

INTRODUCTION

These are the terms and conditions of hire between Black Isle Holdings Limited, [Trading as The Cyber Group], who's registered trading address is: 3F1 Third Floor, 3 Hill Street, New Town, Edinburgh, EH2 3JP, hereafter referred to as 'THE SUPPLIER', and the customer purchasing a plan/subscription, hereafter referred to as 'THE CLIENT'.

The client is aware, that should they enter into an agreement [subscription/plan] with the supplier, the following terms and conditions shall apply:

PAYMENT

The client is aware, payment is due on a month by month basis, and must be cleared in full in order to continue with their subscription. Failure to maintain the payment plan you are subscribed to will result in your website being taken offline. Payment must be made via the subscription service on The Cyber Groups website, no other methods of payment will be accepted.

The client must maintain an active credit or debit card in order to keep their plan active.

PLANS

All plans are set and no 'add ons' can be given to certain plans, and no services can be swapped from plan to plan.

Any plan benefits which are outsourced to third parties are paid for in full by the supplier, and the client then repays the supplier via a month by month subscription.

TERMINATION

The client may terminate their plan whenever needed via their account on The Cyber Groups website, or by contacting the supplier directly, no advanced warning is needed, and no 'minimum subscription term' is required. However, any payments made to the supplier are non-refundable.

FREE TRIAL

The free trial is only inclusive to the designing, hosting, and domain for your website. The free trial only applies to your first 30 days, and is for new clients only.

A paid plan will activate upon the client entering into their second month with the supplier.

Domains and hosting will be provided upon the client entering into their 3rd week of the 30 day trial with the supplier, and the clients website will go live within 3-5 weeks of the trial beginning.

A credit or debit card is required to active your free subscription.

Any additional benefits such as business cards, leaflets, 0800 numbers, custom email addresses, etc, will only become active upon the client entering into their 2 month with the supplier.

DOMAINS

The supplier will provide and pay for the domain (up to £50 per year) to the client, the client can choose their domain name.

All domains remain the property of the supplier and will not be released to the client. The client must continue their subscription in order to renew their domain the following year.

The client cannot choose a name which could be in breach of any registered trademarks or copyrighting laws.

Should the client already own a domain name, the domain renewal will be paid for by the supplier (up to £50) providing their plan is maintained for 12 months.

HOSTING

The supplier will host the clients website via our partner, Wix. The client is aware the supplier is not held liable for any issues that arise with Wix which may cause their website to be offline temporarily or permanently.

Wix reserves the right to remove any website from its platform without notice that they believe causes concern or is in violation of its policies. More about excluded websites can be found on Wix's website.

LOGO DESIGNS

The supplier will design the clients company logo if it is included in their plan. The supplier does not hold any rights over the clients logo.

Once the logo is designed, and released to the client, the client can use it as they wish, however, the client is aware their logo is designed on an open royalty free platform, Canva, and other individuals may also use the same logo.

DESIGN

The supplier owns the copyright to the design of the clients website.

The supplier does not own any rights to the design of business cards, leaflets, or letterheads.

The client cannot switch hosting suppliers. Hosting can only be supplied by Wix.

0800 NUMBERS

The supplier outsources the 0800 number benefit to a third party, and does not personally set up or maintain the number. The client is aware, any 0800 number may have been used before and may result in calls being made to that number from previous customers that number was currently used by. The client is aware, the supplier is not liable for any issues that may arise with their number, this is inclusive of, but not limited to, being disconnected. Any issues that arise from the customers 0800 number must be taken up directly with the third party.

BUSINESS CARDS, LETTERHEADS AND LEAFLETS

The client owns all rights to business cards, leaflets, or letterheads designs.

The supplier will supply quality printed products in a timely fashion every 6 months.

If the client is not satisfied with the quality of printing, the client must inform the customer within 48 hours of accepting delivery via any recorded delivery method.

AD HOC WORK AND DESIGN TIME

Ad-hoc work and design time will be carried out in the time frame specified on the clients plan.

The client is wholly responsible to provide the supplier with any information relevant to the smooth performance of service in order to honour the time frame given.

The supplier is not responsible for any delay should the client fail to provide any relevant information in a timely fashion.

SEO PLAN

The supplier will create an SEO Plan (found on Google) to cater for the clients needs.

The client must provide the supplier with any information that is required in order to build a beneficial SEO Plan.

LIABILITY

The client is aware, they are entering into an agreement with Ockuman Limited.

Any employee from the supplier is not personally liable to complete any work should the supplier go into administration/ liquidation or bankruptcy.

The supplier is not liable for any losses or breach of contract caused should unavoidable situations arise such as long term illness to employees/account managers. Should any illnesses occur within the company which can hinder operations, the supplier will inform the client and try their best to come to a mutual agreement.



The Cyber Group is the trading name of Black Isle Holdings Limited.
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3F1 Third Floor, 3 Hill Street, New Town, Edinburgh, EH2 3JP. ICO
registration number: ZB262132.