirms to treat all materials, information, art work, images, text copies and database data in possession by Media Villa Webdesign Limited in relation to the clients project or service with the highest confidentiality and adhere to all legal data protection laws, GDPR regulations and standards. Excluded from this guaranty are materials, information, art work, images, text copies and database data which have been published or transmitted to a 3rd party for publication or have been uploaded or installed on a 3rd party web hosting service on which Media Villa Webdesign Limited has no direct control over. Also this guaranty is limited to computers, mobile devices, data storage devices and internet services under direct and uninterrupted control of Media Villa Webdesign Limited. Media Villa Webdesign Limited is under no circumstances responsible for breach of security, data protection regulations or confidentiality agreements caused by any 3rd party either through carelessness or intend.

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3.c. In the case Media Villa Webdesign Limited is being falsely accused of being in violation of breach of security, data protection regulations or confidentiality agreements including the confidentiality guaranty given within Media Villa Webdesign Limited own Terms and Conditions or is being held responsible for breach of security, data protection regulations or confidentiality agreements caused or initiated by any 3rd party, Media Villa Webdesign Limited will claim its right to seek legal representation and claim its right to file for compensation in court of law.

4.a. Changes of functions, layout, design, content creation and the development of further functionality for a web site project not agreed at order confirmation are not part of a web site project, will be offered and can be ordered separately and will be charged separately. If a CMS (Content Management System) or eCommerce Shop System is used and the client requests a functionality that requires additional software in form of a module or plugin integrated into the used dynamic web site system, the client agrees to be responsible for the costs of additional software that may be involved in form of development costs, license fees or software charges. Media Villa Webdesign Limited will not take responsibility for these costs in case if they occur.

4.b. Changes of functions, layout, design, content creation and the development of further functionality on a web site which are not part of the clients web site on the day a web site maintenance service agreement is being agreed on with Media Villa Webdesign Limited are not part of such web site maintenance service agreement. A web site maintenance service agreement is limited to ensuring the functionality, stability and performance of the clients web site in its current state at the day the agreement starts and to update the clients web site with content delivered to Media Villa Webdesign Limited by the client. Additional functionality, changes of design and layout and extending the web site system will be offered and can be ordered as separate services and will be charged separately as per §4.a. of the Media Villa Webdesign Limited Terms and Conditions.

5. Additional ordered services and functionality such as creating a company logo and brand, taking photographic images or developing additional and / or changing functionality which are not part of a web site project agreement at the time of the order confirmation will be charged on an hourly base of £35 per hour and minimum of £280 per day.

6. Media Villa Webdesign Limited is under no circumstances responsible for any kind of problem or damage that appears on a finalised, deployed and approved web site project that has been in a fully functional state at the date of publication, or where problems have emerged due to false handling of the web site and Content Management System. Repairs and changes to a web site project are treated as additional ordered services as per paragraph §4.a. of the Media Villa Webdesign Limited Terms and Conditions and will be charged on the same basis. Also, Media Villa Webdesign Limited is under no circumstances responsible and will not give any warranty for any kind of software problems, bugs, issues, security breaches, theft of data and source code functionality of a web site project in development if the development platform is a 3rd party web server / hosting service of the choice of the client, and has not been chosen by Media Villa Webdesign Limited. In this case the client is responsible in full for the required functionality, security and data protection of such web server / hosting service and all related services.

7. In case the client decides to employ a 3rd party besides and other than Media Villa Webdesign Limited who is not working with Media Villa Webdesign Limited or is not considered, and added to an agreement in writing as an additional 3rd party co-worker on a specific project at the initial project agreement or during development of a project, the customer/client loses all guarantees and claims on the project agreement due to changes to the project by a 3rd party, which may or may not affect functionality or other parts of the project. All further requests related to a specific project will then be considered and charged as additional work as per paragraph 4 of these Terms & Conditions and all advance payments already paid out at the time will be non-refundable.

8. On agreement Media Villa Webdesign Limited commits to provide the best possible service and develop the project agreed on to best possible standards and best practice. Media Villa Webdesign Limited also commits to keep all client matters, materials and data under highest confidentiality and protect client interests under any circumstances. Media Villa Webdesign Limited will communicate any issues and problems regarding a project in development and commit to work to its best abilities to solve any problems as they occur until the project agreed on is finished and approved by the client. Media Villa Webdesign Limited is under no circumstances responsible for loss, damage or any other negative effects caused by imposed deadlines and time-scales which have not been consulted and synchronised with Media Villa Webdesign Limited to verify that such deadlines and time-scales are in fact achievable. Also, Media Villa Webdesign Limited is under no circumstances responsible for loss, damage or any other negative effects such as theft of data, breach of security or misuse of web site functionality or breach of confidentiality if a 3rd party service such as a web hosting / server provider or a provider of content material such as text copies, images, art work or information causes delays that are caused by failure to deliver full service without errors, problems and issues, which increase actual working time and have negative effects on schedules.

9. Media Villa Webdesign Limited reserves its right to visibly mark internet / web projects and work that is part of the confirmed agreement with its registered name of Business in combination with a linked URL to its own web site either as "Developed by" or "copyright by" depending on whether Media Villa Webdesign Limited has only developed the web site project or was also responsible for the design of the artwork used in the web site project at hand. Media Villa Webdesign Limited claims the right to charge an additional fee for the request to remove this mark as a "loss of reference" compensation depending on the value, the reputation and the public exposure potential of a project of up to an additional 100% of the initially quoted and agreed on price/value of the project. The minimum additional fee will never be less than an additional 60% of the initially quoted and agreed on price/value of the project. The mark will be removed only after and never before this additionally charged fee has been paid in full. The client has no permission to remove that mark on own initiative and will be held liable for failure to comply.

10. The relationship between Media Villa Webdesign Limited and the client is purely a service provider / customer relationship. Nothing in this agreement shall be deemed to create a partnership, joint venture or contract of employment of any kind between the parties. All work related to the project of the client shall be executed and processed from Media Villa Webdesign Limited's own facilities / office spaces and equipment without exception. On-site working schedules at the client's offices or facilities are not part of a project agreement and shall be agreed and charged for by Media Villa Webdesign Limited separately from the agreed project price.

11. The client may request in writing the cancellation of the agreed on project or service. If the client chooses to cancel a project or service before order confirmation through email, letter or payment of initial payment of a deposit, the cancellation will commence without effect. If the client cancels a project or service after order confirmation through email, letter or any other legal form of cancellation after order confirmation by email, letter or payment of initial payment of deposit and any thereafter paid fees of service, the client agrees to forfeit any claims against the agreement and will not receive a refund on already paid fees from Media Villa Webdesign Limited.

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12. Media Villa Webdesign Limited will not be liable for any failure or delay to perform its agreed obligations in regards to a project in progress or an ongoing service agreements if the cause for such failure or delay is due to 'Force Majeure' which includes any natural or non-natural cause such as fire, flood, crime, strike, telecommunication problems, software failure, hardware failure, third party interference, web server failure, accident, electricity failure at any facility involved in the project production or service fulfilment or any other reason outside of the control of Media Villa Webdesign Limited. In such events, Media Villa Webdesign Limited and the client will agree on an update of schedules and deadlines.

Definitions:

In these Conditions, the following words and expressions shall have the meaning set out below:

'Agreement': means these Conditions read in conjunction with the Specification and Quotation letter or email or as specified in invoices sent by Media Villa Webdesign Limited

'Client': means the individual or business named as the recipient of the Quotation letter, email or as specified in invoices sent by Media Villa Webdesign Limited.

'Media Villa Webdesign Limited': is a trading name of Media Villa Webdesign Limited (Company house registration: 11871035)

'Project': means described by the Specification and governed by this Agreement.

'Specification': means the Project details in or annexed to the Quotation letter, email or as specified in invoices sent by Media Villa Webdesign Limited.

'ongoing services': means services over a specified time period which have been agreed on between Media Villa Webdesign Limited and the client.

Media Villa Webdesign Limited is registered at:

Brunel House 340 Firecrest Court, Centre Park, Warrington, Cheshire, United Kingdom, WA1 1RG but also uses

55 Ryleyfield Road, Milnthorpe, Cumbria, LA7 7PU, United Kingdom as its official physical location of business and within official business communication.

The construction, validity and performance of these Terms & Conditions shall be governed by the laws of England and Wales.

All services provided by Media Villa Webdesign Limited to the Client shall be governed by these Conditions overruling all other terms stipulated at the point the time of order.

If there is any conflict between these Conditions and any other agreement made between Media Villa Webdesign Limited and the Client, these Conditions will overrule all other agreement additions and prevail.

The client confirms to agree to these Terms & Conditions and all adjustments to these Media Villa Webdesign Limited will need to commence.

The client also confirms to agree to the latest current Version of the Media Villa Webdesign Limited Terms & Conditions instead of previous Versions of the Terms & Conditions. Failure to do so will result in the immediate termination of any type of project agreement or other offered services such as web site maintenance service agreement or support services offered by Media Villa Webdesign Limited without any possibility of reimbursement or refund of already paid fees.

It is imperative for any current and future service provided by Media Villa Webdesign Limited that the client agrees to this current Version of the Terms & Conditions and that the client confirms its agreement that any previous versions of these Terms & Conditions have been replaced and are as of now invalid also for already agreed on projects and projects in progress and ongoing services agreed on with the publication of this Terms & Conditions document on our web site at <http://www.mediavilla.co.uk/>.

The right to change these Terms & Conditions is reserved by Media Villa Webdesign Limited only. Media Villa Webdesign Limited may change these Terms & Conditions on own initiative if necessary, and may add additional Terms & Conditions to orders and contracts on an individual basis depending on situation and subject of the order. The Media Villa Webdesign Limited Terms & Conditions will never be reduced on client request. Also these Terms & Conditions apply to all project agreements and ongoing services with Media Villa Webdesign Limited which have been agreed to and will be agreed to without exceptions. Any previous versions of these Terms & Conditions will be automatically invalid upon publication on our Web Site at <http://www.mediavilla.co.uk> and this current version will become valid as the sole Terms & Conditions including for projects and ongoing services already agreed on and in progress. Any and all clients are responsible for keeping them self updated and informed about the latest version of these terms and conditions as they affect the work and service relationship (as per §10) between Media Villa Webdesign Limited and the client. Media Villa Webdesign Limited is not responsible for any disagreement resulting in the failure of the client to keep them self updated and informed about these Terms & Conditions. The failure to stay updated and informed about these Terms & Conditions does not protect Media Villa Webdesign Limited or the client from the effects these Terms & Conditions have on any agreement and or service relationship (as per §10).