

**START DATE AND TERM**

This Agreement will start on the date the Customer signs this Agreement and the provision of the Services will commence on the Commencement Date. This Agreement will run for a minimum period of the Initial Period and thereafter until the Customer or Supplier gives notice to terminate this Agreement. This does not prevent either party from exercising their rights to suspend or terminate the Services.

**COPYRIGHT - Copyright, Designs and Patents Act 1988**

Design House Northwest Limited owns copyright on all design work undertaken and copyright will belong to Design House Northwest Limited, unless it has provided the customer with a written letter of authorisation of ownership and the customer has paid an agreed copyright usage or ownership fee for the work.

**SERVICES**

DHNW Ltd will provide the Customer with the Services during the Service Hours. The Services Schedule may be reasonably amended from time to time.

**PAYMENTS**

The Customer shall pay the Charges plus VAT for the Services. The Charges shall be billed according to the Payment Schedule and are due for payment within 30 days of the invoice date. If payment is not made when due the Supplier may charge interest at the rate of 2% above the base rate of Lloyds TSB on any amount the Customer fails to pay from the date when payment was due until the date of actual payment.

**DELIVERY AND PAYMENT**

- (a) Delivery of any work only and or, printed work shall be accepted when tendered, the ownership shall pass and payment shall become due.
- (b) Unless otherwise specified the price quoted is for delivery of the work to the customer's address as set out in the estimate. A charge may be made to cover any extra costs involved for delivery to a different address.
- (c) Should expedited delivery be agreed there may be an extra charge to cover additional costs involved.
- (d) Should work be suspended or delayed at the request of the customer for a period of 6 weeks DHNW Ltd shall be entitled to payment for work already carried out, materials specially ordered and any other additional costs.

**CLAIMS**

Any complaints must be made within ten days of receipt of goods.

**TERMINATION**

Either party may suspend the services or terminate this Agreement (or both) by giving 5 days written notice to the other party in the event that:

Either party is in breach of this Agreement and fails to remedy such breach (if capable of remedy) within 10 working days after being required in writing to do so,

The other party goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver appointed.

The Supplier may suspend or terminate this Agreement by giving 10 days written notice to the Customer in the event that the Customer fails to pay any outstanding invoice.

Either party may terminate this Agreement by giving the other party a minimum of 3 months written notice of termination at any time provided that such notice shall be effective on or after the expiry of the Initial Term.

**INSOLVENCY**

If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts and/or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against them, DHNW Ltd without prejudice to other remedies shall:

- (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him, and
- (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in their possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such prices as they think fit and to apply the proceeds towards such debts.
- iii) all goods delivered in good faith remain the property of DHNW Ltd until payment is received in full.

**FORCE MAJEURE**

DHNW Ltd shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, breakdown of machinery, lock out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to produce materials for the performance of the contract. During the continuance of such a contingency the customer may by written notice to DHNW Ltd to terminate the contract and pay for work done and materials used or specially ordered for the job, but subject thereto shall otherwise accept delivery when available.

**PRELIMINARY WORK**

All work carried out, whether experimentally or otherwise, at customer's request shall be charged.

**FINAL PROOFS - SIGN OFF**

Laser proofs or cromolins of all work along with an artwork completion & approval form, will be submitted for customer's approval and DHNW Ltd shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra.

**COSTS**

Estimates are based on the current costs of production and unless otherwise agreed are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

**VARIATION IN PRINT QUANTITIES**

Every endeavour will be made to deliver the correct quantity, but estimates are conditional upon margins of 5 per cent for work in one colour only and 10 per cent for other work being allowed for overs or shortages (4 per cent and 8 per cent respectively for quantities exceeding 50,000) the same to be charged or deducted.

**LIABILITY**

DHNW Ltd shall not be liable for any loss to the customer arising from delay in transit not caused by DHNW Ltd.

**STANDING MATERIALS**

(a) Metal, film, glass and other materials owned by the printer and used by him in production of type, plates, moulds, stereotypes, electrotypes, film setting, negatives positives and the like shall remain the printers exclusive property. Such items when supplied by the customer shall remain the customer's property.

**CUSTOMER'S PROPERTY**

(a) Customer's property and all property supplied to DHNW Ltd by or on behalf of the customer shall while it is in the possession of DHNW Ltd or in transit to and from the customer be deemed to be at customer's risk unless otherwise agreed and the customer shall insure accordingly.

**MATERIALS SUPPLIED BY THE CUSTOMER**

- (a) DHNW Ltd may reject any paper, plates or other materials supplied or specified by the customer, which appear to them to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged.
- (b) Where materials are so supplied or specified, DHNW Ltd will take every care to secure the best results but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.
- (c) Quantities of materials supplied shall be adequate to cover normal spoilage.

**ILLEGAL MATTER**

- (a) DHNW Ltd shall not be required to produce, archive or print any matter which in their opinion is, or may be, of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.
- (b) DHNW Ltd shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

**LAW**

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.

## **CONTRACT**

The client's approval for work to commence shall be deemed a contractual agreement between the client and DHNW. Approval for the work to commence must be given by written consent in letter/email/fax or payment of an advanced fee indicates that the client accepts the terms and conditions outlined in this document.

## **COPYRIGHT - Copyright, Designs and Patents Act 1988**

Design House Northwest Limited owns copyright on all design work undertaken and copyright will belong to Design House Northwest Limited, unless it has provided the customer with a written letter of authorisation of ownership and the customer has paid an agreed copyright usage fee for the work.

## **SERVICES**

DHNW Ltd will provide the Customer with the Services during the Service Hours. The Services Schedule may be reasonably amended from time to time.

## **DHNW INTELLECTUAL COPYRIGHT**

DHNW will hold intellectual copyright of any material, including any source code and original images created for the client until payment of the final invoice. At this time we will transfer this intellectual copyright to the client.

## **CLIENTS RESPONSIBILITIES TO COPYRIGHT**

In situations where the client provides images, text, animations or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright. Certain images provided by Design House Northwest in the construction of the website may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a single website and may not be used in publicity material. The website owner is legally responsible for ensuring that this does not happen. If you wish to use any images from the site for other purposes please contact us for clarification.

## **DOMAIN AND HOSTING CHARGES**

All third party costs arising from the registration of a domain names or hosting shall be met by the Client.

## **SEARCH ENGINES**

DHNW are not responsible for the client's on-going web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimise your site for this we are unable to make any guarantees about the success of any search engine promotion activity.

## **CANCELLATIONS**

Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.

## **WEBSITE CONTENT**

We are a small business. To remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject other work and enquiries to ensure that your work is completed at the time arranged. This is why we ask that you provide all the required information in advance. If you agree to provide us with the required information and subsequently fail to do within four weeks of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. Do not give us the go ahead to start until you are ready to do so. Text content should be delivered as a Microsoft Word or on email with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

## **ILLEGAL MATTER**

(a) DHNW Ltd shall not be required to produce, archive or print any matter which in their opinion is, or may be, of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party. (b) DHNW Ltd shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

## **DESIGN**

Design is the process of producing website concepts for clients. Concepts can include site mock ups, graphics and design proposals. For higher cost websites this will be included but for low cost sites (below £1000) please

bear in mind that unless previously agreed, only one concept is possible. You should therefore ensure that you let us have your preferred colour scheme and design requirements beforehand.

## **QUOTATIONS**

The price quoted to the client is for the work agreed on the quotation only. Should the client decide that changes are required after work on the website commences, then we will accept these changes with the provision that additional charges may have to be negotiated.

## **PAYMENTS**

The Customer shall pay the Charges plus VAT for the Services. The Charges shall be billed according to the Payment Schedule and are due for payment within 28 days of the invoice date. Larger sites maybe invoiced in stages, if required, this will be agreed with the client prior to commencement of the website work. Credit card payments can also be accepted via our Paypal electronic invoice system. (Full payment is required in advance if paying by credit card). Payment of any balance will be due within 28 days of final invoice date. Full publication of the Web Pages may take place only after full payment has been received. Any material previously published may be removed if payment is not received. Late Payment Accounts that have not been settled within 7 days of our final reminder will incur a late payment charge of 10% of the amount outstanding. You will also be charged statutory interest of 8% above the reference rate (fixed for the six month period within which date the invoices became overdue) pursuant to the late payment legislation.

## **WEBSITE COMPLETION - PUBLISHED FILES**

On completion of the final website, the published files will be ready to be uploaded to the live hosting area. A final copy of the siteroot folder can also be provided to the client upon request as backup.

## **FUTURE SUPPORT**

The website is provided to and accepted by the client as a fully functioning, completed work. DHNW is not responsible for future support. This support can normally be provided upon request and for an agreed fee. No guarantee of future support is given unless an ongoing support package is negotiated.

## **FUTURE SITE PROBLEMS**

Unfortunately malicious software, spyware, viruses and website hacking are facts of life on today's Internet. It is highly unlikely that these will affect your website, and DHNW will endeavour to protect it from this as much as we can during its creation. We cannot be held responsible for problems that develop on completed sites as a result of illegal activity.

## **COMPLIANCE WITH REGULATIONS REQUIRED FOR THE WEBSITE SERVICES, SALES, PRODUCT OR BUSINESS TYPE**

We design websites in accordance with the client's specifications. It is the client's responsibility to ensure that the website and its content comply with standing regulations. We cannot accept responsibility for any failure to comply with regulations related to accessibility, selling online or those related to a specific business or trade. We can research this on the client's behalf upon request, but in any business where complex compliance issues exist we recommend that the client takes legal advice from their company lawyer, eg. Compliance with Ecommerce, Accessibility or Other Regulations.

## **INSOLVENCY**

If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts and/or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against them, DHNW Ltd without prejudice to other remedies shall: (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him, and (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in their possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such prices as they think fit and to apply the proceeds towards such debts. (iii) all goods delivered in good faith remain the property of DHNW Ltd until payment is received in full.

Should DHNW waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit DHNW to waive the same clause on any other occasion. By agreeing to these terms and conditions your statutory rights are not affected. DHNW reserves the right to change or modify any of these terms or conditions at any time.