

## Terms & Conditions of Agreement for the Provision of Web Design Services

In these Conditions:

**1.0** "Agreement" means any agreement made subject to these Conditions which shall incorporate these Conditions.

**2.0** "Company" means Creative Spaces International Ltd.

**3.0** "Customer" means any person or organisation with whom the Company enters into an Agreement subject to these conditions.

**4.0** "Service" means the services described in Company literature together with such Value Added Services to be provided by the Company to the Customer. Representations made by the Company's distributor will not form part of this agreement unless confirmed in writing prior to purchase of the service.

**5.0** Unless specifically varied in writing by the Company, the following payment terms shall apply:

All fees quoted do not include value added tax due to the commercial position of the Company during the accounting period June 2006-2007. This position is likely to be reviewed on an annual basis and/or when deemed necessary by the Company. Pro-forma accounts will be rendered on completion of the services provided and will be due for payment strictly within 7 days of submission. All development work will require 30% of the total cost deposited into the bank account of the Company. The further 70% of the total development cost is due for payment immediately from the completion date of the website. The Completion Date is classed as the day that the site appears on the Internet.

**6.0** All fees quoted are subject to review and adjustment by the Company at any time.

**7.0** In the event that full payment is made later than required by Condition 6. hereof or if only partial payment is made, the Company may at its absolute discretion charge for administration costs and interest on any monies owed at either the rate of 4% interest per month or at the annual rate of 8% above the base rate published from time to time by Natwest Bank plc, whichever is the greater rate, calculated weekly and compounded monthly. Failure to apply such charges does not constitute a waiver of the option so to charge.

**8.0** If the client also holds a Hosting Account for this particular design work the Hosting account will be suspended without notice. This may effect e-mail communications and any other services provided by The Company

**9.0** The Company reserves unto itself the right to withdraw its services at its entire discretion, particularly in the event of any failure to pay its pro-forma accounts and invoices or, where the Customer makes its own arrangements for provision of storage space with an Internet Service Provider, if the Customer does not make available or continue to make available server storage space to the Company. Upon such withdrawal of its services, the Company shall be under no liability whatsoever to the Customer for any costs, losses and damages, howsoever arising, that the Customer may incur or may have incurred.

**10.0** It is hereby agreed between the Company and the Customer that where the Company withdraws its services pursuant to Condition 10.0. hereof, the Company may remove any material stored upon any computer or server and shall retain, and shall not be under any obligation to return or provide access to, any and all documents, papers, etc. belonging to the Customer until payment is made in full of all the Company's pro-forma accounts and invoices.

**11.0** Copyright in all documents, papers, etc. prepared or caused to be prepared by the Company is expressly reserved by the Company.

**12.0** The Customer shall indemnify and save harmless the Company against any claims that may arise out of the content or nature of the material stored upon any computer or server or which may be prohibited or protected by laws of any country or state relating to copyright, confidentiality or intellectual property.

**13.0** A brief from the Customer is required by the Company to provide the web site design.

**13.1** Component, Product, Landscape, Architectural, Equipment, Process or People photographs will be recorded using a standard digital camera where appropriate and therefore are limited in quality and artistic composition. For high quality photographs it is highly recommended that the Customer engage the expertise of a professional photographer.

**13.2** The Company will try to match as closely as possible customised fonts and numbering used by the Customer from available digital libraries. If this is not possible high quality digital scans will be undertaken using supplied Customer artwork.

**13.3** Corporate logos, symbols, or branding will be digitally scanned from artwork supplied by the customer as part of our normal service commitment. The customer understands that such digital scans are limited in quality. If high quality images are required these should be supplied to the Company in the form of suitable digital files which will normally be available from the Customers Printer, or Marketing Department. If the Company cannot supply such images on request the Company can provide this service.

**13.4** Specialized backgrounds or images may require the expertise of a digital artist. If the Customer cannot supply such images, the Company can offer to assist in finding a suitable source.

**13.5** Wherever possible royalty free or public domain images may be used in the design of the Customers website with the approval of the Customer. Any conflict between an un-known author of such images and publication of said images on the site will be the full responsibility of the Customer.

**13.6** Certain application scripts may not be available to the Customer, whether the site is designed for hosting by the Company or not. Customers are therefore advised to check the availability prior to entering any agreement with the Company.

**14.0** Where the Company uses any third-party services, site search facilities, chat room, email or tracking services, the Company cannot be held responsible for those third-party service commitments, quality or availability.

**15.0** Extensive site visits are deemed unnecessary (and the majority of design approval will be undertaken utilizing the internet, electronic files or other means). If site visits are excessive these will be charged at the hourly rate of £150.00 + travelling expenses.

**16.0** Unless otherwise agreed by the Company and the Customer, whom shall state that fact on their Purchase Order, the entire site design and copyright remains the property of the Company.

**17.0** Certain site design options will not include site visits. This is because the relative small amount of design costs charged cannot be recovered by the generation of such visit costs. The Company will however be pleased to quote for such visits if required. Where customer visits are not involved, the design process will be undertaken by telephone conferencing, sample internet design publication on the Company's website ([www.inventivewebdesign.net](http://www.inventivewebdesign.net)), file design submission on computer disk, faxes or screen prints, whichever is felt appropriate to the customers particular circumstances.

**18.0** The website design contract does not include the upload of the final site to the Customers own web hosting Company. If transfer of site design to a third party hosting Company is required, a fee of £50.00 will become applicable.

**19.0** The hosting services supplied to the customer will be provided on web hosting space leased by the Company. Where deemed appropriate, hosting will be organised by a third party supplier to the Company.

**20.0** The domain names supplied with each website are licensed to the Customer from the Company for one year unless otherwise specified. This is in no way transferable to any other third party supplier.

**21.0** These Terms of Appointment are governed by and subject to English law.