

PressPoint Terms & Conditions

The following terms and conditions apply to all services provided by PressPoint Media Ltd to the Client.

1. 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 and/or makes any payment for services, 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.

2. Charges

Charges for services to be provided by PressPoint Media Ltd are defined in the project quotation that the Client receives via e-mail, verbally during an initial meeting, or via pro-forma invoice. Quotations are valid for a period of 30 days. PressPoint 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 services require an advance payment of a minimum of fifty % (50) percent of the project quotation total before the work is supplied to the Client for review – a pro-forma invoice will be supplied for payment. The remaining fifty % (50) percent of the project quotation total is due upon completion of the work, prior to upload to the server or release of materials. Should the project be delayed by the client for any reason the final stage payment will become payable at 180 days after the date of the initial invoice. Once the project has started, should it stall at any stage due to the client not producing required materials, not corresponding or not approving each stage as needed, payment in full will become due at 90 days following the initial invoice.

Payment for services is due by direct debit, cheque or bank transfer. Cheques should be made payable to PressPoint Media Ltd and sent to PressPoint Media Ltd, The Old Dairy, Watton Road, Hingham, Norfolk NR9 4NN. Bank details are: Account Name: PressPoint Media Limited, Sort Code: 30-92-88. Account number 01677428. Payment via card is also accepted; a card payment link is attached to the invoice email.

3. Client Review

PressPoint Media Ltd will provide the Client with an opportunity to review the appearance and content of any project during the working phase. An initial design proof is provided as a

PDF or Jpeg file or PR/editorial as a word doc. Comments and feedback are welcome at this stage and all changes will be implemented as desired. A further proof is supplied for final agreement. Once the initial design/content is accepted, the work will be produced and/or the website will then be coded. Any changes to the design/wording after production/printing/coding commences are chargeable – a quotation for such changes will be provided upon notification that the changes are required. The fee will depend how far along the production/printing/coding process the work has progressed, so please make sure you are totally happy with the initial work before approving it for the production/printing/coding stage. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies PressPoint Media Ltd otherwise within ten (10) days of the date the materials are made available to the Client.

4. Turnaround Time and Content Control

PressPoint Media Ltd will print or publish the project as requested, or install and publicly post or supply the Client's website by the date specified in the project proposal, or at a date agreed with Client upon PressPoint Media Ltd receiving final payment, unless a delay is specifically requested by the Client and agreed by PressPoint Media Ltd. In return, the Client agrees to delegate a single individual as a primary contact to aid PressPoint Media Ltd with progressing the commission in a satisfactory and expedient manner.

During the project, PressPoint Media Ltd will require the Client to provide content; text, images, movies and sound files as appropriate, unless it has been agreed that PressPoint Media Ltd will provide these elements, which will be reflected in the costings. Should the provision of these elements not be forthcoming, PressPoint Media Ltd is happy to undertake their provision, at an agreed fee.

5. Failure to provide required website content:

PressPoint Media Ltd is a small business, to remain efficient we must ensure that the 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 so within 14 days of project commencement, we reserve the right to close the project and the balance remaining becomes payable immediately.

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 or print project. These pages should have the same titles as the agreed website/printed pages. Contact us if you need clarification on this.

In the case of websites: using our content management system you are able to keep your content up to date yourself, unless you have a content management contract in place with us, when we will undertake website updating for you.

6. Payment

Invoices will be provided by PressPoint Media Ltd. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due.

7. Additional Expenses

The Client agrees to reimburse PressPoint Media Ltd for any additional expenses necessary for the completion of the work. Examples would be the purchase of special fonts, stock photography etc.

8. Web Browsers

PressPoint 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 and Google Chrome, etc.). The client agrees that PressPoint Media Ltd cannot guarantee correct functionality with all browser software across different operating systems.

PressPoint Media Ltd cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website has been designed and handed over to the Client. As such, PressPoint 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.

9. 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 PressPoint Media Ltd 's Web space, PressPoint Media Ltd will, at its discretion, remove all such material from its web space. PressPoint 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 PressPoint Media Ltd reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by PressPoint Media Ltd in enforcing these Terms and Conditions.

10. Termination

Termination of retained PR and marketing services and website development/design services by the Client must be requested by a written notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

For SEO and PPC services, either party may terminate the Agreement by giving at least 30 days written notice to the other party.

For retained PR and marketing service, either party may terminate the Agreement by giving at least 3-months written notice to the other party.

11. Indemnity

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

12. Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants PressPoint 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 PressPoint Media Ltd permission and rights for use of the same and agrees to indemnify and hold harmless PressPoint Media Ltd from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for any of our services (or invoices produced as a result of such services) shall be regarded as a guarantee by the Client to PressPoint Media Ltd that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

13. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (via e-mail or upload to a cloud platform) and that all photographs and other graphics will be provided electronically in .gif, .jpeg, .png or .tiff format.

14. Design Credit

A link to PressPoint Media Ltd will appear in either small type or by a small graphic at the bottom of the Client's website/printed/online project. 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/project developed for the Client may be presented in PressPoint Media Ltd 's portfolio.

15. Access Requirements

If the Client's website is to be installed on a third-party server, PressPoint 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.

16. Post-Placement Alterations

PressPoint Media Ltd cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

17. Domain Names

PressPoint 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 PressPoint Media Ltd. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

18. General

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

19. Governing Law

This Agreement shall be governed by English Law.

20. Liability

PressPoint 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;
- Loss or damage caused by any technical or server failure.

The entire liability of PressPoint 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.

21. 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 provision.