



## TERMS AND CONDITIONS – LOCAL BUZZ MARKETING LTD

### DEFINITIONS

1. “We” or “Local Buzz Marketing” or “LBM” means Local Buzz Marketing Ltd., and “we”, “us” and “our” shall be construed accordingly.
2. “You” means the person or legal corporate entity nominated as the “Customer” on the accompanying Local Buzz Marketing Contract Form document and “your” shall be construed accordingly.
3. The “Agreement” means these terms and conditions.
4. A “Project or work” refers to a piece of work that is not ongoing and has a documented specification of requirements, outlined in the Deliverables, that once completed mark the completion of work.
5. A “Retainer” refers to ongoing or periodic work that is paid for on a regular basis.
6. “Deliverables” means all written, code and graphic work product produced by us in connection with the Project or Retainer, including the source code in all websites and including the Standard Deliverables set out in the Deliverables document annexed hereto.
7. “Documents” means the Deliverables document and the Contract Form.
8. The “Fees” means the fees specified on the Local Buzz Marketing Contract Form.
9. “Services” means the design and production of the deliverables and the website, SEO and maintenance, and all other services and work we will provide in relation to the Project or Retainer.
10. “Specification” means the descriptions and specifications contained in the Deliverables document.
11. “Website” means each website designed, built and/or worked on in the course of the Project or Retainer.

### WEBSITE DELIVERY AGREEMENTS

Once the specification and design of the website has been agreed between Local Buzz Marketing and customer, a 50% deposit must be paid into the bank account given by Local Buzz Marketing before work on the project commences. Once the website is complete and ready for exchange and the customer is satisfied that the work has been carried out to the required standard, the website will be handed over to the client only when the full payment has been received into

the company's bank account. Until this moment, the website will remain on the server of Local Buzz Marketing.

#### **WEBSITE DEVELOPMENT**

By signing this agreement, the client confirms that during the time of development on the site, Local Buzz Marketing will be the only party who will be accessing, modifying and viewing the site. Any third-party damage caused by modifications during the development period will be charged at an hourly rate by Local Buzz Marketing should these modifications need to be reversed.

#### **WEBSITE MAINTENANCE**

Website maintenance will be responsibility of the customer unless there is a retainer agreement between customer and Local Buzz Marketing, the conditions for this will be found under separate contract "SEO Retainer Agreement".

After site completion, the customer or a third party of their choosing may wish to edit their website to make updates. However, the Customer agrees that in so doing they assume full responsibility for any issues that may occur as a result of making these modifications. Should Local Buzz Marketing need to intervene to correct these changes, then this work will be charged at an hourly rate, previously agreed between the customer and Local Buzz Marketing. Any issues that arise with the site, which are considered responsibility of Local Buzz Marketing after the handover has taken place, will be corrected free of charge immediately.

#### **ASSIGNMENT**

Local Buzz Marketing reserves the right to assign subcontractors to various projects to ensure that work is completed to the highest standard and on time.

#### **COMPLETION DATE**

A completion date will be agreed between Local Buzz Marketing and customer before work commences on the site and this will be met by the company in its entirety unless the project is modified due to the customer's wishes or deliverables such as imagery and content not being received in good time. Please note that additional work requested by the Client, not specified in the original design but needed as part of an existing project, may affect time scale and overall delivery time of the project.

#### **COPYRIGHTS, TRADEMARKS AND INDEMNITY**

The customer guarantees that any content, graphics, logos, trademarks or designs handed to the company for inclusion on the website is owned by the customer or has been given permission by the rightful owner to use the items. The customer also agrees that if any dispute arises as a consequence of the use of this content, the customer will protect and defend Local Buzz Marketing and its subcontractors from any claim or suit arising from the use of these items.

Throughout the process, should Local Buzz Marketing purchase any items on behalf of the customer, a full receipt of purchase will be provided to the customer.

#### **COPYRIGHT OF WEB PAGES**

Local Buzz Marketing retain the right to display graphics and other elements of the web design in their portfolio. Any works produced by Local Buzz Marketing must not be re-sold and the customer agrees that any claim made for this reason will fall under their full responsibility.

Local Buzz Marketing reserves the right to refuse to handle:

- Any media that is unlawful or inappropriate.
- Any media that contains a virus or hostile program.
- Any media that constitutes harassment, racism, violence, obscenity, harmful intent or spamming.
- Any media that constitutes a criminal offence, or infringes privacy or copyright.

#### **AUTHORSHIP CREDIT**

The customer has the choice to allow Local Buzz Marketing to include a credit and link in the footer of their website establishing authorship credit. This is agreed between Local Buzz Marketing and the customer. Should there be future modifications to the site which differs it from original specification, Local Buzz Marketing reserves the right to remove at any time this credit upon written request.

#### **DESIGN ASSETS**

Any files supplied by Local Buzz Marketing for design that have not been used or completed will remain property of Local Buzz Marketing and shall not, under any circumstance, be used without previous authorisation. Files include but are not limited to, mood boards, gift vouchers, flyers and brochures.

Any projects or artwork will also remain property of Local Buzz Marketing until full payment has been made to the company's account. Once full payment has been received, the client may use this content however they wish and owner's right will be transferred.

#### **FEES**

Before payment, the customer agrees to check that the details of the invoice are correct and should print and keep a copy for their records. Any fees are subject to change upon written agreement. Additional charges may be incurred from any of the following circumstances:

- Additional pages that are added after original written agreement. These pages will be quoted and invoiced separately.
- Additional imagery. The customer will be charged per image and where graphic design work is required this will be charged at an hourly rate, as agreed between Local Buzz Marketing and the customer before the work commences. A receipt will be provided to the customer for any imagery purchased by Local Buzz Marketing.
- Any costs incurred by plugins, licenses or themes will be charged subject to prior approval from the customer.

#### **PAYMENT**

Local Buzz Marketing reserves the right to remove its work for the customer from the Internet if payments are not received. Payment will be made in 2 stages. 50% once the website specification and design plans have been finalised and 50% on completion of the website before exchange. If the client wishes to cancel the project before completion of the website and after the design and planning has been approved, the 50% deposit will no longer be refundable. All payments must be made within 7 working days of invoice, in the failure to do so, Local Buzz Marketing reserves the right to issue a £15 late payment charge as well as the right to decline further work on a project if there are invoices outstanding with the Client. All quoted prices are exempt of VAT.

#### **DOMAIN NAMES AND HOSTING**

Local Buzz Marketing can, at its own discretion, but is not obliged to, offer domain name registration and hosting via a third party service.

The domain name is registered in the customer's own name, with the address and contact details of Local Buzz Marketing. The customer should be aware that a domain name is registered with a third party and as such the customer shall agree to fully abide by the terms and conditions set out by the third party for such services.

#### **CANCELLATION**

In the event that the customer wishes to terminate the work before completion, this request must be issued in writing and work that has been already carried out will be charged. From the date of notification, the customer will have 30 days to pay the outstanding balance to Local Buzz Marketing.

#### **REFUND POLICY**

The customer reserves the right to request cancellation of works at any point during the completion period. A refund will be issued if this request is made within 7 working days of signed contract and deposit transfer. Any costs incurred for work already carried out will be charged at an hourly rate of XX.

## **NONDISCLOSURE**

Local Buzz Marketing and any third party associates agree that, unless directed by the customer, it will not at any time during or after the term of this agreement disclose any confidential information. The customer agrees that it will not convey any confidential information about Local Buzz Marketing to another party, unless directed by the us to do so.

## **LIABILITY**

The customer agrees that Local Buzz Marketing is not liable for any failure to carry out services for reasons beyond its control, including but not limited to, acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on a major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

Local Buzz Marketing is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

## **PRIVACY POLICY**

Local Buzz Marketing and any third party associates shall use information provided by the customer in relation to this agreement in accordance with the Data Protection Act 1998. This information will also be used to identify the Customer in communications with them and to contact the Customer from time to time to offer them services or products that may be of interest to or benefit the Customer.

Local Buzz Marketing reserves the right to terminate a project with a Customer at any time without prior notification if it finds the Customer in breach of these Terms and Conditions. Local Buzz Marketing shall be the sole arbiter in deciding what constitutes a breach. No refunds will be given in such a situation.

This agreement shall be governed by the laws of England and Wales which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.

By accepting a quotation or making a payment of invoice to use the services supplied, the Customer acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions.

Local Buzz Marketing reserves the right to alter these Terms and Conditions at any time without prior notice. The latest Terms and Conditions can be found at [www.localbuzzmarketing.co.uk](http://www.localbuzzmarketing.co.uk).

**Legal Venue**

Any disputes arising from this contract will be litigated or arbitrated in English. This agreement shall be governed in accordance with the laws of England.

Company Name:

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Company Representatives Name:

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Signature:

Local Buzz Marketing Ltd

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Company Representatives Name:

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Signature:

Date:

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