

Definition of our terminology as used within this document:

1. A 'Project' is any work undertaken or service provided by Media City Way for the Client on their request and as described in our quotation document sent via email to that Client.
2. A 'Client' is a person, persons, business or organisation using any of the services provided by Media City Way.
3. 'Second Tier' means the Client has agreed the design work and Media City Way can now start building the website.
4. 'Live Mode' means the date the website is available on the Client's chosen domain.
5. 'Domain' is the website address as specified by the Client.
6. 'Open Source Software' is software made freely available to anyone under the GNU General Public License (GPL).
7. 'Hosting' is a yearly or monthly cost to keep a client's website activated online.
8. 'Content' is text, images and videos that the Client requires on the website.
9. 'GB' stands for Gigabytes and is a measure of storage space.

Media City Way Terms & Conditions

1. 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.
2. The contract between Media City Way 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.
3. The works to be carried out shall be as set out in the Media City Way Quotation document sent to the client via email.
4. Email and telephone calls will be the method of contact with regard to all communication for the website design & development. It is the Client's responsibility to inform us of any change in email address or telephone number. Media City Way cannot be held liable in any way relating to communication issues if we are not supplied up to date and correct contact details. Media City Way will acknowledge all emails within 3 working days.
 - a. If a customer's conduct via telephone is considered unreasonable we will insist on email communication only. Media City Way reserve the right to cancel a contract should customer contact be in breach of our anti-harassment policy (*). Calls made to our offices may be monitored and recorded.
5. Media City Way will only commence work on a Project after receipt of a non-refundable 25% deposit of the quoted Project fee from the Client. Media City Way will require 25% payment when the project reaches second tier. The final 50% payment is to be made on completion of the website. The website will be switched to Live Mode once the Clients remaining balance is paid in full.
 - a. Media City Way reserve the right to change the percentages in section 5. All payment structures are shown on the quotation document sent via email.
6. The deposit paid to Media City Way covers the cost of design work carried out as well as any admin work and communication with Media City Way. The deposit is non-refundable.
7. The stated design revisions offered by Media City Way end when the client agrees the design and the project reaches second tier. Any design changes beyond this point are subject to additional charges.
8. All invoices must be paid in full within 28 days of the date of the original invoice. Failure to pay any invoice on time may result in website/hosting suspension and/or charges set by Media City Way.
 - a. Payments for domain names and hosting must be received a minimum of 5 working days prior to them expiring. If these payments are not received in time (5 working days before the renewal date) they will be set to cancel.
 - b. Any cheques must be received by Media City Way a maximum of 21 days after the invoice has been sent. If cheques are received later than 21 days after the invoice has been sent your services may be suspended or cancelled if funds have not cleared in the allocated timeframe.
 - c. Any and all Monthly Search Engine Optimisation (SEO) work must be setup via Direct Debit or Standing Order for the 1st of every month to ensure the work continues without any issues.
9. Media City Way shall expect the Client to carry out sufficient research before proceeding with a website. This will include checking that the website/idea/business will operate legally. It is important that the website is not in any way illegal. Please ensure that any images, videos or content you supply or use on your website, is legally available for you to use and sell. Media City Way cannot be held responsible if any aspect of your website is deemed illegal.
10. It is important for the Client to keep in contact with Media City Way throughout the entire Project. If a Client does not make contact for 2 weeks we will make up to 5 attempts to contact the client by email using the email address specified when the client places their order. If we do not receive a response to these attempts of contact the Project may be terminated, and the deposit will not be refunded. We will levy a £50.00 admin charge if the client later returns and wishes to continue work on their project.
11. Where images used on the website have been purchased by Media City Way on behalf of the Client, these images are strictly for use on the website only. Media City Way are not liable for misuse of these images by the Client or any other person's copying, altering or distributing the images to individuals or other organisations.



12. Media City Way 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, Media City Way 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.
 - a. In the event Media City Way offer web hosting for free, the client understands this is for the first 12 months (otherwise stated in a separate contract) from the date the web hosting was activated.
 - b. If the client decides to cancel or move their web hosting to a different host during the free web hosting period a cancellation fee of £100.00 will be charged. This cancellation charge is to be paid in full before any transfers are undertaken.
13. Our basic hosting package offers 5GB web space unless otherwise stated in a separate contract. If the website requires more than 5GB of space the client must inform us by email and Media City Way will increase your space.
 - a. Storage increases will incur an increased cost which will be given to you before the upgrade is carried out. All upgrades to servers are completed for you free of charge.
 - b. There are no setup costs when you choose Media City Way to host your website
14. When a client chooses to host their website with another hosting provider:
 - a. Media City Way will send all the website files to you ready for you or your hosting provider to add to your server
 - b. If you would prefer Media City Way to set your website up for you on another hosts server an hourly charge will be incurred for the time taken to complete the process.
 1. It is the client's responsibility to ask Media City Way for their current hourly charges as charges are subject to change.
15. Media City Way cannot be held responsible for anything adversely affecting the Client's business operation, sales, or profitability that might be claimed as a result of a service offered by Media City Way.
16. Where asked to provide search engine optimisation for a Client, Media City Way do not guarantee any specific placement or high ranking on search engines.
17. Media City Way do not take any responsibility for a client's website rank on search engines. This also includes any potential website downtime that can occur. When updating, changing, creating and hosting a client's website, there could be a change in the websites search engine ranking.
18. Media City Way will provide the Client with an expected completion date for the Project (live on the internet) if requested. Media City Way will endeavour to meet any given deadline, but do not guarantee and are not bound in any way to complete the Project by this date. The expected completion date provided by any employee of Media City Way is purely an estimate.
19. It is the Client's responsibility to check with Media City Way whether Open Source Software is being used or not.
20. The Client shall not be charged for Open Source Software. If there is a charge for a website using Open Source Software, the Client is paying for the installation time. Open Source Software is not owned by Media City Way or the Client. Item 19 is subject to item 18.
21. Media City Way own all design and code of the website until final payment has been received in full. Once final payment is received, the Client will then own the design and code of the website, unless Open Source Software is used.
 - a. Once the final payment has been received by Media City Way, FTP, Hosting CPanel and domain control panel details will be sent to you via email. With these details you can (if you like) backup your website, add extra mailboxes and change domain contact details.
22. 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 Media City Way, they will be the sole responsibility of the Client.
23. Media City Way will register any Domain names with the Clients information on file making the Client the legal owner of the domain name. Media City Way cannot be held responsible for any details that are incorrect or any charges incurred if the details need to be changed or updated.
24. It is the responsibility of the Client to renew their domain names when due. If a domain name expires, Media City Way cannot be held liable for this. However, Media City Way will make reasonable effort to contact the Client regarding domain renewal.
 - a. Domain name renewal fees must be received by Media City Way a minimum of 5 working days before the expiry date of the domain. The expiry date of the domain is shown on the invoice.
 - b. Media City Way will inform the Client 4-6 weeks prior to the domain name expiry date.
25. It is the responsibility of the Client to renew their web hosting when due. If the web hosting expires, the website and all other web services linked to the hosting account including email(s) and database(s) will be set to deactivate. This means any service connected to the web hosting account will no longer be available and live over the internet. Media City Way cannot be held liable if the Client does not pay their web hosting renewal on time.
 - a. Yearly Web hosting renewal fees must be received by Media City Way a minimum of 5 working days of the expiry date shown on the invoice.



1. Media City Way will inform the Client 4-6 weeks prior to the web hosting expiry date. Reminders may also be sent 7-10 days before the expiry date.
 - b. Monthly Web hosting must be set up by a direct debit or standing order to guarantee the monthly renewal is paid on time. Failure to set up a direct debit or standing order could result in the Client forgetting to pay monthly renewal and therefore making the web hosting deactivate.
 - c. If the Clients web hosting is deactivated the client will receive an automated email on behalf of Media City Way 1-2 hours before all web services are deactivated.
 - d. Media City Way cannot be held liable for any loss of business to the Client whilst the Clients web hosting has been set to cancel or deactivate.
 - e. If a hosting account is set to cancel or deactivate access to your Hosting CPanel, Domain Control Panel and FTP will be locked.
 - f. There will be an admin fee of £25.00 which must be received in full to reactivate your Web Hosting should the Clients web hosting be deactivated. The admin fee is charged due to the time spent reconfiguring the settings on the server.
26. If the Client does not use Media City Way's Hosting services, then the management and Hosting of the Domain name are the full responsibility of the Client.
27. Should a Client wish to move Web Hosting away from Media City Way or transfer a Domain name away from Media City Way, an hourly admin charge may be issued if Media City Way have to spend time making the changes on behalf of the client.
 - a. If you would like to transfer your website to another host we recommend you doing this a minimum of 2 weeks before your hosting expiry date.
 - b. Any outstanding invoices must be paid in full before any transfers are started by Media City Way or the client.
28. Media City Way can provide daily, weekly, fortnightly or monthly backups of your website. All backups will be setup to run automatically at a timing of your choosing. For more information please contact us about the pricing of our backup plans
 - a. Backups of your website, emails and databases can be completed manually and free of charge using your Hosting CPanel or FTP (website only) details. Item 27 is subject to item 24e.
 - b. If you would like Media City Way to complete a manual backup your website and database a flat rate of £100.00 will need to be received before the backup is transferred to yourself.
29. Media City Way has no control of, or responsibility for, the content of Clients' websites. In no way does the textual or image based Content of our Client's web sites constitute Media City Way's endorsement, or approval of the website or the material contained within the website. Media City Way has not verified any of the materials, images or information contained within our Client's web sites and is not responsible for the content or performance of these sites or for the Client's transactions with them. Media City Way provides links or references to our Client's websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but does not guarantee or warrant that such links will point to the intended Client site at all times.
30. Media City Way shall place a small text link on the footer of a Clients website that simply states the website was designed by Media City Way and links to our company website.
31. Media City Way are not liable for loss, damage or corruption to files or information stored on its servers or individual PCs relating to a Client's website. The Client is solely responsible for any information or files relating to its website. Media City Way purchase their servers from award winning hosting company Heart Internet who hold full responsibility for any interruptions.
32. If a Domain name is purchased by the Client through a company other than Media City Way, the Client has full responsibility in making sure that the domain name is renewed when due. Media City Way cannot renew the Domain name if the Domain name is purchased through a company other than Media City Way.
33. Media City Way accept BACS and Cheque as a payment method. If the Client is unable to pay by BACS or cheque a PayPal money request can be sent to the Client. The client understands that if a PayPal money request is sent the Client will incur any charges set out by PayPal.
 - a. Clients do not have to have a PayPal account to pay a PayPal Money Request
 - b. Media City Way are not in control of the charges set out by PayPal neither the structure of their website. It is the Clients obligation to check what PayPal's charges are. PayPal charges - <https://www.paypal.com/uk/webapps/mpp/paypal-fees>
34. Any invoices sent by Media City Way must be paid in full within 28 days of the date of the invoice unless stated differently on the invoice or in a separate contract.
 - a. If any payments are not paid within the allocated timeframe you may be subject to pay compensation and interest under the late payments of commercial debts (interest) act 1998.



35. Media City Way makes no claims that the contents of this website may be lawfully viewed or downloaded outside England and Wales. Access to this website may not be legal by certain persons or in certain countries. If this website is accessed from outside of the United Kingdom, it is done at own risk and the visitor is responsible for compliance with the relevant laws of the visitor's jurisdiction. The terms and conditions of this website are governed by the laws of England and Wales. Jurisdiction for any claims arising in respect of this website's Content shall lie exclusively with the courts of England. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.

By continuing to work with Media City Way you understand you have read and agreed with all of our terms and conditions stated here and on our website www.mediacityway.com

(*) Media City Way will not tolerate any form of harassment against its employees from customers or third parties and we reserve the right to cancel a contract without refund in the event of unreasonable or inappropriate conduct. This includes threatening behaviour and abuse directed towards our employees thereafter any further communication must be via postal mail only.

