



Terms and Conditions

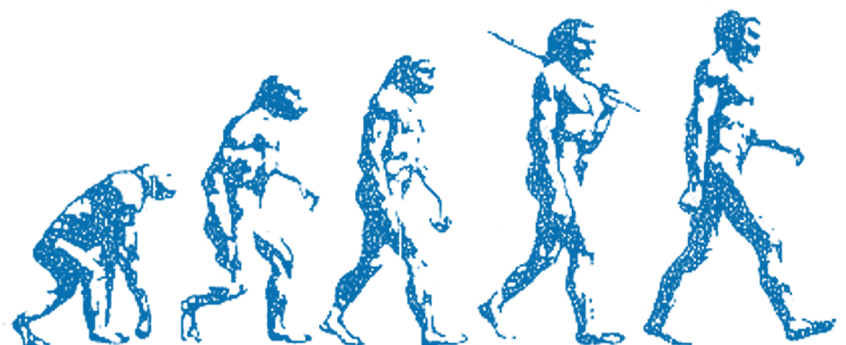


Web Design Terms and Conditions

The following terms and conditions apply to all website design and associated services offered by EQ MEDIA Limited. By ordering services from EQ MEDIA Limited you are agreeing to the following terms and conditions.

Ethical Issues

We reserve the right to refuse to provide services for a website or associated services which does not accord with our ethical policy or that we judge to be unfit due to content or otherwise. This includes, but is not limited by, websites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to United Kingdom, or other relevant national or local laws or regulations.





Contract Commencement

The Contract between EQ MEDIA Limited and the client shall consist of the Proposal with Quotation, Specifications and these Terms and Conditions.

It may not be necessary to have a signature for the Contract to commence, verbal communication, email communication or other exchange making it clear that the work specified is required to be carried out shall constitute Commencement of the Contract and a contractual agreement between the client and EQ MEDIA Limited shall exist based on the Proposal, Quotation with Specifications and these Terms and Conditions.

EQ MEDIA Limited cannot always guarantee to start work immediately on a commission but will arrange a date with the client as to when work can commence. An anticipated finishing date will be agreed and EQ MEDIA Limited will do its best to adhere to that but cannot guarantee to do so in the light of circumstances outside its control.

Where in the instance that a time scale has been agreed, EQ MEDIA Limited will not be responsible for any consequential losses to the client if the deadline is not met.

Design Standards

EQ MEDIA Limited makes every effort to design pages to current web standards and thus display well in the most popular current browsers, but cannot accept responsibility for pages which do not display acceptably in new versions of non-web standard browsers.

All websites designed by EQ MEDIA Limited will adhere to [WC3 standards](#) where ever possible.

Development Process

EQ MEDIA Limited will provide a Proposal via email prior to development. When the Proposal and Quotation satisfies the requirements of the Client, EQ MEDIA Limited will invoice the client for 50% of the amount due.

Upon receipt of payment, EQ MEDIA Limited will create the website pages and publish a draft of the website privately on EQ MEDIA's web server. The Client will be asked to comment on progress and when the website meets the specifications set out in the Proposal and Quotation, EQ MEDIA Limited will invoice the client for the balance due.

Upon receipt of payment, EQ MEDIA Limited will publish the website to the client's web space.

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EQ MEDIA Limited uses its best endeavours to ensure the website and other services remain functional at all time. However, EQ MEDIA Limited cannot guarantee or warrant that the functions and content of the website or other services will be uninterrupted or error free. Any problems will be dealt with as speedily as is appropriate to the content and function of the website and may be chargeable at our normal rate.

Once the website and other services meet the terms of the Proposal and Quotation with its Specifications, any modifications to the design will be considered an amendment to the Contract. In the absence of a maintenance agreement the time and costs involved in making such changes will be charged to the client.

In the absence of a maintenance agreement, EQ MEDIA Limited will fix all errors notified to EQ MEDIA Limited in writing within thirty days of the website being put live on the Internet. If errors are reported after more than thirty days the time and costs involved in making such changes will be charged to the client.

Supply of Content by the Client

The client undertakes to inform us prior to commencement of the project if there is a critical requirement to meet specific performance criteria. If, during the development, the client does not supply the content required in order to complete the commission within the anticipated time frame, EQ MEDIA Limited will invoice up to the full amount quoted.

When the content is supplied there may be additional time costs involved due to the overrun of the project which impinges on the ability of EQ MEDIA Limited to service other clients. Full payment is due once the underlying structure and architecture is set up and ready - whether or not the website has been uploaded to a server.

Copyright

All material, both text, images and/or video, supplied by the client and used in the construction of the client's website, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws. The client shall indemnify EQ MEDIA Limited against all and any claims arising from the use of materials of any sort provided by the client or obtained under the direction of the client from third parties such as graphic designers.

The copyright for all material provided by EQ MEDIA Limited, such as HTML code, graphics, photographs and text, will remain the property of EQ MEDIA Limited until such time as payment has been made in full. They will then become the property of the client with copyright shared between the client and EQ MEDIA Limited. This allows either party expeditiously to pursue any copyright infringement. Should the client wish to retain exclusive copyright this shall be arranged but the copyright of EQ MEDIA Limited shall only be assigned if done so expressly and in

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writing to the client.

All technologies, techniques and aspects of the website not directly associated with this particular website implementation will remain with developers or other parties who already own them.

Testimonial, Reference and Links

EQ MEDIA Limited retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

EQ MEDIA Limited retain the right to refer other prospective clients to your website as testimonial or reference material.

EQ MEDIA Limited reserves the right to a reasonable credit on the website with a hyperlink to its own website. This would be on the footer of the web pages.

Search Engine Submission and Results

EQ MEDIA Limited will submit a client's website to the major search engines including Google, Yahoo! and MSN.

Further work based on keyword popularity analysis, search engine optimisation based specifically around your organisation and its 'competition' can be arranged but is not part of the contract unless specifically included in the quotation. Any subsequent amendments to the website as a result of professional analysis may be charged to the client. EQ MEDIA Limited can accept no responsibility or liability if any search engine, online directory or search website chooses not to list a client's website.

Payment

A non-refundable payment of 50% of the total fee is due once the Proposal and Specifications are agreed. Whilst any payment due under the agreement remains outstanding, EQ MEDIA Limited shall be entitled at its sole and absolute discretion to withhold provision of any goods or services it would otherwise be obliged to provide under the agreement.

The balance is due once the underlying structure and architecture is set up and ready - whether or not the website has been uploaded to a server. EQ MEDIA Limited shall not be expected to wait for items that are the client's responsibility before payment is due.

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EQ MEDIA Limited expects payment by cheque, credit card or electronic bank transfer within 14 days of the date on the invoice.

Any payment returned by the bank or credit card company will incur a £10.00 administration charge in addition to any charges made by the bank. This will be invoiced and will be added to the total outstanding debt owed by the customer. In accordance with the Late Payment of Commercial Debts Act 1998 interest will be charged on all payments received outside of payment terms at the rate of eight per cent above the Bank of England Base Rate as applicable on the previous 31 December or 30 June whichever is the most recent.

In case collection proves necessary, the client agrees to pay all fees (including all legal fees and court costs) incurred by that process. If for any reason whatsoever we are unable to provide an agreed product or service in accordance with these terms and conditions our liability shall be limited in its entirety to a proportional refund of any fees paid by you for the service or product.

Website Maintenance

Where EQ MEDIA Limited undertakes to maintain or update a client's website a system of communication will be established that meets the needs of both the client and of EQ MEDIA Limited to carry out the maintenance to a service level agreed.

EQ MEDIA Limited agrees that it shall use its reasonable endeavours to respond to any request received by the Customer for the Maintenance Services within certain designated timescales, EQ MEDIA Limited and the Customer agreeing on the level of urgency of each request made to EQ MEDIA Limited by the Customer under this Agreement. The timescales shall be as follows:

- * for non-urgent requests within 120 hours;
- * for normal requests within 72 hours;
- * for urgent requests within 48 hours;
- * for critical requests within 24 hours.

Payment for maintenance is usually by monthly or yearly fees to be paid in advance and is reviewed and renewable annually.

Unused time cannot be carried over to the next month or year but may count towards a discount for the following years maintenance.

Maintenance Cancellation and outstanding hours

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Where the client cancels a maintenance contract and has outstanding hours at the end of any term no refund will be given towards any unused time left in the maintenance time period.

Where EQ MEDIA Limited cancels a maintenance contract other than for a reason set out in Cancellation and Termination below, a refund of the fees appropriate to that part of the quarter remaining will be made. In instances where the client does not come to a website management agreement it is the sole responsibility of the client to manage the site.

EQ MEDIA Limited will no longer be responsible for the website upon completion unless an alternative agreement has been reached.

Unforeseen and Additional Costs and Expenses

The transfer of domain names to another server can sometimes become a complex and timeconsuming matter. All administrative fees to third parties and the time taken to organise the transfer will be charged to the client irrespective of any quoted amount set out in the quotation with its specifications.

Additional costs incurred in the provision of: stock photography; electronic commerce software; online transaction processing solutions; domain name registration; web space; Internet connection provided by third parties are non refundable.

Additional features to websites, including extra database services, specific hosting requirements, animations that are not included in the quotation are subject to surcharge. In the event a feature is required which has not been included in the quotation EQ MEDIA Limited will give notice prior to implementation and seek acceptance of the surcharge. The cost will be added to the final invoice unless the amount exceeds £500 in which case an interim half will be invoiced before implementation and the remainder will be added to the final invoice.

Domain Name Research and Registration

Where the client requests EQ MEDIA Limited to research and register a domain name, the domain name will always be the property and in the control of the client. If, for whatever reason, this is not available then the client will be informed of the fact. All fees and costs incurred will be payable by the client.

Website Hosting Services

EQ MEDIA Limited offers hosting and if required will issue an additional set of Terms and Conditions.

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Data Protection

Where the operation of the website or other services provided by EQ MEDIA Limited involves the collection and administration of personal data the client is deemed to be the Data Controller and as such is responsible for notification under the terms of the [Data Protection Acts](#) and related regulations.

EQ MEDIA Limited can arrange the required notification and the current fee for Notification and time and other costs will be payable by the client.

The client shall indemnify EQ MEDIA Limited against any actions, costs and liabilities arising from the use in good faith by EQ MEDIA Limited of personal data provided by the client or through the client's website.

Where your website involves e-commerce functionality, the client must ensure that suitable arrangements are in place to maximise security levels with regard to financial and personal information relating to the users of the website and other services. This may necessitate the use of secure electronic protocols, authentication certificates, encryption et cetera and may require the provision of secure server facilities and/or the use of a credit card clearing service.

Where a service is provided relating to e-commerce whereby visitors to the client's website can order goods or services through the website - whether through direct or indirect payment the client undertakes to ensure that all transactions are carried out legally and fairly, that the security of personal information and of financial information is maintained and that the collection and control of that data meets the requirements of the Data Protection Acts and regulations.

The client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the website or any other services contemplated, and will hold harmless, protect, and defend EQ MEDIA Limited and its sub-contractors from any claim, suit, penalty, tax, fine, or tariff arising from the website or other services provided.

Sub-Contracting

If necessary EQ MEDIA Limited reserves the right, and the client hereby agrees, to allow the use of sub-contractors or agents to work on any aspect of the website or other services.

Consequential Losses

If for any reason whatsoever EQ MEDIA Limited is unable to provide an agreed product or service in accordance with these terms and conditions our liability shall be limited in its entirety to a proportional refund of any fees paid by

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you for the service or product.

The entire risk as to the quality and performance of the website or other services is with the client. In no event will EQ MEDIA Limited be liable to the client or any third party for any damages, including, but not limited to, service interruptions caused by acts of god, the hosting service or any other circumstances beyond the control of EQ MEDIA Limited, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate the website or other services, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or your website visitors' computer or Internet software, even if EQ MEDIA Limited has been advised of the possibility of such damages.

Quotations

Quotations are valid for thirty days from the date on the tender or quotation. All prices quoted may be subject to change after this period.

Advice and Consultancy

Any advice given in respect of software, hardware, programming, design, purchasing, hosting, training, upgrading, installing or any other advice, suggestion, recommendation or otherwise of any product or service provided by us or by a third party, whether introduced by us directly or indirectly is accepted by you as an opinion and as such you agree that prior to acting on any of the aforementioned that you will first obtain professional advice. You further agree to indemnify us of all liability with regard to any decision or action performed by you that may or may not be a direct or indirect result of any contact or dealing with us.

Our consultancy service and general advice is, by its nature, subjective. It is up to you whether you decide to follow our ideas and suggestions. It is not possible and we do not guarantee that any of those ideas and suggestions will increase traffic to your site, improve your ratings with search engines or boost sales.

Right to Assign

This Agreement is personal to you and you may not assign it without our prior express written consent. Should you transfer ownership of the website as part of a transfer of ownership of a business then the new owners will need to come to a new agreement with EQ MEDIA Limited.

Communication and Site Visits

EQ MEDIA Limited's preferred method of communication is by email. Invoices will be sent by email and traditional

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post, and shall form a legal document.

Extensive site visits should not be necessary and the majority of design approval will be undertaken using the Internet, electronic files or other means. Site Visits requested by the client beyond that which EQ MEDIA Limited considers reasonable will be charged at our Standard hourly rate at the time (including travelling time) plus reasonable travel expenses not less than the actual costs incurred.

The design process will be undertaken by telephone, email, PDF and sample Web design publication on EQ MEDIA Limited's website, or other method as appropriate to the client's particular circumstances.

Cancellation and Termination

EQ MEDIA Limited may, by written notice, terminate the Agreement between us immediately upon the happening of any of the following events:

You fail to pay any invoice which has become due;

You commit a material breach of any of the terms of the Agreement between us;

You enter into or propose a voluntary arrangement or composition with your creditors or reconstruction of your debts or your directors make a declaration of solvency for the purpose of a members' voluntary winding up,

* or if notice is given of a creditors' meeting in connection with a creditors' winding up,

* or if a special resolution is passed that you be wound up by the court, or if an administrative or other receiver is appointed,

* or if the court makes an administration order or order that you be wound up by the court, or if you cease to carry on business

* or are unable to pay your debts within the meaning of the [Insolvency Act 1986 Section 123](#).

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Should EQ MEDIA Limited decide to terminate the agreement between us immediately upon the occurrence of one of the above circumstances, we reserve the right to exercise any other rights which we may have against you.

We reserve the right to remove from the Internet any website or other service which we display on your behalf upon the occurrence of one of the above circumstances. Should we terminate the Agreement upon the occurrence of one of the above circumstances, we will not refund to you any monies paid by you to us.

If at any point during the development a client wishes to cancel, they may do so but will be invoiced up to the full amount quoted based on the degree to which the work has been completed and on the extent to which time has been allocated to the project that cannot be effectively used to generate revenue that would be otherwise lost.

If a maintenance agreement is terminated for any of the reasons mentioned above a fee equivalent to one months charges will be payable.

In the event that EQ MEDIA Limited terminates a maintenance contract for any other reason, a refund equivalent to the unused portion of the current payment period will be the maximum liability.

Waiver and Interpretation

Should EQ MEDIA Limited waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit EQ MEDIA Limited to waive the same clause on any other occasion.

These terms and conditions shall prevail over all terms and conditions of your customary practice or any previous course of dealing between us and you. Any variation to these terms and conditions shall be inapplicable unless agreed between ourselves before we commence any work on your behalf. Work, services or products are only supplied in strict accordance with these terms and conditions.

The provision of work, services or products by us is only undertaken on the understanding that you have read and accept these terms and conditions in full.

By agreeing to these terms and conditions your statutory rights are not affected.

This contract shall be subject to English Law. In the event that EQ MEDIA Limited is not entitled to rely on a term or terms in this contract, then EQ MEDIA Limited may also be allowed to cancel all rights and obligations under this contract, or to hold all other clauses as valid entirely at their sole discretion.

No terms or conditions endorsed upon, delivered with or contained in the client's purchase order, confirmation of

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order, specification or other document will form part of the contract simply as a result of such document being referred to in the contract.

The client must ensure that the terms of its order and any applicable specification are complete and accurate.

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