

## Terms & Conditions of Service

The following Terms & Conditions are a non-negotiable part of any project agreements and any other additionally offered services between the registered company Media Villa Webdesign Ltd as the service provider and the service receiving customer of Media Villa Webdesign Ltd, hereafter called the client. These Terms & Conditions may be amended but not altered as they build the legal base on which Media Villa Webdesign Ltd provides its services. An extended version of these Terms & Conditions are in preparation and will be available in short. Amendments shall not affect the validity of any of these Terms & Conditions.

These Terms & Conditions are an essential part of every ordered service and contract with Media Villa Webdesign Ltd and are exclusive and not negotiable under any circumstances and will under no circumstances be changed or amended on customer/client request. No other/additional terms may apply or have any validity to a service agreement with Media Villa Webdesign Ltd. Every client must agree to these Terms & Conditions and automatically agrees to these Terms & Conditions by ordering a service with Media Villa Webdesign Ltd.

1. The costs for a project or single service agreed on with Media Villa Webdesign Ltd by the client are payable in parts of either 2/2 (50%), 3/3(2\*33%,1\*34%) or 4/4 (4\*25%) of the total costs involved depending on the total value of the client project. However, all client projects below the total value of £8000 must be paid in 2/2 (50%/50%). The option to pay project fees as 3/3(2\*33%,1\*34%) or 4/4 (4\*25%) of the total project value will be available only for projects with a total value of above or at least £8001. In the case, that the total costs for a project or service are below and do not exceed a total value of £350, or the service is a monthly Website Maintenance subscription, MediaVilla Webdesign Ltd. must insist on the full deposit or fee to be paid upfront for the service ordered.

The first part payment, the project deposit, is payable as a non refundable deposit and serves as the order confirmation by the client at the beginning of the project and will act as a legally binding order confirmation for a service contract with these Terms & Conditions as a contractual base. The non-refundable deposit is also necessary and serves to cover all production costs for a client project to protect Media Villa Webdesign Ltd. From any financial losses and damages regardless of the final outcome of a client project. The remaining costs are payable in parts at agreed stages of the project by the client. The last and final payment is due after approval of the finished project and before publication of the final release to a public website hosting service. If the web site project is built on a CMS(Content Management system) or an e-Commerce shop system, the back end login details for the Administration Area will be unlocked only after the final payment has been made. A deposit or any already paid instalment related to a single service, the first part payable of the total value of a project is non refundable under any circumstances, in the event of cancellation of services from Media Villa Webdesign Ltd. In the case that a client is insistent on a different payment agreement other than of that outlined above, the client must first agree to pay a 50% deposit on the total value of the clients project and can then request a different payment schedule for the remaining 50% of the total value of the clients project. The client does so on their own responsibility and agrees that all advance payments will be non-refundable by the clients own choice. However, a website project can and will be released only after Media Villa Webdesign Ltd. has received the final last payment and never before such final payment has been credited to Media Villa Webdesign Ltd. Accounts.

1.a. The costs for any ongoing services agreed on with Media Villa Webdesign Ltd such as business grade website hosting, web site maintenance, web site content update services or any other related services are payable either upfront prior or on the date on which such services have been agreed on to commence. The fees and costs for such ongoing services can be paid either in full in advance for a period of 12 month or as monthly upfront instalments for the duration of the services agreed on with Media Villa Webdesign Ltd. The minimum term for any ongoing service agreed on with Media Villa Webdesign Ltd is 12 month of service. Thereafter the ongoing service agreed on with Media Villa Webdesign Ltd will renew it self automatically for another 12 month unless cancelled at least 14 days prior to the date on which the agreed on service will renew it self. A cancellation of an ongoing service agreed on with Media Villa Webdesign Ltd must be submitted by email or letter or any other written form to Media Villa Webdesign Ltd at least 14 days prior to the date on which the ongoing service ends. Text messages from mobile telephones are exempt from being a valid form of cancellation and are not accepted as a valid form of cancellation. If such written cancellation of the agreed on service is not received 14 days prior to the end of the service agreement the service will renew it self with all costs and responsibilities involved for the client for the period for which the service has been renewed. In such case Media Villa Webdesign Ltd will also claim the right to charge the client for the renewed ongoing service agreed on based on for how long is left on the renewed period of the agreed on service. If an ongoing service agreed on with Media Villa Webdesign renews it self, the client will be liable for the cost for the whole renewal period (minimum 12 month). If the ongoing service agreed on with Media Villa Webdesign Ltd exceeds the minimum term of 12 month the agreed on term of service will commence until the date that has been agreed on as the ending date of service. Such terms can be of the length of 18 month or 24 month.

A client has the right to choose whether the client prefers to pay the fees for any service on a monthly base, a yearly base or for the full period of duration of the agreed on service.

1.b. On newly agreed website projects or Website Maintenance Service subscription agreement Media Villa Webdesign Ltd. reserves the right to provide the required business grade website hosting service. The client agrees to use this business grade website hosting service provided by Media Villa Website design to enable Media Villa Webdesign Ltd. to perform its duties and responsibilities in regards to a clients Website project or Website Maintenance Service subscription agreement. In case the client insists on using or continuing to use their own website hosting services Media Villa Webdesign Ltd will reserve its rights to exclude responsibilities related to 3rd party website hosting services or to repair and address issues related to such 3rd party website hosting services as these website hosting services are not under the control of or accessible to Media Villa Webdesign Ltd. It is highly recommended for Website Maintenance Service subscription agreements to use the business grade website hosting service provided by Media Villa Webdesign Ltd. as it ensures the best quality and efficiency of service.

2. Media Villa Webdesign Ltd reserves the right to refuse to undertake any further work for the Client if an invoice is not paid on time and remains outstanding for 3 days or longer. Media Villa Webdesign Ltd reserves the right to remove any work done for a Project from any computer systems and the internet, if invoice payments are not received within 14 days of the invoice date. If payment is not received by Media Villa Webdesign Ltd within 30 days of the invoice date, interest will be charged at 9% above the base rate of the Bank of England and will continue to be charged on a daily basis until payment is received in full. The removal and / or lock of Project data and material does not affect or relieve the client of their obligations to pay the due amount of the invoice plus accumulated interest. Also, the client agrees to pay any reasonable legal fees, expenses and 3rd party collection agency fees in the case that Media Villa Webdesign Ltd decides to use these services to enforce payment of outstanding invoices.

3. Furthermore, a client agrees to provide all materials and information needed for completing the project such as company brands and logos, content material and texts, image/photo material the client wishes to see on their web site project in a reasonable time. The production of such material is not included in a web site project but can be requested as an extra service. The client also agrees to ensure the full delivery of all needed materials and information at least one week before the end of an agreed deadline for project completion. If, for any reason, the delivery of all information and materials needed for project completion is not received at least one (1) week before an agreed deadline, any agreed deadline is void, cannot be claimed against and must be renegotiated. Also, the client confirms and ensures that all delivered materials, information, art work, images and text copies are copyright free and do not violate any 3rd party rights. Media Villa Webdesign Ltd will not take responsibility for any violation of any 3rd party rights caused by materials delivered by the client.

4. Changes of functions, layout, design and the development of further functionality for a web site project not agreed at order confirmation are not part of a web site project and will be offered and charged separately. If a CMS (Content Management System) or e-Commerce Shop System is used and the client requests a functionality that requires additional software in form of a module or plug-in integrated into the used dynamic web site system, the client agrees to be responsible for the costs of additional software that may be involved in form of development costs, license fees or software charges. Media Villa Webdesign Ltd will not take responsibility for these costs in case if they occur.

5. Additional ordered services and functionality such as creating a company logo and brand, taking photographic images or developing additional and / or changing functionality which are not part of a web site project agreement at the time of the order confirmation will be charged on an hourly base of £50 per hour and minimum of £400 per day.

6. Media Villa Webdesign Ltd is under no circumstances responsible for any kind of problem or damage that appears on a finalised, deployed and approved web site project that has been in a fully functional state at the date of publication, or where problems have emerged due to false handling of the web site and Content Management System. Repairs and changes to a web site project are treated as additional ordered services as per paragraph 4. and will be charged on the same basis. Also, Media Villa Webdesign Ltd is under no circumstances responsible and will not give any warranty for any kind of software problems, bugs, issues, security breaches, theft of data and source code functionality of a web site project in development if the development platform is a 3rd party web server / hosting service of the choice of the client, and has not been chosen by Media Villa Webdesign Ltd. In this case the client is responsible in full for the required functionality of such web server / hosting service and all related services.

6.a. The client may choose to use the business grade web hosting / web server services offered by Media Villa Webdesign Ltd.

7. In case the client decides to employ a 3rd party besides and other than Media Villa Webdesign Ltd who is not working with Media Villa Webdesign Ltd or is not considered, and added to an agreement in writing as an additional 3rd party co-worker on a specific project at the initial project agreement or during development of a project, the customer/client loses all guarantees and claims on the project agreement due to changes to the project by a 3rd party, which may or may not affect functionality or other parts of the project. All further requests related to a specific project will then be considered and charged as additional work as per paragraph 4 of these Terms & Conditions and all advance payments already paid out at the time will be non-refundable. There will be no exceptions to this paragraph.

8. On agreement Media Villa Webdesign Ltd commits to provide the best possible service and develop the project agreed on to best possible standards and best practice. Media Villa Webdesign Ltd also commits to keep all client matters under highest confidentiality and protect client interests under any circumstances. Media Villa Webdesign Ltd will communicate any issues and problems

regarding a project in development and commit to work to its best abilities to solve any problems as they occur until the project agreed on is finished and approved by the client. Media Villa Webdesign Ltd is under no circumstances responsible for loss, damage or any other negative effects caused by imposed deadlines and timescales which have not been consulted and synchronised with Media Villa Webdesign Ltd to verify that such deadlines and timescales are in fact achievable. Also, Media Villa Webdesign Ltd is under no circumstances responsible for loss, damage or any other negative effects such as theft of data, breach of security or misuse of web site functionality if a 3rd party service such as a web hosting / server provider or a provider of content material such as text copies, images, art work or information causes delays that are caused by failure to deliver full service without errors, problems and issues, which reduce actual working time and have negative effects on schedules.

9. Media Villa Webdesign Ltd reserves its right to visibly mark internet / web projects and work that is part of the confirmed agreement with its registered name of Business in combination with a linked URL to its own web site either as "Developed by" or "copyright by" depending on whether Media Villa Webdesign Ltd has only developed the web site project or was also responsible for the design of the artwork used in the web site project at hand or has ownership of parts or the entire project in code or design or both. Media Villa Webdesign Ltd claims the right to charge an additional fee for the request to remove this mark as a "loss of reference" compensation depending on the value, the reputation and the public exposure potential of a project of the sum of an additional 100% of the initially quoted and agreed on price/value of the project. The minimum additional fee will never be less than an additional 100% of the initially quoted and agreed on price/value of the project. The mark will be removed only after and never before this additionally charged fee has been paid in full. The client has no permission to remove that mark on their own initiative and will be held liable for failure to comply. Not permitted removal of our "Developed by" or "Copyright by" will be put on notice through written communication either by letter of email including an invoice of the additional fee to pay for removal of such markings and the choice to either reinstate the "Developed by" or "Copyright by" markings or to pay the additional removal fee.

10. The relationship between Media Villa Webdesign Ltd and the client is purely a service provider / customer relationship. Nothing in this agreement shall be deemed to create a partnership, joint venture or contract of employment of any kind between the parties. All work related to the project of the client shall be executed and processed from Media Villa Webdesign Ltd's own facilities / office spaces / premises without exception. Onsite working schedules at the client's offices or facilities are not part of a project agreement and shall be agreed and charged for by Media Villa Webdesign Ltd separately from the agreed project price. Preventing any or all members of the Media Villa Webdesign Ltd team to be at any of Media Villa Webdesign Ltd. own locations or premises of business by any means or requests by a client or other 3rd parties will be charged to the client or 3rd party involved in such request or preventing activity by no less than £50 per hour or more depending on the importance of such Media Villa Webdesign Ltd. team member.

11. The client may request in writing the cancellation of the agreed on project. If the client cancels the project before order confirmation through email, letter or payment of initial payment of a deposit, the cancellation will commence without effect.

11.a. If the client cancels the project after order confirmation through email, letter or any other legal form of cancellation after order confirmation by email, letter and payment of initial payment of deposit and any thereafter paid fees of service, the client agrees to forfeit any claims against the agreement and will not receive a refund on already paid fees from Media Villa Webdesign Ltd. In general Media Villa Webdesign Ltd. reserves the right to decline any or all requests for refund in such cases where a client has caused delays, interruption of service, failure to cooperate with reasonable requests of materials, content of media to be used for the clients project, through the clients own decisions preventing service fulfilment, cancellation of services by the client, cancellation of services by Media Villa Webdesign Ltd. based on a clients failure to cooperate or fulfil the clients obligations in regards to the clients project or services such as failure of payment for a project or service, repeated failure to provide required and requested project related materials, content or media or lack of communication and accurately described instructions in clear and commonly understandable official business language English.

11.b. The client may request cancellation in writing of a service or subscription, such as Business Website Hosting or Website Maintenance, 14 days before a renewal of such services are due. If the client chooses to cancel a service or subscription service, the client will be liable for any costs and fees until the end of the minimum duration of 12 month of service subscription or otherwise outlined minimum duration of service subscription, in case an agreement states a duration of 3 or 6 month minimum duration. If the client misses the 14 days deadline before a service is due to renew, the client will be liable for the renewed duration term in full. In case of a service with a 12 month duration term for example the client will be liable for the full 12 month.

12. Media Villa Webdesign Ltd will not be liable for any failure or delay to perform its agreed obligations in regards to a project in progress if the cause for such failure or delay is due to 'Force Majeure' which includes any natural or non-natural cause such as fire, flood, crime, strike, telecommunication problems, software failure, hardware failure, third party interference, web server failure, accident, electricity failure at any facility involved in the project production or any other reason outside of the control of Media Villa Webdesign Ltd. In such events, Media Villa Webdesign Ltd and the client will agree on an update of schedules and deadlines.

**Definitions:**

In these Conditions, the following words and expressions shall have the meaning set out below:

'Agreement': means these Conditions read in conjunction with the Specification and Quotation letter or email

'Client': means the individual or business named as the recipient of the Quotation letter or email.

'Media Villa Webdesign Ltd': is a trading name of Media Villa Webdesign Ltd (Company house registration: 11871035)

'Project': means described by the Specification and governed by this Agreement.

'Specification': means the Project details in or annexed to the Quotation letter or email.

'Services': means services Media Villa Webdesign Ltd has agreed to provide upon or after such services have been purchased through payment of such services into the bank account of Media Villa Webdesign.

'Subscriptions': means repeating or automatic payments with the purpose to secure ongoing services with Media Villa Webdesign Ltd.

Media Villa Webdesign Ltd is registered at:

Cotton Court, Church Street, Preston, PR1 3BY, United Kingdom as its official location of business and within official business communication. We reserve the right to provide our services remotely from other locations as we see fit and may not be physically present at our official location of business.

The construction, validity and performance of these Terms & Conditions shall be governed by the laws of England and Wales.

All services provided by Media Villa Webdesign Ltd to the Client shall be governed by these Conditions overruling all other terms stipulated at the point the time of order.

If there is any conflict between these Conditions and any other agreement made between Media Villa Webdesign Ltd and the Client, these Conditions will overrule all other agreement additions and prevail.

The client confirms to agree to these Terms & Conditions and all adjustments to these Media Villa Webdesign Ltd will need to commence.

The client also confirms to agree to this Version of the Media Villa Webdesign Ltd Terms & Conditions instead of previous Versions of the Terms & Conditions. Failure to do so will result in the immediate termination of any type of project agreement or other offered services such as web site maintenance agreement or support services offered by Media Villa Webdesign Ltd without any possibility of reimbursement or refund of already paid fees.

It is imperative for any current and future service provided by Media Villa Webdesign Ltd that the client agrees to this current Version of the Terms & Conditions and that the client confirms its agreement that any previous versions of these Terms & Conditions have been replaced and are as of now invalid also for already agreed on projects and projects in progress with the publication of this Terms & Conditions document on our web site at <http://www.mediavilla.co.uk/>.

The right to change these Terms & Conditions is reserved by Media Villa Webdesign Ltd only. Media Villa Webdesign Ltd may change these Terms & Conditions on own initiative if necessary, and may add additional Terms & Conditions to orders and contracts on an individual basis depending on situation and subject of the order. Our Terms & Conditions will never be reduced on client request. Also these Terms & Conditions apply to all project agreements with Media Villa Webdesign Ltd which have been agreed to and will be agreed to without exceptions. Any previous versions of these Terms & Conditions will be automatically invalid upon publication on our Web Site at <http://www.mediavilla.co.uk/> and this current version will become valid as the sole Terms & Conditions including for projects already agreed on and in progress. Any and all clients are responsible for keeping them self updated and informed about the latest version of these terms and conditions as they affect the work and service relationship (as per §10) between Media Villa Webdesign Ltd and the client. Media Villa Webdesign Ltd is not responsible for any disagreement resulting in the failure of the client to keep them self updated and informed about these Terms & Conditions. The failure to stay updated and informed about these Terms & Conditions does not protect Media Villa Webdesign Ltd or the client from the effects these Terms & Conditions have on any agreement and or service relationship ( as per §10).