

Terms & Conditions

Noizee Media reserves the right to update these terms and conditions without notice.



Definition of Terminology

1. **"Project"**: Any work undertaken or service provided by Noizee Media for the Client on their request and as described in our confirmation order email to that Client.
2. **"Client"**: A person, persons, business, or organisation using any of the services provided by Noizee Media.
3. **"The Payment Period"**: The time allowed by Noizee Media for receipt of all monies owed to Noizee Media by the Client.
4. **"Open Source Software"**: Software made freely available to anyone under the GNU General Public License (GPL).
5. **"Domain"**: The website address as specified by the Client.
6. **"Live Mode"**: From the date the website is available on the Client's chosen domain.
7. **"Hosting Fees"**: A yearly cost to keep a Client's website activated online.
8. **"Content"**: Both text and images that the Client requires on the website.
9. **"Normal Business Hours"**: From 09:00 to 17:30 Monday to Friday excluding Bank Holidays.
10. **"Bug"**: Where the software or website interface does not perform according to the expectations specified by the Client's requirements.

Terms and Conditions

1. **General Terms**
 - A. The contract between Noizee Media and the Client will be on these conditions to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.
 - B. The works to be carried out shall be as set out in the Noizee Media confirmation order email.
2. **Payment Terms**
 - A. Noizee Media will only commence work on a Project after receipt of 50% deposit of the quoted project fee from the Client. The final 50% payment is to be made on completion of the Project. The Project will be switched to Live Mode once the Client's remaining balance is paid in full.
 - B. Payment terms are due prior to work commencing as standard. However, Noizee Media reserves the right to apply specific payment terms to Clients if agreed upon and confirmed in writing.
 - C. If the Client fails to make payment after these terms have been agreed, Noizee Media has the right to add a Late Payment Fee. All accounts with outstanding balances from the date the invoice is due will attract a monthly surcharge of 8%. Noizee Media also reserves the right to add a £25 administration charge to all outstanding accounts.
3. **Deposits**
 - A. The deposit paid to Noizee Media covers the cost of design work carried out. It is not possible to refund a deposit once Noizee Media has sent the first design to the Client. Noizee Media reserves the right to decide whether a refund is applicable if requested by the Client for any reason. A refund is not guaranteed by Noizee Media but is possible if Noizee Media decides upon this option.
4. **Client Responsibilities**
 - A. Noizee Media expects the Client to carry out sufficient research before proceeding with a website. This includes checking that the website/idea/business will operate legally within UK law. It is important that the website is not in any way illegal.
 - B. It is the responsibility of the Client to provide all content, text, and media required for any Project. Noizee Media can obtain all content, text, and media if necessary. However, in this event, Noizee Media waives all liabilities in terms of copyright and intellectual property infringements should any arise.
5. **Images and Media**
 - A. Where images used on the website have been purchased by Noizee Media on behalf of the Client, these images are strictly for use on the website only. Noizee Media is not liable for the misuse of these images by the Client or any other person/s copying, altering, or distributing the images to individuals or other organisations.
 - B. All images displayed on the Client's website will only be used after authorisation by the Client and are the sole responsibility of the Client regarding usage and copyright. Should any legal issues or claims arise from the Content or copyright of any images supplied by the Client OR Noizee Media, they will be the sole responsibility of the Client.
 - C. All content created, developed, and supplied by Noizee Media is written in-house and not taken from any organisation online. Therefore, our content does not infringe on any intellectual property or trademarks in the United Kingdom.
6. **Hosting**
 - A. Noizee Media will host the website if the Client requires us to do so and on receipt of full payment of our Hosting Fees. In doing so, we will endeavour to provide a reliable and professional service to the Client at all times but do not guarantee that the website hosting will be available at all times, especially in the event of a technical failure beyond our control. The hosting provider Noizee Media uses to host its Clients' websites is monitored 24 hours a day by qualified corporate support engineers. If a problem is detected with our Clients' websites due to a hosting failure, Noizee Media will endeavour to respond to any failures and will work with our hosting provider to resolve the problem.
 - B. Renewal of Hosting is due on a yearly basis. The date of renewal will be annually from the date the website was ordered by the Client. The Hosting will not be renewed if we cannot contact the customer or the customer requests for us to not host the website.
 - C. The hosting renewal charges must be received within 30 days of the hosting expiry date. We reserve the right to deactivate any website where the hosting has expired and the Client has not paid the renewal charge. There will be an admin fee set by Noizee Media for reactivating the website/hosting.
7. **Domain Names**
 - A. Domain names will be registered by Noizee Media and also registered to the Noizee Media current address. Though the Domain names are registered to Noizee Media, the Client is the legal owner of the domain and if they request to have details changed or the domain transferred elsewhere, Noizee Media will do this within a reasonable time.
 - B. It is the responsibility of the Client to renew their Domain names when due. If a Domain name expires, Noizee Media cannot be held liable for this. However, Noizee Media will make reasonable efforts to contact the Client regarding domain renewal.
 - C. When a Client renews Hosting with Noizee Media, this also includes Domain renewal if the renewal is needed to keep the site functioning and was purchased as part of the hosting package. If the Client does not renew the hosting, their Domain name could be made available to the public for purchase and Noizee Media cannot be held liable for this.
 - D. If a Domain name is purchased by the Client through a company other than Noizee Media, the Client has full responsibility for making sure that the Domain name is renewed when due. Noizee Media will not renew the domain name when annual hosting renewal is due if the domain name is purchased through a company other than Noizee Media.
8. **Liability and Responsibility**
 - A. Noizee Media cannot be held responsible for anything adversely affecting the Client's business operation, sales, or profitability that they may claim as a result of a service offered by Noizee Media.
 - B. Noizee Media has no control of, or responsibility for, the Content of our Client's websites. In no way does the textual or image-based Content of our Client's website constitute Noizee Media endorsement or approval of the website or the material contained within the website. Noizee Media has not verified any of the materials, images, or information contained within our Clients' websites and is not responsible for the Content or performance of these sites or for the Client's transactions with them. Noizee Media provides links or references to our Clients' websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but we do not guarantee or warrant that such links will point to the intended Client site at all times.
 - C. Noizee Media is not liable for loss, damage, or corruption to files or information stored on our servers or individual PCs relating to a Client's websites. The Client is solely responsible for any information or files relating to their website.
9. **Search Engine Optimisation**
 - A. Where we have been asked to provide search engine optimisation for a Client, we do not guarantee any specific placement or high ranking on search engines.
10. **Project Deadlines**
 - A. Noizee Media will provide the Client with an expected project completion date (live on the internet) if requested. We will endeavour to meet any given deadline, but we do not guarantee and are not bound in any way to complete the Project by this date.
11. **Testing and Bugs**
 - A. The Client is expected to fully test any application or programming relating to a website developed by Noizee Media before being made live for use. Where Bugs, errors, or other issues are found after the site is live, Noizee Media will endeavour to correct these issues to meet the standards of function outlined in the brief free of charge for the first 12 months.
12. **Agreement**
 - A. Our terms and conditions can be found on our website (<https://www.noizee.media/terms-and-conditions>) and it is up to the Client to make sure they have read our Terms and Conditions. The terms and conditions will be sent with every Invoice and once payment has been sent by the Client, this means that they acknowledge and have read our Terms and Conditions.