

make

Terms & Conditions



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1. Contract

1.1

These Terms apply to all orders. For purpose of definition orders are signed Purchase Orders and confirmation in writing of a quote being accepted. Receipt of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract. In addition payment of your first invoice by you, constitutes your acceptance of our terms and conditions.

1.2

Your agreement and business relationship is with Make Agency Limited for the term of your project and any hosting or ongoing work thereafter. Registered address: Fulford House, Newbold Terrace, Leamington Spa CV32 4EA. Company number: 08834390

1.3

Quotations must be signed off in writing and orders are accepted subject to our right to adjust prices due to an increase in wages, taxation, production costs or other reasonable increases. Make will carry out work specified within the quotation document. Quotations are only valid for 30 days and all prices are subject to VAT.

1.4

Any discounts are offered on the strict understanding that the accounts are paid by the due date. We reserve the right to invoice for any such discounts on accounts which become overdue.



2. Invoicing and Payment Terms

2.1

Unless otherwise agreed or stipulated, our standard invoicing terms are 50% upfront as a non-refundable deposit invoice to be paid before work commences upon accepting instructions. A further 25% is invoiced upon design approval or when a proofing link is emailed and no more work will be carried out until that invoice is settled. The final 25% will be invoiced upon completion / delivery / sign off and must be paid. If no requests for amendments or are provided, or the client fails to provide content and/or instruction within four weeks, the final 25% will be invoice and is payable. All website invoices must be paid in full prior to go-live*.

*Please note that we do everything we can to keep a project on track, content collation is often underestimated. If you are unable to provide all your content by the time we have done your build, it does not mean we have not done our job. Once your site is built and ready to go live, whether it has placeholder images or dummy text we will issue our final invoice.

2.2

Any costs for print production must be paid in advance of a job going to print and must be settled before print delivery date. Print jobs will only be dispatched when payment is settled in full. We cannot be held responsible for delays caused in waiting for funds to clear.

2.3

Make do not offer credit terms. Invoices are payable within 14 days of the dated invoice and any late payments will incur a cost of 5% per month above the Bank of England base rate. In the event of late or missed payments Make reserves the right to take down any website without notice.

2.4

Payment is currently acceptable by BACS, CHAPS transfer or cash. Please note that we do not accept cheques.

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2.5

Clients must raise objections to invoices within 48 hours of the date of the invoice. Any failure to object within this period is deemed as acceptance of the invoice.



3. Project Work

3.1

Variations are defined as additional requests falling out of scope of the project brief or agreed proposal or if a sitemap, design or website has been signed off and change requests are made after that point. Variations will be charged for on top of the quoted price at an hourly rate of £85 plus VAT and will impact on your project timeline. (Or quoted for separately as a new job if this is expected to take more than 6 hours labour).

3.2

A project brief or scope will be agreed prior to work commencing. Clients must at their own expense supply Make with all necessary materials and information to provide the services laid out in the order. We request all assets and content for a project to be supplied up front at the start of a project. Make cannot be held responsible for delays to a project caused by lack of necessary information, content or sign off.

3.3

We maintain the right to refuse any material which may be deemed to be offensive, abusive, indecent, defamatory, obscene, menacing or in any breach of confidence, copyright, privacy or any other right or in any way thought to be unsuitable for reproduction. We accept no responsibility for the content of a client's website or printed material.

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3.4

Make retains the title to all goods/designs/websites created for you until full and final payment is received. All visuals and other deliverables created in the course of performing the services not used in the final product or website will belong to Make and the client shall not obtain any rights therein. Deliverables are defined as final, print ready artwork files such as PDFs or a final website in its browser form. In all instances, the client owns the IP of the final designs and content of any website after full and final payment. The source code of a website remain the intellectual property right of Make indefinitely. If a client requires transfer of IP of source code, this will be agreed separately alongside agreement of a reasonable compensation for the privilege.

3.5

A project's official start date is the date your first payment clears and funds are accessible in our bank account. Estimated delivery dates are not guaranteed. We try our best to meet these deadlines, however we can not be held liable if the project is delayed due to issues beyond our control such as; delay in client passing on content to the project manager, technical issues, employee sickness, 3rd party issues, changes to the brief, force majeure.

3.6

We will offer a reasonable amount of bug fixing and support via email and telephone up to 14 days after delivery of your website. Thereafter, change requests, fixes whether bug fixes or due to misuse will be chargeable at our standard hourly rate of £85 per hour.

3.7

Your website footer will contain a discreet link back to our website. If you wish for this to be removed it must be agreed before commencement of your project and there will be a charge of £250 for the request. You also agree to Make to place work samples on our own website and for use in our own promotion.



4. Hosting

4.1

If a client requires Make to purchase a domain name, that can be transferred to the client at any time upon request save for overdue accounts and Make does not claim IP for any domain name purchased for and on behalf of a client.

4.2

If the client has purchased the domain name you must be able to manage the DNS settings and repoint the 'A' and 'WWW' records to our web server IP address which will be provided to you. If you require assistance to do this there will be an admin charge of £45. We cannot accept responsibility for failure to repoint the domain name or being unable to work with your chosen domain host.

4.3

In the instance of website hosting, it is assumed that a website is hosted with Make unless otherwise agreed in advance. Our maintenance package to keep your website updated and secure on our server is mandatory along with a hosting package (prices will be provided with your project proposal).

4.4

Website migration. Should you wish to terminate a hosting agreement it must be provided in writing in accordance with these Terms. Migration of a hosted website to an alternative host provider will incur an admin fee for preparing files and backups of the database which will be supplied on disc. It must be noted that we cannot be held responsible for installing a website on a third party server and / or ensuring the website works on a third party server. The associated admin fee for migration will not exceed £380 and will be confirmed upon request if the occasion arises. However, in reference to clause 3.4 and where any bespoke coding has been created by Make, a figure will be negotiated to sell the IP of that website or code to a client.

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4.5

Sites that we build are editable within the design, character limits and some restrictions will be in place to avoid the design 'breaking' when content changes. For all websites with Content Management Systems hosted with Make, editor access will be granted to the website. Requests for administrator or FTP access will be denied in all circumstances. Clients will not be given admin access, if this is a requirement then the website must be on a dedicated server and a different pricing structure will be applicable.

4.6

All hosting agreements run for 12 months from the payment of the first month's invoice. If the client wishes to break the term then please refer to clause 4.4.



5. General Terms

5.1

This agreement may be terminated by either Make Agency Limited or you providing written notice is given to the other party in a reasonable time frame, 30 days. Upon cancellation of any project, Make reserves the right to invoice for all work completed until such time. You will be liable for any third party costs incurred prior to cancellation of the contract.

5.2

Complaints must be made at the time of receiving printed goods and any complaints thereafter 24 hours are void. For any other work, complaints must be raised in a timely and constructive manner to your project contact in writing. Make will endeavour to respond to and rectify any reasonable issues arising quickly and efficiently.

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5.3

Make does not implicitly offer exclusivity to any client for their defined industry. If this is required an acceptable fee and reasonable duration will be negotiated on a case-by- case basis.

5.4

Make warrants and represents to the Client that it will perform its obligations under these Terms with reasonable skill and care. Our liability for loss or damage suffered by you in respect of goods or work carried out shall be limited to the contract value of the goods. In respect of websites being taken down in the event of overdue accounts, we accept no responsibility for damages (indirect or direct, loss of profits, revenue or goodwill of the client) and any claim will be void. Nothing in these terms and conditions shall affect the rights of the consumer.

5.5

We reserve the right to make changes to these Terms and any adjustments will be provided in writing to you.

5.6

This contract between ourselves the Company and the Client shall be governed by and construed in accordance with English Law.