**PREAMBLE**

1. **Preamble**
	1. All Services of Messaging Warehouse (UK) Ltd T/A Rija Media, whether gratuitous or not, are supplied subject to these terms and conditions and:
		1. The provisions of Part I shall apply to the provision of all and any Services.
		2. The provisions of Part II shall only apply to the provision of Web Site Development & Maintenance Services, and Web Hosting Services.

**PART I - GENERAL CLAUSES**

1. **Definitions**
	1. “RM” shall mean Messaging Warehouse (UK) Ltd T/A Rija Media, its successors and assigns or any person acting on behalf of and with the authority of Messaging Warehouse (UK) Ltd T/A Rija Media.
	2. “Client” shall mean the person or entity described as such on the Agreement Form, invoices, application for credit, quotation, work authorisation or any other forms to which these terms and conditions apply, and shall include any person acting on behalf of and with the authority of such person or entity
	3. “Guarantor” means that person (or persons), or entity who agrees herein to be liable for the debts of the Client on a principal debtor basis.
	4. “Materials” shall mean all data, graphics, pictures, trade marks, software and other materials to be incorporated in the Web Site (including, but not limited to), user data created by the operation of the Web Site (and where the context so permits shall include any supply of Services as hereinafter defined);
	5. “Price / Fees” shall mean the cost of the Services as agreed between RM and the Client subject to clause 5 of this contract.
	6. “Prohibited Content” means any content on a Web Site that:
		1. is, or could reasonably be considered to be, in breach of any applicable local, state, federal or international law, including, but not limited to, regulations promulgated by the UK Government
		2. contains, or could reasonably be considered to contain, any misrepresentations; or is, or could reasonably be considered to be, misleading or deceptive, likely to mislead or deceive or otherwise unlawful; or
		3. is, or could reasonably be considered to be, in breach of any person’s Intellectual Property Rights.
	7. “Services” shall mean all Services supplied by RM to the Client, as described on the Agreement Form, invoices, quotation, work authorisation or any other work commencement forms as provided by RM to the Client, and includes any advice or recommendations (and where the context so permits shall include any supply of Materials as defined above).
	8. “Web Site” means a location which is accessible on the Internet through the World Wide Web and which provides multimedia content via a graphical User Interface.
2. **Supply of Goods and Services Act 1982**
	1. Nothing in this contract is intended to have the effect of contracting out of any applicable provisions the Supply of Goods and ServicesAct 1982 or any laws or legislation governing the rights of consumers, except to the extent permitted by those Acts, laws or legislation.
3. **Acceptance**
	1. Any instructions received by RM from the Client for the supply of Services and/or the Client’s acceptance of Services supplied by RM shall constitute acceptance of the terms and conditions contained herein.
	2. Where more than one Client has entered into this contract, the Client’s shall be jointly and severally liable for all payments of the Price / Fees.
	3. Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the director of RM.
	4. The Client undertakes to give RM not less than fourteen (14) days prior written notice of any proposed change in the Client’s name and/or any other change in the Client’s details (including but not limited to, changes in the Client’s address, facsimile number, or business practice).
	5. None of RM’s agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the director of RM in writing nor is RM bound by any such unauthorised statements.
4. **Fees and Payment**
	1. At RM’s sole discretion the Fees shall be either
		1. as indicated on Agreement Forms or invoices provided by RM to the Client in respect of Services supplied; or
		2. RM’s current Fees, at the date of delivery of the Services, according to RM’s current standard hourly labour rate of fifty pounds (£50.00); or
		3. RM’s quoted Fees (subject to clause 5.2) which shall be binding upon RM provided that the Client shall accept RM’s Agreement Form in writing.
		4. RM’s quoted Fees on rijamedia.com, which shall be binding upon order of RM’s services and acceptance of RM’s online terms and conditions.
	2. RM reserves the right to change the Price / Fees in the event of a variation to RM’s quotation. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of the Client’s request for additional features and/or Services not specified in the original quotation, or as a result of increases to RM in the cost of Materials and labour) shall be:
		1. estimated by RM (the amount of which shall be at the sole discretion of RM), notified to the Client in writing and will be subject to the Client’s approval before any action is taken by RM; and/or
		2. grounds for RM to invalidate the original quotation and submit a revised quotation, which may include a revision of the Price / Fees, timescales and overall delivery time.
		3. charged for on the basis of RM’s Agreement Form and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
		4. In the event the Client does not accept the revised Price / Fees, and RM or the Client then cancel the agreement, RM shall not be held responsible for any subsequent loss due to the non-performance of the agreement.
	3. Payment will be made by cash, cheque, bankers cheque or by credit card (please note: credit card payment attracts a two and a half percent (2.5%) surcharge). Any cash payments made by the Client must be notified to a director of RM, in writing by recorded delivery, within two (2) working days.
	4. All Fees referred to in the Agreement Forms, quotations, proposals and these terms are exclusive of Value Added Tax or its International equivalent.
	5. If the Client defaults payment during, or at any stage of the contract and the outstanding payment is not received within fourteen (14) days of RM’s demand, the whole of the remaining balance of the contract becomes due immediately
5. **Delivery of the Services**
	1. Whilst RM shall make all reasonable attempts to ensure quoted dates are adhered to, if there is any delay that can reasonably be presumed to be beyond the reasonable control of RM, RM shall be entitled to payment of any monies due in accordance with those quoted dates.
	2. The failure of RM to deliver shall not entitle either party to treat this contract as repudiated.
	3. RM shall not be liable for any loss or damage whatever due to failure by RM to deliver the Services (or any of them) promptly or at all.
6. **Errors and Omissions**
	1. The Client shall inspect the Services on completion and shall within ten (10) days notify RM (in writing and by recorded delivery) of any alleged defect, shortage in quantity, error, omission, or failure to comply with the brief, description or Quotation. The Client shall afford RM an opportunity to inspect the Services within a reasonable time following such notification if the Client believes the Services are defective in any way. If the Client shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage. For defective Services, which RM has agreed in writing that the Client is entitled to reject, RM’s liability is limited to either (at RM’s discretion) replacing the Services, rectifying the Services, or replacement of the Materials.
	2. For Materials not manufactured by RM, the warranty shall be the current warranty provided by the manufacturer of the Materials. RM shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturer’s warranty.
	3. To the extent permitted by statute, no warranty is given by RM as to the quality or suitability of the Services for any purpose, and any implied warranty is expressly excluded. RM shall not be responsible for any direct, indirect or consequential loss or damages that may result from the use of the Services (including, but not limited to, loss of data resulting from delays, non-delivery or interruption in service). The Client acknowledges and agrees that RM cannot guarantee the absence of service interruptions caused by acts of Gods, or other circumstances beyond RM’s control.
7. **Intellectual Property**
	1. The Client retains ownership of copyright, trademarks and other intellectual property rights in Materials provided to RM for use in the development or alteration of the Web Site.
	2. The client acknowledges that design templates and default content provided by RM may also be used in other RM clients’ websites.
	3. The client may choose to have an exclusive theme designed by RM, for an additional cost of £150. Exclusively created themes will not be used for other clients of RM.
	4. All passwords, copyright, trademarks, patents created, developed, subsisting or used in (or in connection with) the design and development of the Web Site , and ownership of any website contents added by the client after the development by RM will be transferred to the Client only upon settlement of all outstanding sums due.
	5. The Client acknowledges and agrees that Intellectual Property Rights of RM’s development / programming code / design are not transferrable to any third parties, and furthermore, any associated software / systems may not be re-distributed, sold or rented without the express written approval of RM.
	6. The Client acknowledges and agrees that RM’s template designs / development / programming code may only be used when provided by RM as an on-going service, and may not be used away from RM’s web hosting unless stated in writing by RM.
	7. The Client warrants that all designs or instructions to RM will not cause RM to infringe any patent, registered design or trademark in the execution of the Clients order, and further agrees to indemnify RM for any, and all, claims arising from the Client’s negligence or inability to obtain proper copyright permissions for any, and all, content supplied to RM by the Client.
8. **Cancellation**
	1. RM may cancel these terms and conditions or cancel delivery of Services at any time before the Services are delivered by giving fourteen (14) days written notice. On giving such notice RM shall repay to the Client any sums paid in respect of the Fees, less any amounts owing for Services already performed. RM shall not be liable for any loss or damage whatever arising from such cancellation.
	2. In the event that the Client cancels delivery of Services the Client shall be liable for the whole of the contract balance, plus any additional costs, and any loss incurred by RM (including, but not limited to, any amounts owing for Services already performed any loss of profits), up to the time of cancellation.
9. **Default and Consequences of Default**
	1. Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of two and a half percent (2.5%) per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
	2. If the Client defaults in payment of any invoice when due, the Client shall indemnify RM from and against all costs and disbursements incurred by RM in pursuing the debt including legal costs on a solicitor and own client basis and RM’s collection agency costs.
	3. Without prejudice to any other remedies RM may have, if at any time the Client is in breach of any obligation (including those relating to payment), RM may suspend or terminate the supply of Services to the Client (which shall include the deactivation of the Web Site and/or the Web Site being deemed completed, whether or not it complies with the quotation and/or brief) and any of its other obligations under the terms and conditions. RM will not be liable to the Client for any loss or damage the Client suffers because RM exercised its rights under this clause.
	4. If any amount due for payment remains overdue after thirty (30) days then an amount of ₤20.00 shall be levied as an administration Fees and shall be levied for each month that the account remains overdue, which sums shall become immediately due and payable.
	5. Without prejudice to RM’s other remedies at law RM shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to RM shall, whether or not due for payment, become immediately payable (including all amounts payable for the full remaining term of the contract which would otherwise not be immediately due and payable except through the Client’s default and the application of this clause) in the event that:
		1. any money payable to RM becomes overdue, or in RM’s opinion the Client will be unable to meet its payments as they fall due; or
		2. the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
		3. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
10. **Title**
	1. It is the intention of RM and agreed by the Client that property in the Materials shall not pass until:
		1. The Client has paid all amounts owing for the particular Materials, and
		2. The Client has met all other obligations due by the Client to RM in respect of all contracts between RM and the Client, and that where practicable the Materials shall be kept separate until RM shall have received payment and all other obligations of the Client are met.
	2. Receipt by RM of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then RM’s ownership of rights in respect of the Materials shall continue.
11. **Security and Charge**
	1. Despite anything to the contrary contained herein or any other rights which RM may have howsoever:
		1. where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to RM or RM’s nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client and/or the Guarantor acknowledge and agree that RM (or RM’s nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
		2. should RM elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify RM from and against all RM’s costs and disbursements including legal costs on a solicitor and own client basis.
		3. The Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint RM or RM’s nominee as the Client’s and/or Guarantor’s true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 12.1.
12. **Data Protection Act 1998**
	1. The Client and the Guarantor/s (if separate to the Client) authorises RM to:
		1. collect, retain and use any information about the Client, for the purpose of assessing the Client’s creditworthiness or marketing products and services to the Client; and
		2. to disclose information about the Client, whether collected by RM from the Client directly or obtained by RM from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or of listing a default by the Client on publicly accessible credit reporting databases.
	2. RM may also use information about the Client to monitor and analyse its business. In this connection the Client authorises RM to disclose personal information to agents or third parties engaged by RM.
	3. The Client consents to the transfer of information outside of the European Economic Area for the purposes listed above.
	4. Where the Client is an individual the authorities under (clause 13.1) are authorities or consents for the purposes of the Data Protection Act 1998.
	5. The Client shall have the right to request RM for a copy of the information about the Client retained by RM and the right to request RM to correct any incorrect information about the Client held by RM.
	6. RM reserves the right at all times to disclose any information about the Client, as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post, or to remove any information or Material, in whole or in part, at their sole discretion.
13. **Limitation of Liability and RM’s Indemnity**
	1. All Services shall be used for lawful purposes only. The Client shall indemnify and hold RM harmless from any claims resulting from the Client’s use of the Services, which may in turn, result in damage or loss incurred by the Client or any other party.
	2. The Client acknowledges that the Services and facilities supplied by RM are used at the sole risk of the Client, and the Client agrees to defend, indemnify, save and hold RM harmless from all demands, liabilities, costs, losses and claims (including, but not limited to, attorney’s fees) that may arise directly, or indirectly from the Services provided, or agreed to be provided, or any product or service sold by the Client or any affiliated third parties. The Client further agrees that this indemnification extends to all aspects of the contract (including but not limited to, website content).
	3. RM shall be under no liability whatever to the Client for any direct / indirect loss and/or expense (including loss of profit, business, revenue, goodwill or anticipated savings) suffered by the Client or any third party arising out of a breach by RM of these terms and conditions.
	4. In the event of any breach of this contract by RM the remedies of the Client shall be limited to damages and RM’s liability (if any) whether in contract, tort or otherwise in respect of any defect in the Services, or for any breach of these terms and conditions, or of any duty owed to the Client in connection with them shall be limited to the amount of the Fees.
	5. For the avoidance of doubt, nothing in these terms and conditions shall exclude or restrict RM’s liability for the death or personal injury to any person resulting from RM’s negligence.
14. **Unpaid RM’s Rights**
	1. Where the Client has left any item with RM for repair, modification, exchange or for RM to perform any Services in relation to the item and RM has not received or been tendered the whole of the Fees, or the payment has been dishonoured, RM shall have:
		1. a lien on the item;
		2. the right to retain the item for the Fees while RM is in possession of the item;
		3. a right to sell the item.
	2. The lien of RM shall continue despite the commencement of proceedings, or judgement for the Fees having been obtained.
15. **Client’s Disclaimer**
	1. The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of RM and the Client acknowledges that he buys the Services relying solely upon his own skill and judgement.
16. **General**
	1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
	2. These terms and conditions and any contract to which they apply shall be governed by the laws of England, Wales and Scotland and are subject to the jurisdiction of the courts of Manchester.
	3. All Services supplied by RM are subject to the laws of England, Wales and Scotland and RM takes no responsibility for changes in the law which affect the Services supplied.
	4. RM may license or sub-contract all or any part of its rights and obligations without the Client’s consent.
	5. RM reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which RM notifies the Client of such change.
	6. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

**PART II: WEB SITE DEVELOPMENT & MAINTENANCE SERVICES, WEB HOSTING SERVICES**

1. **Client’s Responsibilities**
	1. The Client will, at its sole cost and expense:
		1. ensure that Materials supplied to RM do not contain:
			1. Prohibited Content;
			2. a Link to any website that contains Prohibited Content; or
			3. any viruses, trojan horses, worms, time bombs or any other software program or routine designed for or capable of interfering with the operation of the Services.
2. **Content**
	1. RM shall be under no liability whatever for any errors or plagiarism in content supplied by the Client.
	2. The Client acknowledges and agrees:
		1. that RM shall be authorised to utilise logos and any other company identity for the purposes of the development; and
		2. that, unless otherwise stated in writing by RM, a design credit with the link to RM’s own website may appear on the main home page of the Web Site, either in text or graphic format. The link will be in keeping with the overall design of the Web Site.
		3. After 1 month of payment the website will be considered completed. Any editing or creation of content must be completed by the client via tools provided by RM i.e. a CMS or blogging platform. Technical support will be provided as per clause 23.
3. **Design and Development**
	1. On receipt of payment RM will provide the Client with an estimated timescale for progress and completion of the project, and will use reasonable endeavours to meet those timescales.
	2. RM allow the client a choice of templates to use for their website, RM may also give the option of creating an exclusive design for the client for an additional charge.
	3. If agreed in writing, any exclusive designs created by RM will not be made available to other clients.
	4. The Web Site template chosen by the client will be populated using content provided by the Client and agreed by RM. This will be limited to 5 pages of textual content and 5 images that must be provided by the client, unless otherwise agreed in writing my RM.If content isn’t provided by the client within 1 month of payment, RM will populate the website with generic content.
	5. It is assumed that any Content will be provided by the Client in electronic format (typically via email) and all images and other graphics will be provided in .gif, .jpeg, or .png format. Although every reasonable attempt will be made by RM to return all Content submitted by the Client in the development of the Web Site, such return cannot be guaranteed.
4. **Search Engine Optimisation (SEO)**
	1. Although RM use their knowledge and experience to ensure that best practice is carried out when developing websites, we hold no responsibility for how a client website ranks with search engines, or any ongoing search engine optimisation service. RM gives no guarantee of the quality of visitor or the position / page rank or volume of visits to the Web Site.
5. **Web Hosting**
	1. The Client is strictly prohibited from using an email address hosted by RM for spamming or any type of unsolicited commercial or non-commercial email. Where the Client is in breach of this clause, RM shall have the right to suspend the Client’s account.
	2. It shall be the Client’s responsibility to ensure the back up of their own emails. RM shall not be held responsible or liable for the corruption, loss or delay of any email of the Client.
	3. The client may choose to set up POP email addresses on their hosting package, up to 5 email inboxes will be available through their control panel. 10MB of capacity will be allocated for each email inbox.
	4. FTP Access to the client’s web-space will be given upon request. 100MB of capacity will be allocated for the client’s web-space, however more may be added at the discretion of RM.
6. **Technical Support for the Web Site**
	1. The client will be given and supported in having the ability to edit the editable textual content of their website and blog using a specified CMS or Blogging platform. This does not include changes to our template designs, theme files or other website code.
	2. Technical support can also be given for queries related to RM hosting & hosted email addresses.
	3. RM will endeavour to respond to technical support requests submitted via the online ticketing system on the rijamedia.com website within 24 hours.
7. **Maintenance**
	1. RM will provide technical support only, subject to clause 23. Maintenance work will only be completed on a client website at RM’s discretion.
	2. Social Networking e.g. “blogging” or “tweeting” etc must be completed by the client.
8. **Optional Extras**
	1. Where RM have agreed to create external accounts for the client (e.g. Facebook profile or Twitter account etc), this refers only to the creation/set-up of the accounts. Accounts will be created in the client’s name and therefore the client agrees to the terms and conditions of said accounts. If applicable, log in credentials will be supplied to the client.
	2. Any further work e.g. maintenance of accounts in the client’s name will be the responsibility of the client.
9. **Termination**
	1. RM reserves the right to withdraw the Services at any time, subject to fourteen (14) days written notice to the Client, and RM shall not be liable for any consequential loss or damages incurred by the Client due to termination of the Services.
	2. If a client doesn’t renew their services after the contract duration, RM may withdraw services immediately.