



Website Design Terms And Conditions

These Website Design Terms and Conditions (“**Design Terms**”) apply to any website design and build services that we provide. These Design Terms should be read alongside, and are in addition to our [Privacy Policy](#) (“**Privacy Policy**”).

Please read these Design Terms carefully and print a copy for your future reference. By ordering website design services from us, you agree that you have read, understood and agree to these Design Terms and the Privacy Policy (each as amended from time to time). If you do not agree to these Design Terms, you must not order any design services from us.

1. About Us

In these Design Terms, references to “BM”, “Blue Monkee” or to “we”, “us”, “our” and “ours” are to Blue Monkee Ltd trading as “Blue Monkee Media”. Blue Monkee Ltd (Registration No NI605489) is a company registered in Northern Ireland with its registered office at 16 High Street, Bangor, Co Down, BT20 5AY

Should you have any questions about these Terms or wish to contact us for any reason whatsoever, please use the contact details set out below:

Email: admin@bluemonkee.com **Phone:** 0845 519 7907

Post: Customer Services, Blue Monkee Media, 16 High Street, Bangor, Co Down, BT20 5AY

References to “you” or “your” are references to the person ordering website design services from us.

2. Order Process

2.1 Details on standard website design options and limitations on numbers of pages are available on the Blue Monkee Media website (www.bluemonkee.com). All services descriptions and illustrations shown on the Blue Monkee website are provided in good faith but are intended as guidance only and actual services may vary.

2.2 As part of the order process, you will outline your requirements for the website design and build services (“**Design Services**”) that you wish us to provide (“**Specification**”). Standard website design services are in HTML format. You agree to provide any information reasonably required by us during the order process.



2.3 As part of your Specification, you must make it clear if you require additional HTML pages and/or different formats (by way of example only, flash) and/or the ability to change your website frequently. You may specify that your website may be designed and built using our Content Management System (CMS).

2.4 Following receipt of our quotation for the Design Services, you may confirm your order of Design Services (“**Order**”) to us either verbally or in writing. Quotations are valid for a period of thirty (30) days. Your Order must be accompanied by a deposit of at least 50% of the price quoted by us (“**Deposit**”). Nothing in these Design Terms obliges us to provide a quotation and we reserve the right, in our sole discretion, to refuse to accept your Order.

2.5 Your Order is accepted by us and becomes binding only when we expressly confirm the Order in writing by email or post.

3. Services

3.1 We will design and build a website for you based on the Specification and including the material including without limitation images and text provided by you.

3.2 A single mock-up page of the website will be designed and submitted to you for approval. The mock-up page will then be used for the overall design of the website. Once you have approved the design of this page, any alteration by you to the design will result in additional charges.

4. Price and Payment

4.1 The price or charges for any Design Services will be as set out in the quotation submitted by us prior to your Order (“**Price**”). All prices are in pounds sterling and exclusive of Value Added Tax (“**VAT**”) at the relevant rate, which shall be payable by you in addition to the Price.

4.2 Immediately upon acceptance of your Order by us the full Price of the selected Design Service shall be due and payable.

4.3 A deposit of at least 50% of the Price will be made with the Order. Any unpaid balance of the Price as at the date of termination in accordance with these Design Terms and/or completion of the Design Services shall be immediately due and payable and we shall be entitled to recover payment upon demand.

4.4 If any sum payable is not paid on or before the due date for payment, we reserve the right to suspend the Design Services. We shall not upload the approved website to our hosting



server or supply the website files to you for use on any third party hosting server until payment in full has been received.

4.5 We accept single payments by cheque (payable to “Blue Monkee”), Visa, MasterCard, American Express, Delta or Switch (although we reserve the right to decline payment in any of these forms without notice to you). Without limitation, we do not accept payment by Diners Club, Electron or Solo. We reserve the right to withdraw any payment methods at any time and to vary our prices without notice to you. Payments are also accepted via PayPal and Google Checkout on our website www.bluemonkee.com

5. Our Obligations

5.1 We endeavour but do not guarantee to complete the Design Services by any given completion date or within any agreed timescale. Time shall not be of the essence.

5.2 The design and building of your website will only commence following the payment of the Deposit, acknowledgement of the Order by us and the provision of the images and text by you.

5.3 When we have completed the Design Services, your website will be uploaded to a temporary URL for the purposes of your review and approval. The Design Services will be finally completed when you provide us with written approval of your website (such approval not to be unreasonably delayed or withheld). You may provide approval by email, by post or by fax to our contact details set out in clause 1 above.

5.4 Following your approval and subject to full payment being received, we will upload the approved website to our hosting server or supply the website files to you for use on any third party hosting server. We reserve the right not to upload or supply the website files to you until full payment has been received.

5.5 Once the website is approved by you, we are not responsible for any errors or downtime caused as a result of changes made to the website by you or by any third parties on your behalf.

5.6 Any web site designed by us and built using our CMS is designed to fully function with our hosting service and we bear no liability or responsibility for hosting on any other service. We recommend that your website domain name is transferred to our hosting service but, should you host your domain name elsewhere, we will provide the required files to you. We are not responsible for uploading or implementation of the CMS on any hosting service other than that provided by us.



6. Your Obligations

6.1 You agree to promptly provide to us (free of charge) any information and material (including without limitation images and text) that we may reasonably require to enable us to proceed with our obligations under these Design Terms.

6.2 You warrant and represent that all information and material provided to us is (a) accurate; (b) is either owned by you or that you have permission of the owner for the material to be used in relation to the provision of the Design Services; and (c) is free from viruses or other harmful programs.

6.3 You warrant and represent that the website content and all information and material provided to us by you or on your behalf complies with and will continue to comply with all applicable laws, regulations and guidance.

6.4 You agree that you will only use the website for lawful purposes and will not knowingly or recklessly provide, post, link to or transmit any material which is unlawful, threatening, abusive, defamatory, obscene, offensive, profane, threatening, or which infringes third party rights (including without limitation intellectual property rights) (“**Inappropriate Content**”). We reserve the right to refuse to include content on your website that we consider is Inappropriate Content and/or does not comply with these Design Terms.

6.5 You agree that any website designed and built by us may display the phrase "Designed by Blue Monkee Web Design Northern Ireland", where "Blue Monkee" is, or can be, in logo form, and the text in some form provides a link to the Blue Monkee website at <http://www.blumonkee.com>.

6.6 You shall promptly pay to us all payments due under these Design Terms. We shall not be obliged to deliver the website until we have received all payments due under these Design Terms.

6.7 You agree to indemnify us in respect of any losses, costs, expenses, damages and/or claims incurred by us as a result of any breach by you of these obligations set out in this clause 7.

6.8 We operate an online portal system for managing your account. It is located at www.blumonkee.com/portal. When you sign up with us, we will create an account for you on this system and provide you with login credentials. You agree to use this system as your sole means of accessing and changing account information, submitting support requests, paying for services and obtaining information from us. This system is constantly being updated and we may add or remove features at our discretion.



7. Intellectual Property Rights

7.1 All intellectual property rights in the website, its functionality, programming code and any design work, documents or drawings (excluding any material provided by you) are vested in and at all times remain the property of us. We hereby grant you a non-exclusive licence of such intellectual property rights for the purpose of operating your website.

7.2 You hereby grant us a licence to use any information and material provided by you to enable us to design and build the website.

8. Our Liability

8.1 We will use reasonable skill and care in fulfilling any Order. However, to the fullest extent permitted by law, we exclude all other representations, warranties, conditions and terms express or implied by statute, common law or otherwise.

8.2 Save as expressly set out in these Design Terms, we will not be liable to you for any special, indirect, incidental, consequential or economic loss or for loss of profits or revenues howsoever caused arising in connection with any order placed by you.

8.3 Notwithstanding the above, our total liability (whether in contract, tort, negligence or on any other basis) to you, for any loss or damage shall, subject to Clause 8.5, be limited to the Price.

8.4 We will not be liable to you where breach of these Design Terms is due to any cause that is beyond our reasonable control, including but not limited to acts of God, explosions, floods, tempests, fires or accidents; wars or threats of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes; difficulties in obtaining materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

8.5 Nothing in these Design Terms shall exclude or limit our liability for personal injury, death or fraud or any liability which may not be excluded or limited as a matter of law.

9. Termination

9.1 We shall have the right to terminate this agreement if:



(a) you are in breach of your obligations set out in these Design Terms; and/or

(b) you fail to approve the website without reasonable cause within a reasonable period.

9.2 You may terminate this agreement immediately at any time by providing written notice of termination to us by email (with confirmed receipt), post or fax (with confirmed receipt) to the contacts set out in clause 1 above stating that you wish to terminate your Website Design Service and stating your customer contact name, your customer business name and your customer ID. If you terminate this agreement, we will not be required to make any refund to you or give credit for any uncompleted element of the Design Services.

10. General

10.1 We may update or amend these Design Terms from time to time to comply with applicable laws or regulations or to meet our changing business requirements without notice to you. Any updates or amendments will be posted on the Blue Monkee website.

10.2 These Design Terms supersede any other terms and conditions previously published by us and any other representations or statements made by us to you, whether oral, written or otherwise.

10.3 You may not assign or sub-contract any of your rights or obligations under these Design Terms to any third party unless we agree in writing. We may assign, transfer or sub-contract any of its rights or obligations under these Design Terms to any third party at our discretion.

10.4 No relaxation or delay by us in exercising any right or remedy under these Design Terms shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by us in writing.

10.5 If any of these Design Terms are found to be illegal, invalid or unenforceable by any court or administrative body of competent jurisdiction, the rest of these Design Terms shall remain in full force and effect.

10.6 Only you and we shall be entitled to enforce these Design Terms. No third party shall be entitled to enforce any of these Design Terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10.7 These Design Terms are available in English only and are governed by English law. In the event of any matter or dispute arising out of or in connection with these Design Terms, you and we shall submit to the exclusive jurisdiction of the English courts.

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