SNAPSHOT MEDIA LTD TERMS AND CONDITIONS OF SERVICE

1. Application

1 These Terms and Conditions shall apply to the provision of Services by Snapshot Media to their client .

2 In the event of conflict between these Terms and Conditions and any other terms and conditions of the client, the former shall prevail unless expressly otherwise agreed by Snapshot in writing.

2. Definitions and Interpretation

1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means a day (excluding Saturdays) on which banks generally are open for the transaction of normal banking business (other than solely for trading and settlement in Euros);
"Client "	means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which purchases services from Snapshot media or places an order with Snapshot Media Ltd;
"Commencement Date"	means the commencement date for the agreement as set out in the Project Schedule;
"Services"	means the services to be provided by Snapshot Media to the client as set out in the agreed project schedule;
"The Company"	means Snapshot Media Ltd 46 The Calls Leeds LS2 7EY Company number: 07430032
"Terms of Payment"	means the terms of payment of fees as set out in the Schedule.

2 The Services

2.1 With effect from the Commencement Date Snapshot Media Ltd shall provide the Services to the client as agreed in the project outline, subject to receipt of the payments detailed in the project quotation.

2 Snapshot Media Ltd shall use all reasonable endeavours to complete its obligations within the agreed timelines. To facilitate this he client must provide all the materials and resources needed by Snapshot Media Ltd to complete the work according to the deadlines in the project.

3 However should the project scope change and these changes be agreed in writing between Snapshot Media Ltd and the client a new project outline and quotation will be submitted.

4 After the quotation has been agreed, we offer a 24 hour cooling off period in which the

client may cancel. Cancellation after that time may incur a fee.

5 The service Snapshot Media Ltd is fixed. We will update the client's existing website, and give access to a content management system to enable additions or modifications to the content.

6 The company reserve the right to withdraw any product or service at any time. In this case, we will make all reasonable attempts to offer the client other suitable products and services, either from Snapshot Media Ltd itself or another organisation.

3. Payment

3.1 All payments required to be made within 14 days of the date of the relevant invoice in pounds sterling (GBP) by cheque or bank transfer Payments shall be made in the following agreed stages. Payments in other currencies must be agreed in writing prior to the project.

3.2 Staged payments to be charged to the client will be detailed in the project quotation, and agreed in writing with the client prior to the project. Individual invoices will be issued to the client after the client accepts a signed contract.

3.3 Snapshot Media Ltd reserves the right to withdraw or suspend any services offered if payment is not received within 14 days of work being completed.

3.4 In the event of the project being delayed due to actions of the client such that it exceeds its deadline by 2 weeks, then the client will become liable for full payment of the project value at the time.

3.5 Snapshot Media Ltd has an hourly rate of £55 per hour for any updates or modifications after completion. An estimated timeframe will be given for these services prior to commencement of the work so that it can be agreed.

3.6 In the event of late payment by the client, Snapshot Media will suspend all services and not be liable for any loss or damage that this may cause.

4. Variation and Amendments

1 If the client wishes to vary any details of the project they must notify Snapshot Media Ltd in writing (email is acceptable) as soon as possible. Snapshot Media shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced separately.

4.1 If, due to circumstances beyond Snapshot's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the client immediately.

5. Termination

1 Snapshot Media Ltd may terminate the agreement immediately if:

1 The client is in breach of any of his obligations hereunder;

2 The client has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with his creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of his undertakings or assets;

3 The client has become bankrupt or shall be deemed unable to pay his debts by virtue of Section 123 of the Insolvency Act 1986;

2 In the event of termination Snapshot Media Ltd shall retain any sums already paid to it by the client.

6. Liability and Intellectual Property

1 Snapshot Media Ltd takes intellectual property very seriously and will not be held liable for any civil or criminal liability resulting from the unauthorised use of copyrighted material or registered trademarks. All clients must ensure that any text provided for use on their website does not infringe any intellectual property rights.

2 Snapshot Media Ltd shall not be held liable for any damages resulting from loss of profits, revenue, contracts or any other direct loss resulting from any work provided by the company, as all works are subject to being signed off as satisfactory by the client. Similarly Snapshot Media Ltd shall similarly not be held liable for any damages resulting from delay in service provision

3 The company gives the client all design rights to their website and retains development rights of the code: which explicitly includes Expose CMS

4 Snapshot Media Ltd is not liable for any downtime resulting from technical problems with our hosting company. Snapshot Media endeavours to provide excellent hosting facilities but cannot guarantee that they will maintain100% uptime. Our company will do everything within our control to maintain the clients online presence and correct any faults.

5 Snapshot Media will add its own accreditation to any work produced on any format unless by prior agreement with the client.

6 The client shall indemnify Snapshot Media against all damages, costs, claims and expenses suffered by the client arising from loss or damage to any equipment, by his agents or employees either directly or due to provision of contaminated files.

7. Force Majeure

Neither the client nor Snapshot Media shall be liable for any failure or delay in performing their obligations under these Terms and Conditions where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

8. Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

9. Notices

1 All notices under these Terms and Conditions shall be in writing or by emailand be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

2 Service of any document for the purposes of any legal proceedings concerning or arising out of these Terms and Conditions shall be effected by either Party by causing such document to be delivered to the other Party at its registered or principal office, or to such other address as may be notified to one Party by the other Party in writing from time to time.

10. Law and Jurisdiction

1 These Terms and Conditions shall be governed by the laws of England and Wales.

2 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.