



Terms & Conditions

The following terms and conditions apply to all website development / marketing services provided by Hit Refresh Marketing/Hector Media Ltd to the Client.

Acceptance

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 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.

Charges

Charges for services to be provided by Hit Refresh Marketing/Hector Media Ltd are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days. Hit Refresh Marketing/Hector Media Ltd reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all website design services require an advance payment of a minimum of thirty (30) percent of the project quotation total before the work is supplied to the Client for review. The remaining balance of seventy (70) percent is due upon completion of the work.

Payment for services is due by cheque or bank transfer. Cheques should be made payable to Hit Refresh Marketing/Hector Media Ltd and sent to Hit Refresh Marketing/Hector Media Ltd, 58 Livesay Crescent, Worthing, West Sussex BN14 8AT. Bank details will be made available on invoices.

Client Review

Hit Refresh Marketing/Hector Media Ltd will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies Hit Refresh Marketing/Hector Media Ltd otherwise within ten (10) days of the date the materials are made available to the Client.

Turnaround Time and Content Control

Hit Refresh Marketing/Hector Media Ltd will install and publicly post or supply the Client's website by the date specified in the project proposal, or at date agreed with Client upon Hit Refresh Marketing/Hector Media Ltd receiving initial payment, unless a delay is specifically requested by the Client and agreed by Hit Refresh Marketing/Hector Media Ltd.



In return, the Client agrees to delegate a single individual as a primary contact to aid Hit Refresh Marketing/Hector Media Ltd with progressing the commission in a satisfactory and expedient manner. Where a delay is caused by the Client, for any reason, the timeline provided by Hit Refresh Marketing/Hector Media Ltd at the project start date will become null and void. As a small business it is not possible to hold time aside indefinitely for a project, so if a delay is incurred beyond our control Hit Refresh Marketing/Hector Media Ltd may have to accept other projects in the meantime which may then be given priority.

Failure to provide required website content

During a web project, Hit Refresh Marketing/Hector Media Ltd will require the Client to provide website content; text, images, movies and sound files. Hit Refresh Marketing/Hector Media Ltd is a small business, to remain efficient we must ensure that work we have programmed 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 in advance. 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 impose a surcharge of up to 25%. If your project involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information and subsequently fail to do within one week of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.

NOTE: 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. These pages should have the same titles as the agreed website pages. [Contact us](#) if you need clarification on this.

Payment

Invoices will be provided by Hit Refresh Marketing/Hector Media Ltd upon completion but before publishing the live website. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt.

Client agrees to reimburse Hit Refresh Marketing/Hector Media Ltd for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc. The client will be informed of any recommended additional purchases and will have an opportunity to reject the recommendation.



Web Browsers

Hit Refresh Marketing/Hector Media Ltd 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 8 & 9, Google Chrome, etc.). Client agrees that Hit Refresh Marketing/Hector Media Ltd cannot guarantee correct functionality with all browser software across different operating systems.

Hit Refresh Marketing/Hector Media Ltd 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, Hit Refresh Marketing/Hector Media Ltd 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.

Web Updates

Unless an ongoing retainer is in place between Hit Refresh Marketing/Hector Media Ltd and the client, Hit Refresh Marketing/Hector Media Ltd does not accept responsibility for monitoring and managing updates required to Wordpress, the website theme and plugins to maintain functionality. Hit Refresh Marketing/Hector Media Ltd reserves the right to quote for any work involved in updating theme and plugin elements of websites which were designed as part of a standalone project or issues occurring through lack of updates.

It is particularly important that Wordpress is monitored for Security updates which may impact your GDPR compliance if not updated.

Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on Hit Refresh Marketing/Hector Media Ltd's Web space, Hit Refresh Marketing/Hector Media Ltd will, at its discretion, remove all such material from its web space. Hit Refresh Marketing/Hector Media Ltd is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay Hit Refresh Marketing/Hector Media Ltd reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Hit Refresh Marketing/Hector Media Ltd in enforcing these Terms and Conditions.



Indemnity

All Hit Refresh Marketing/Hector Media Ltd services may be used for lawful purposes only. You agree to indemnify and hold Hit Refresh Marketing/Hector Media Ltd harmless from any claims resulting from your use of our service that damages you or any other party.

Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Hit Refresh Marketing/Hector Media Ltd 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 Hit Refresh Marketing/Hector Media Ltd permission and rights for use of the same and agrees to indemnify and hold harmless Hit Refresh Marketing/Hector Media Ltd 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 Hit Refresh Marketing/Hector Media Ltd that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in a suitable electronic format and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by Hit Refresh Marketing/Hector Media Ltd to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed. In the event that image files provided are in an unusable state, or require resizing, re-editing or cropping Hit Refresh Marketing/Hector Media Ltd reserves the right to quote for any work involved in making the images provided usable on the website or social media as appropriate.

Design Credit

A link to Hit Refresh Marketing/Hector Media Ltd 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. If a client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied. When total development charges are less than £5000, a fixed fee of £500 will be applied. The Client also agrees that the website developed for the Client may be presented in Hit Refresh Marketing/Hector Media Ltd's portfolio.



Access Requirements

If the Client's website is to be installed on a third-party server, Hit Refresh Marketing/Hector Media Ltd must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

Post-Project Alterations

Hit Refresh Marketing/Hector Media Ltd cannot accept responsibility for any alterations to a website made by the Client themselves or any third party to the Client's web pages, theme or plugins once installed. Such alterations include, but are not limited to additions, modifications or deletions. If any such alterations, modifications or deletions result in a loss of website functionality, Hit Refresh Marketing/Hector Media Ltd reserves the right to quote for any work involved in fixing any issues that have arisen.

Please see section on Web Browsers and Web Updates above for further terms relating to the alterations of websites post-handover.

Domain Names

Hit Refresh Marketing/Hector Media Ltd may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of Hit Refresh Marketing/Hector Media Ltd. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

General

These Terms and Conditions supersede all previous representations, understandings or agreements.

Social Media Management

Social Media Marketing and Management is defined as helping a client to promote their products or services through social media channels. Hit Refresh Marketing/Hector Media Ltd will honour the components of your chosen social media package, providing monthly payments are received in good time. In the event that payments are repeatedly overdue or in arrears, we regret that further work will be halted until this is rectified.



Governing Law

This Agreement shall be governed by English Law. Hector Media Ltd are registered in England with the company number 05595741

Liability

Hit Refresh Marketing/Hector Media Ltd hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of Hit Refresh Marketing/Hector Media Ltd to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid.

If you do not understand or accept any part of these Terms & Conditions, or if you have any questions then please email us at info@hectormedia.com or write to us at:

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Worthing
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