

Terms & Conditions

The following terms and conditions apply to all website development / design & marketing services provided by Purple Cloud Marketing to the Client.

The Contract

These terms apply to all orders placed with Purple Cloud Marketing by The Client. For the purpose of this document, an order is defined as confirmation in writing of a quote being accepted by email. The receipt of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract. Payment of your first invoice by you, constitutes your acceptance of our terms and conditions.

Your agreement and business relationship is with Purple Cloud Marketing for the length of your project and any ongoing services thereafter.

Quotations must be accepted in writing via email and orders are accepted subject to our right to adjust prices due to an increase in wages, taxation, production costs or other reasonable increases. Purple Cloud Marketing will carry out work specified within the quotation document. Quotations are valid for 30 days.

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then The Client will be

deemed to have satisfied themselves as to the terms applying as stated on our website and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

Hosting

Purple Cloud Marketing does not host any sites or mailboxes in-house. These are subcontracted to trusted third parties.

Purple Cloud Marketing takes every care to ensure their hosting partners take their security seriously but cannot be held accountable for security breaches to third party servers and cannot take any responsibility for any damage arising from such security breaches.

Whilst we and our suppliers will always endeavour to give you the best possible level of service, we cannot guarantee 100% availability of service.

Purple Cloud Marketing and our suppliers accept no responsibility for any losses caused through a loss of service.

While our suppliers will use every reasonable endeavour to ensure the integrity and security of the Server, neither we nor our suppliers guarantee that the Server will be free from unauthorised users or hackers and neither we nor our suppliers shall be under any liability for non-receipt or misrouting of email or web traffic, or for any other failure of email or websites. Your data pages may not be secure against hackers and that risk is yours alone. If you find evidence of infiltration, please notify Purple Cloud Marketing and we will take steps both to try and prevent it and to notify the proper authorities.

The hosting of the website is charged monthly. This includes the upkeep of the website server and updates to the CMS where required. It also includes a real time security software to run on top of the website to protect against increasing levels of breach attempts. You acknowledge that we do not guarantee that any services will be uninterrupted, error-free, or completely secure. There are risks inherent to the internet such as hacking, malware, DDoS etc that could result in the loss of data and/or privacy. Payment will start on the 1st of a given month and continue for its duration. Payment for hosting is always due on the 1st of each month. Failure of payment on any given month will result in the website being taken down. Purple Cloud Marketing will not be held responsible for any costs or damages that result in the downtime of a website for failure of hosting payment. If hosting is taken down the hosting server will be switched off within 7 days. Purple Cloud Marketing take no responsibility for any loss of business that may be caused by the hosting being removed. To re-setup the hosting there is a one off charge of £95 to cover the admin work and technical work required to carry this out.

1. CMS, Access & licences

1.1 Editing Website Content – CMS (Content Management System) and E-Commerce sites are sold with the expectancy that clients will make changes to these sites themselves where possible using the built in blocks editor. Therefore unless otherwise agreed changes to CMS and E-Commerce sites are chargeable based on duration and complexity of the alterations required. The Client acknowledges that not all of the website is editable and only the core content can be changed using the CMS. Core Content refers to text and images that make up the main content blocks of a given page.

1.2 Website Root Admin Access – Top level Admin access is not given out on websites created or hosted by Purple Cloud Marketing to first ensure security is always maintained at the highest level. The security of our hosted websites is a very serious matter and as such we have our own security policy in place. Admin access is also not given to protect our work for reasons covered in points 5 & 6 of this document regarding Copyright & Intellectual Property Rights. Where editor access is required or requested for changing core content such as text or images within the main pages, you agree that you are responsible for any change or any code change on your completed website, you assume full responsibility for any issues which occur as a result of this. This includes any functionality errors or the page displaying incorrectly. If you instruct us, and we agree to repair any compromised code or files this will be chargeable at the standard hourly rate.

1.3 licences – A number of licences purchased by Purple Cloud Marketing exist to provide added functionality to the website. Upon termination of the website agreement between Purple Cloud Marketing and The Client these licences will be removed and any functionality that they process removed. An example of this would be the Google Reviews License used to display reviews live from Google's API.

2. Invoicing & Payment

2.1 Unless otherwise agreed, our standard invoicing terms are 50% on instruction as a non-refundable deposit invoice. Work will only commence upon clearance of these funds. The balancing amount will be payable as set out in the quotation and invoiced upon completion of project, delivery of goods or final sign-off. If no requests for amendments are specified, or if the client fails to provide copy and/or instruction within 28 days, the balancing amount will be invoiced and deemed payable. All balancing invoices for websites must be settled in full prior to launch.

2.2 Invoices are payable within 14 days of the dated invoice unless agreed otherwise. Any late payments will incur a cost of 5% per month above the Bank of England base rate. Purple Cloud Marketing reserves the right to take down any websites due to an overdue account or unpaid invoices without notifying the client beforehand.

2.3 We accept payments via BACS or cash.

2.4 Any objections to invoices must be made within 7 days of invoice date, after this period invoices are deemed as accepted. We endeavour to respond to and rectify any reasonable issues arising quickly and efficiently.

2.5 We reserve the right to refuse completion or delivery of work until past due balances are paid.

2.6 If we must contact debt collection agencies to collect our invoices, we will be entitled to reasonable fees and court costs at the maximum rate permitted by law.

3. Client Review Process

Purple Cloud Marketing will provide The Client with the opportunity to review the appearance and content of the website during the design phase via a development URL. At this time changes can be requested. At the completion of the project, the website will be deemed accepted and approved unless The Client notifies Purple Cloud Marketing otherwise within fourteen (14) days of the date the website was deemed accepted.

During the project, Purple Cloud Marketing will require The Client to provide website content; text, images, movies and sound files where applicable.

4. Failure to provide required website information

In order for Purple Cloud Marketing to remain efficient we must ensure that work we have scheduled is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that you provide all the required information as soon as possible from the commencement date of your site design . On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to delay your project past the original completion date.

If you agree to provide us with the required information and subsequently fail to do so within 14 days of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately.

Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website.

5. Copyright

All designs of web or print created by Purple Cloud Marketing remains the copyright of Purple Cloud Marketing. The Client retains the copyright to data, files and graphic logos provided by The Client, and grants Purple Cloud Marketing the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Purple Cloud Marketing permission and rights for use of the same and agrees to indemnify and hold harmless Purple Cloud Marketing from any and all claims resulting from The Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be

regarded as a guarantee by The Client to Purple Cloud Marketing that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

6. Intellectual Property Rights

Purple Cloud Marketing create websites in a very unique way, from design code through to the technical setup of it's hosting. Purple Cloud Marketing hold copyright over the way websites are designed and technically created. All information, both text and pictures supplied by Purple Cloud Marketing is copyright to Purple Cloud Marketing. All website code and designs are also copyright by default of the creator (Purple Cloud Marketing). In the event that the customer cancels their subscription (hosting or otherwise) to Purple Cloud Marketing, or requests a transfer away from Purple Cloud Marketing, all information owned by the customer can be retained. However the website itself will be taken down from the world wide web and hosting removed. At the point of termination any custom coding including themes used by Purple Cloud Marketing will be removed from the website before handover, this custom code which is copyright to Purple Cloud Marketing once removed may significantly alter the look of the website and some functionality. It would be the responsibility of the new host to install a new theme onto the website and patch up any missing features of coding or functionality where removed on transfer from Purple Cloud Marketing. Any attempt to claim the work of Purple Cloud Marketing as their own by a current or former customer is in breach of our intellectual property rights and will result in legal action.

7. Design Credit

A link to Purple Cloud Marketing will appear in either small type or by a small graphic at the bottom of The Client's website. If a graphic is used, it will be designed to fit in with the overall site design. The Client also agrees that the website developed for The Client may be presented in Purple Cloud Marketing portfolio on various digital platforms.

8. Development

8.1 If the project includes XHTML or HTML markup and CSS templates, we will develop these using valid XHTML 1.0 Strict markup and CSS2.1 + 3 for styling. We will test all our markup and CSS in current versions of all major browsers including those made by Apple, Microsoft, Google and Mozilla. We will also test to ensure that pages will display visually in a similar albeit not necessarily an identical way, in other browsers.

8.2 We will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer 5 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Google Chrome unless otherwise specified. If you need to show the same or similar visual design to visitors using these older browsers, we will charge you at the current hourly rate for any necessary additional code and its testing.

8.3 We reserve the right to assign subcontractors in whole or as part of a project if needed.

8.4 We endeavour to create pages that are accessible to search engines. However, we can give no guarantee that the site will rank highly in search engines if you do not choose to invest in search engine optimisation or any other marketing strategies post launch.

8.5 If an error or issue with the design or code arises during the project, which does not allow the design or code to match the original specification, then you agree that we can apply a nearest available alternative solution.

8.6 You agree to provide us with everything that we need to complete the project including text, images and other information as and when we need it, and in the format that we ask for. You agree to review our work, provide feedback and sign-off approval in a timely manner too. Both parties will be bound by any dates that we set together.

8.7 We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavour to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage.

8.8 We will maintain the confidentiality of any information that you give us and you agree not to convey any confidential information about us to another party, unless we agree beforehand.

8.9 During a project it is important that you communicate information to us in order to achieve the required result.

9. Web Browsers

Purple Cloud Marketing makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer, Google Chrome, etc.). The Client agrees that Purple Cloud Marketing cannot guarantee correct functionality with all browser software across different operating systems.

Purple Cloud Marketing cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to The Client. As such, Purple Cloud Marketing reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

10. General Provisions

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions.

Purple Cloud Marketing 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.

Purple Cloud Marketing does not offer exclusivity to any client for a defined industry. If this is a requirement then an acceptable fee and reasonable duration will be negotiated on a case-by-case basis.

We can't guarantee that the functions contained in any completed website will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.

Purple Cloud Marketing do not tolerate any form of abuse, whether this be via email, text or phone and in any such case where Purple Cloud Marketing feel abuse has been introduced reserve the right to cancel any project or hosting website or mail immediately without notice to The Client.

This agreement is our entire understanding and may not be modified in any respect except in an executed agreement.

All materials or property belonging to The Client, as well as work performed, may be retained as security until all just claims against The Client are satisfied.

The term of this agreement will continue for work in progress until terminated by either Purple Cloud Marketing or by The Client with The Client giving Purple Cloud Marketing thirty (30) days written notice. If you should direct us at any time to cancel, terminate or “put on hold” any previously authorised purchase, we will promptly do so, provided you hold us harmless for any cost incurred as a result.

Upon termination of this agreement The Client will indemnify and hold Purple Cloud Marketing harmless for any loss or expense, and agree to defend Purple Cloud Marketing in any actual suit, claim or action arising in any way from our working relationship. This includes, but is not limited to assertions made against The Client and any of its products and services arising from the publication of materials that we prepare and you approve before publication.

Purple Cloud Marketing reserves the right to change or modify any of the terms and conditions contained in the Terms and Conditions.

You cannot transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

We reserve the right to terminate the project at any time without prior notification if you breach this agreement and no refunds will be given in such a situation.

A copy of the above Terms & Conditions may be printed and signed by Purple Cloud Marketing and The Client at The Clients request. Purple Cloud Marketing reserves the right to ask for signed agreement to these Terms and Conditions at any point during a project or working relationship.

This contract is a legal document governed by English Law and are under exclusive jurisdiction of the English Courts.