

## Terms and conditions

Please read these terms carefully. Receiving services from Make Hay Ethical E-Media (including but not limited to the use of our website [www.makehay.co.uk](http://www.makehay.co.uk)) constitutes acceptance of these terms.

### Statutory rights

These terms and conditions do not affect your statutory rights.

### Make Hay's own website

1. [www.makehay.co.uk](http://www.makehay.co.uk) is wholly owned by Make Hay Ethical E-Media Ltd

1.1 Information supplied in the web pages of [www.makehay.co.uk](http://www.makehay.co.uk) has been prepared with care and is accurate to the best of our knowledge, this information being honest, decent and legal from the date of creation.

1.2 Whilst we endeavour to ensure that all information displayed on our website is accurate and up-to-date, the information provided is as is and Make Hay Ethical E-Media Ltd cannot be held responsible for any actions made based upon the said information. Please also note that all content provided is protected by copyright and intellectual property laws.

1.3 Information supplied on our web pages is for guidance only and does not in any part form a contract and may be subject to change without notice. We are not liable for any incidental, consequential, cumulative, direct or indirect losses or damages from the use or misuse or inability to use, including omissions and misrepresentations and any errors on our web pages.

1.4 The entire contents of [www.makehay.co.uk](http://www.makehay.co.uk) are copyright with all rights reserved and remain the property of Make Hay Ethical E-Media. Content on the Make Hay Ethical E-Media Ltd website may not be re-distributed, re-packaged or used in any way unless written permission has been granted.

1.5 Make Hay Ethical E-Media Ltd does not accept any liability (including negligence) in respect of third party information or other material made available on, or which can be accessed using, this Website. Information or material accessed or downloaded through our web pages for personal or private use is done so entirely at the user's own risk and the user accepts responsibility for any damage to hardware or software or data loss even if we are aware of the possibilities of such damage.

1.6 No liability is accepted for third party websites linked to or from or accessible through [www.makehay.co.uk](http://www.makehay.co.uk).

1.7 In the event of a dispute arising from the use or contents of [www.makehay.co.uk](http://www.makehay.co.uk), we Make Hay Ethical E-Media Ltd and the user, agree to exclusively accept the jurisdiction of the courts of England and Wales.

## 2. Pricing & Payment

2.1 Make Hay Ethical E-Media Ltd will provide the client with a written quotation which will include all costs. On receipt of the client's order and deposit, we will commence work.

2.2 Make Hay Ethical E-Media Ltd will require a 40% deposit on account of fees stated in the quotation to be paid prior to commencement of work.

2.3 Once work has commenced, which is only taken up once Make Hay Ethical E-Media receive the client's 40% initial payment, no refunds will be given.

2.4 In the event of cancellation before a website has been completed no refund shall be given on the initial 40%, however the final 60% charge will be waived. Partially completed work will not be supplied.

2.5 An invoice for the remaining 60% of the fees will be presented to the client on completion of the services provided and will be due for payment strictly within 30 days of submission. During development of the client's website and until full payment has been received the client's website shall remain hosted on the hosting space of [www.makehay.co.uk](http://www.makehay.co.uk). Only when the full payment has been received by Make Hay will the client's website be hosted on the hosting space of the client's domain.

2.6 Payments are accepted in GBP (Great Britain Pounds) only unless otherwise agreed.

2.7 Clients from all over the world are welcome, any export duties, taxes or country specific regulatory obligations are the responsibility of the Client.

2.8 The following payment terms shall apply unless specifically varied in writing by Make Hay Ethical E-Media Ltd: all fees quoted are exclusive of VAT, VAT is chargeable in respect of any goods, work or services supplied by Make Hay Ethical E-Media Ltd, at 17.5% and will be added to payments otherwise due.

2.9 Any additional features to websites are subject to surcharge. In the event a feature is required which has not been included in the quotation Make Hay Ethical E-Media will give written notice prior to implementation and seek acceptance of the surcharge. The cost will be added to the final invoice unless the amount exceeds £500+VAT, in this case an order is required from the client and an interim 40% invoice shall be issued with payment due before continuation of work or commencement of additional features, the remaining 60% will be added to the final invoice.

2.10 Make Hay Ethical E-Media Ltd provide the website features as described in the quotations received. All quotations are valid for 60 days, unless otherwise stated or 3rd party services, of which we have no control, are altered.

### **3. Payment policy**

3.1 An invoice will be issued up to the total value of the order after either the site has been approved by the client or a period of 7 days have passed since Make Hay Ethical E-media have completed the order and the client has been asked to approve the site. Make Hay Ethical E-Media retain the right to remove a site from its temporary position on the hosting space of [www.makehay.co.uk](http://www.makehay.co.uk) and not transfer the website to the hosting space of the client's domain should any invoice remain outstanding for more than 30 days.

3.2 In the event that full payment is made later than required or if only partial payment is made, Make Hay Ethical E-Media may at its discretion either:

3.2.1 charge for administration costs and interest on any monies owed at the rate of 12.75% interest per month, calculated daily and a debt collection fee. Failure to apply such charges does not constitute a waiver of the option to charge.

3.2.2 suspend the provision of service to the client until payment is received in full

3.3 All completed websites become the property of the client, subject to all accounts being paid, with the following restrictions on use: 1) Only one instance of a website can be made available on the World Wide Web or any Intranets / Extranets unless a licensing agreement has been reached; 2) Database Connection strings will not be divulged to the client due to security risks. (These strings would in any event need amending if the site was to be moved to an alternative

host / server); 3) No portion of the coding can be copied / duplicated or redistributed in any form electronic or otherwise unless a licensing agreement has been reached; Please note that upon request web site files can be provided on CDR media (surcharge of £10+VAT).

**4. Ownership** - The client will only own the goods once Make Hay Ethical E-Media Ltd have received payment in full.

**5. Minor changes** – From the date of invoice for completed work the client has a period of 30 days in which Make Hay Ethical E-Media Ltd will correct any spelling mistakes, grammar or typing errors free of charge. After this period and for any other changes standard charges apply.

**6. Payment methods** - Payments for all work should be made by cheque made payable to Make Hay Ethical E-Media Limited and posted to the address on the 'contact' page of [www.makehay.co.uk](http://www.makehay.co.uk).

#### **7. Withdrawal of service**

7.1 Make Hay Ethical E-Media reserves the right to withdraw its services at its entire discretion. Upon such withdrawal of its services, Make Hay Ethical E-Media Ltd shall be under no liability whatsoever to the Client for any costs, losses and damages, howsoever arising, that the Client may incur or may have incurred.

7.2 It is hereby agreed between Make Hay Ethical E-Media Ltd and the Client that in the event that any monies are owed and overdue to Make Hay Ethical E-Media Ltd, Make Hay Ethical E-Media Ltd will withdraw its services. Make Hay Ethical E-Media Ltd may remove any material stored upon any computer or server and shall retain such material, and shall not be liable for any loss monetary or otherwise and not be under any obligation to return or provide access to, any and all documents, papers, etc. until payment is made in full.

7.3 Copyright in all documents, web pages etc. prepared or caused to be prepared by Make Hay Ethical E-Media Ltd is expressly reserved by Make Hay Ethical E-Media Ltd unless otherwise stated.

**8. Refusal** - Make Hay Ethical E-Media Ltd do NOT accept any illegal sites or data. We retain the right to refuse any customers order including those whose practices do not comply with our ethical policy.

#### **9. Web hosting**

9.1 Make Hay Ethical E-Media Ltd uses third party organisations for web site hosting. Bandwidth allowances are included in hosting, any excess charges relating to the amount of traffic generated by clients websites or any other aspects of the hosting service are fully payable by the client. No guarantees of service can be made by Make Hay Ethical E-Media Ltd on behalf of the host. Any guarantees of service are made between the Hosting Company and the client; Make Hay Ethical E-Media cannot offer or enforce any such agreement.

9.2 Make Hay Ethical E-Media Ltd will not be held responsible for the failure in any of the services provided by a third party to Make Hay Ethical E-Media Ltd for the Client including those services provided by the website hosting organisation.

9.3 Renewal Charges - The client's website hosting and domain name registration will incur an annual renewal charge. Make Hay Ethical E-Media Ltd will contact the Client one month prior to the renewal date informing of the renewal costs. The client then has 30 days in which to make the payment. Should payment not be made within the 30 days, Make Hay Ethical E-Media Ltd reserves the right to suspend or cancel any services provided. Make Hay Ethical E-Media is not responsible for the suspension or cancellation of any services provided by a third party, including the website hosting organisation.

## 10. Web design and content

10.1 In the event of a problem with your website Make Hay Ethical E-Media Ltd will endeavour to solve the discrepancy as quickly as possible. Please email enquiries@makehay.co.uk and describe any problems that you may be experiencing. Make Hay Ethical E-Media Ltd cannot accept responsibility for any loss either monetary or otherwise due to web site failure or misuse.

10.2 All data and information stored in an online database remains the property of the client along with any rights associated.

10.3 Implementing of text and images - The services provided by Make Hay Ethical E-Media do not include authoring of written content and supply of images unless previously agreed with the Client.

10.4 Make Hay Ethical E-Media will not create web pages which include material which is obscene, offensive, infringes the intellectual property rights (including without limitation, copyright, moral rights and rights in confidential information) of any third party

10.5 The client acknowledges that, whatever assistance may be given by Make Hay Ethical E-Media Ltd in the production of the client's web pages, the content of those pages remains entirely the responsibility of the client.

## 11. E-mail set-up

11.1 It is the client's responsibility to make necessary arrangements in order to set up a system to retrieve e-mails which have been sent via the website.

11.2 It is the client's responsibility to keep any passwords relating to the website or e-mails secret and secure. Should it fail to do so and a third party gain access Make Hay Ethical E-media Ltd will not be responsible for any damage or losses, monetary or otherwise, incurred as a result

**12. Indemnification** - The client agrees that it shall defend, indemnify, save and hold Make Hay Ethical E-Media Ltd harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Make Hay Ethical E-Media Ltd, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. The client agrees to defend, indemnify and hold harmless Make Hay Ethical E-Media Ltd against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Make Hay Ethical E-Media Ltd; (2) Any material supplied by client infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to client from Make Hay Ethical E-Media Ltd; (5) Any damage caused by computer viruses not identified and intercepted by our software.

**13. Force Majeure** - Make Hay Ethical E-Media Ltd shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations under the Contract if the delay or failure was due to any cause beyond the Supplier's reasonable control including, but not limited to, industrial action, war, fire, prohibition, or enactment of any kind on the part of any governmental, parliamentary or local authority, power failure or break down in machinery of any act of omission of the Customer.

## 14. Disclaimer

14.1 Make Hay Ethical E-Media Ltd makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Make Hay Ethical E-Media Ltd will not be held responsible for any and all damages resulting from products and/or services it supplies.

14.2 Make Hay Ethical E-Media Ltd is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. The customer agrees not to

hold Make Hay Ethical E-Media Ltd responsible for any such loss or damage. Any claim against Make Hay Ethical E-Media shall be limited to the relevant fee(s) paid by the client.

14.3 Make Hay Ethical E-Media Ltd reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Make Hay Ethical E-Media will not knowingly perform any actions to contravene these and the customer also agrees to be so bound.

**15. Enforcement** - Failure of Make Hay Ethical E-Media Ltd to enforce any of these terms and conditions will not affect our right to enforce the rest of these terms and conditions.

**16. Terms and conditions changes**

These terms and conditions are subject to change at any time without prior notice.

**We advise you to print and keep safe a copy of these Terms and Conditions.**