



## Blue Sky Technologies Ltd Terms & Conditions

### 1. Modification of this Agreement

Blue Sky Technologies Ltd reserves the right to amend these terms and conditions without prior notice.

The latest version of our terms and conditions can be found on our web site at [www.bluesky-technologies.co.uk/terms-and-conditions.pdf](http://www.bluesky-technologies.co.uk/terms-and-conditions.pdf) or by contacting our office on 01492 536336.

### 2. Your Obligations as a Customer

**2.1** By placing an order, for any services or products offered by Blue Sky Technologies Ltd, you are indicating your acceptance and agreement of these terms and conditions.

**2.2** Any Account names and passwords allocated must not be divulged to any third parties and you should take reasonable care to ensure that they are not discovered or passed on to other persons. If you believe that your account details are known by others, then you should contact Blue Sky Technologies immediately to have them changed.

**2.3** You must not participate in any form of un-solicited bulk emailing or spamming using either our or any other company's services or products.

**2.4** When we agree to carry out work on your behalf a schedule of work will be provided to yourself detailing the work to be undertaken and any agreed milestones. Delays in the work as a result of the customer not providing required information within the agreed schedule or failing to pay an interim invoice within the agreed time period will allow Blue Sky Technologies Ltd to produce an immediate invoice for the balance of work done to that date and to suspend further work until the condition is corrected.

**2.5** You agree that Blue Sky Technologies Ltd are not liable for any claims made against them arising from the content of a customer's web site, or any infringement of rights of any third party on your domain name.

### 3. Data Protection

Your data will be held in strict accordance with the applicable data protection laws and will not be passed on to any other parties without prior consent.

### 4. Services

**4.1 Hosting** You may not exceed your allocated server space at any time without permission from Blue Sky Technologies Ltd.

We reserve the right to immediately remove without the consent of the client any material that is deemed inappropriate or in breach of UK or International law, without prior notice.

Regular backups of our servers are undertaken by Blue Sky Technologies Ltd, however you are responsible for backing up any data that you put on our servers. We cannot be held responsible for the loss of any data as a result of either a hardware failure, third party attacks, or negligence on your part.

**4.2 Bandwidth** If your site should exceed your pre allocated bandwidth as specified by your hosting package per calendar month, we will keep the site running as normal, but reserve the right to raise an additional invoice for the extra bandwidth used, at the rate of 5 pence per 1MB of usage.

We reserve the right to disable your site or service in the event your bandwidth usage reaches a point where it has an adverse effect on our other clients or systems until the problem is overcome. In such an event we will undertake all the measures necessary to get your site or service up and running again as quickly as possible.

**4.3 Web Pages & Design** Anyone who publishes web pages onto our servers is responsible for the content held in that allocated space, including obtaining legal permission for that content and ensuring that the content does not violate UK or International law.

We reserve the right to remove any material that is deemed inappropriate or in breach of UK or International law from your pages, without prior notice.

**4.4 Domain Names** Anyone applying for a domain name must also comply with the terms and conditions of the Naming Authority for that country's domain.

Blue Sky Technologies Ltd is acting as an agent for the domain names and confirmation of a domain name cannot be guaranteed until the Naming Authority has authorised the acceptance of the domain.

Written copies of these contracts can be obtained on request.

Prior to the domain name becoming due for renewal Blue Sky Technologies Ltd will attempt to contact the customer to determine if the domain name is still required. Every effort will be made to contact the customer via email, telephone and mail until the date of de-tagging occurs. Blue Sky Technologies Ltd cannot be held responsible for the failure to renew a domain name in the event that the payment for the domain was not received from the customer prior to the renewal date.

## **5. Price & Payment Terms**

**5.1** All invoices are due for payment on the date of invoice by return, unless otherwise specified.

**5.2** Domain Name Registration and Hosting services must be paid prior to the renewal date of the domain name or hosting service.

**5.3** Smaller projects must be paid for in advance unless with the prior agreement of Blue Sky Technologies Ltd. In the event of alternative payment terms for smaller projects a deposit of 50% of the total order is payable with the balance due on completion of the work.

**5.4** For larger projects (as defined by Blue Sky Technologies Ltd at time of order) Blue Sky Technologies Ltd reserves the right to prearrange a payment schedule with the customer. This will usually include an initial payment of 25% of the total order, which is required before work can commence, followed by a number of further interim payments at set dates (as defined by Blue Sky Technologies Ltd at time of the order and detailed in the payment schedule) during the development period, which may amount to 90% of the total order price. A final payment of the outstanding balance of the total order, will be payable within 14 days from the date of the final invoice issued on completion of the project.

**5.5** Account customers may be offered alternative payment arrangement as defined by Blue Sky Technologies Ltd according to a prearranged credit agreement in writing with the customer.

**5.6** Non-payment of an invoice within the agreed time period may result in any services or development work being suspended until the account is paid.

**5.7** Payments can be made by cheque, cash or credit/debit card. Online payments can be made at [www.bluesky-technologies.co.uk/pay/](http://www.bluesky-technologies.co.uk/pay/)

**5.8** Written quotations are only valid during the period stated on the quotation. If no period is stated, the period is 90 days.

**5.9** All work remains the sole property of Blue Sky Technologies Ltd until payment has been received in full.

**5.10** We reserve the right to charge interest and administration fees in the event of late payments. Interest is charged at the Bank of England Base Rate + 8%. Administration charges are at the discretion of Blue Sky Technologies Ltd.

## **6. Cancellation & Standards**

Blue Sky Technologies Ltd reserves the right to cancel or suspend an account at any time with immediate effect, without prior notice, if you:

**6.1** Fail to pay an invoice within the agreed time period. Any work completed continues to be the property of Blue Sky Technologies Ltd until payment is received, unless agreed in writing by a Director of Blue Sky Technologies Ltd.

**6.2** Commit a material or persistent breach of this Agreement and fail to remedy this within 14 days of written notice.

**6.3** Become insolvent or are unable to pay debts as they fall due.

Cancellation of a service by a customer must be given in writing prior to the renewal date of the service. This can be done online via the customer administration section of our website or in writing by fax or letter.

Extensions to work schedules by Blue Sky Technologies Ltd will be stated in writing to the client as soon as the delay is anticipated. The client has 14 days after the statement has been

issued to object to the planned changes otherwise their acceptance is assumed.

In the event of dissatisfaction with the standard of work or delays in the pre-agreed schedule the client will have the right to cancel the work. A client is entitled to cancel their order within 7 days of the order date and will receive their deposit by return. Blue Sky Technologies Ltd will not commence work until we are in receipt of the deposit.

After the initial cancellation period has expired a client may cancel their order by writing to Blue Sky Technologies Ltd. The client is liable for payment of any work completed to the date of the cancellation. Blue Sky Technologies Ltd will calculate the balance due based on work completed and the total price of the project.

Complaints about work standards should be addressed in writing to the General Manager, Blue Sky Technologies Ltd, Somerset House, 30 Wynnstay Road, Colwyn Bay, Conwy, LL29 8NB. Any other complaints, such as verbal or assumed, will not be considered as valid unless supported by written documentation received by Blue Sky Technologies Ltd. If an apology is appropriate this will be made in writing to the client on behalf of the company.

## **7. Limitation of Liability**

**7.1** By acceptance of these terms you agree that neither Blue Sky Technologies Ltd, its employees, agents, licensors or contractors is liable for damages arising out of or in connection with our web site or from any unauthorised access or alteration to the website (by a third party). This includes, without limitation, direct loss, loss of business, revenue, anticipated savings or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of events or you have advised Blue Sky Technologies Ltd of the possibility of such potential loss) or any indirect, consequential and incidental damages.

**7.2** Furthermore you agree that Blue Sky Technologies Ltd is not liable for the loss of services as provided by our service partners beyond our reasonable control. Every effort will be made to restore our services in the event of such a loss.

**7.3** Additionally you agree that Blue Sky Technologies Ltd cannot be held responsible for the loss of any data or programs held on Blue Sky Technologies Ltd equipment as the backup of such data is the responsibility of the customer unless a prior agreement is in place with Blue Sky Technologies Ltd.

## **8.1 Intellectual Property and Copyright**

All work remains the intellectual property and copyright of Blue Sky Technologies Ltd unless stated in writing by a Director of the company.

## **9. Announcements**

We reserve the right to distribute information to you that is pertinent to the quality of our services and those of our service partners. These announcements will be predominantly informative in nature and may include notices describing changes, upgrades, new products or other information to add security or enhance your identity on the Internet.