

ADVERSET MEDIA SOLUTIONS LIMITED TERMS AND CONDITIONS OF CONTRACT (WEBSITE DESIGN & DEVELOPMENT AND NEW MEDIA)

This set of standard conditions does not apply in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so.

In these conditions, 'electronic file' means any text, illustration or other matter supplied to Adverset in digitised form on disk, through a modem, by ISDN, FTP or any other communication link.

1. **Price variation.** Proposals are based on current costs of production and, unless otherwise agreed, are subject to negotiated amendment on or at any time after acceptance to meet any rise or fall in such costs.
2. **Tax.** Adverset reserve the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice. VAT will be charged at current rate where applicable, details available at www.adverset.co.uk/vat
3. **Design & artwork** prices quoted assume all copy and pictures supplied. Customer amendments exceeding the quoted price, or hard proofs, copywriting, sourcing of additional images, supplying files on CD, are all subject to a charge. (Note: PDF proofs are FOC).
Please visit: www.adverset.co.uk/studio-prices or contact the sales team for a full price list of these items.
4. **Preliminary work.** All work carried out, whether experimentally or otherwise, at customer's request shall be chargeable.
5. **Copy.** A charge may be made to cover any additional work involved where copy supplied is not clear and legible, or indeed should copy need to be rewritten
6. **Electronic files.**
 - (a) It is the customer's responsibility to maintain a copy of any original electronic file.
 - (b) Adverset shall not be responsible for checking the accuracy of supplied input from an electronic file unless otherwise agreed.
 - (c) Without prejudice to clause 15, if an electronic file is not suitable for web publishing after standard optimisation procedures requiring corrective action, Adverset may make a charge for any resulting additional cost incurred.
7. **Proofs.** Visuals and/or initial XHTML documents of all work may be submitted for customer's approval and Adverset shall incur no liability for any errors not corrected by the customer in items so submitted. Customer's alterations and additional visuals necessitated thereby shall be charged as an extra. When style, navigation, typography or layout is left to Adverset's judgement, changes requested by the customer shall be charged extra.
8. **Colour visuals.** Due to differences in transmissive light displayed on various computer monitors and other conditions between localised visuals and finished uploaded files, a reasonable variation in colour between visual stage and the completed site will be deemed acceptable unless otherwise agreed.
9. **Variations in web page quantity.** Every endeavour will be made to deliver a similar web page quantity as per proposal, however this figure may change during the development stage in order to fulfil client requirements and ease of navigation. Should excessive extra pages or new areas of the site be required during development, these will be chargeable.
10. **Site delivery, publication and payment.**
 - (a) Delivery and publication of finished site shall be accepted as finalisation of the work undertaken, or if earlier on notification the work has been completed, payment shall become due 30 days from the date of invoice, unless extended terms have been agreed in writing. Adverset reserve the right to remove and unpublish the site should the relevant terms not be met.
 - (b) Unless otherwise specified the price is for upload of the site to one single hosted area. A charge will be made to cover any extra costs involved in uploading to more than one domain.
 - (c) Should expedited completion be agreed, an extra may be charged to cover any overtime or any other additional costs involved.
 - (d) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 calendar days Adverset shall then be entitled to payment for work already carried out, hosting specially ordered and other additional costs including file storage and search engine optimisation.
Adverset Media Solutions Limited shall be entitled to charge interest on any outstanding amounts at 5%, calculated on a daily basis, both before and after judgement, until payment is made in full.
11. **Ownership and risk.**
 - (a) The risk in all digital files delivered directly to the customer's address and/or e-mail, ISDN or FTP address in connection with the work shall pass to the customer once delivered.
 - (b) Files published by Adverset remain the property of Adverset until the customer has paid for them and discharged all other debts owing to Adverset.

- (c) All source code generated by Adverset remains the property of Adverset and is under license.
- (d) If the customer becomes insolvent (as set out in clause 16) and the work has not been paid for in full, Adverset reserve the right to remove and unpublish the site from it's domain and remove all hosting and optimisation services.
- (e) If the customer shall sell on the work before Adverset have been paid for in full, the customer shall hold the proceeds of sale on trust for Adverset in a separate account until any sum owing to Adverset has been discharged from such proceeds.

12. **Claims.** Advice of damaged files, broken links, loss of layout, delay or ineffectual upload must be given in writing/e-mail to Adverset within three clear days of website publication and any claim in respect thereof of potential website downtime must be made in writing to Adverset within seven clear days of publication. All other claims must be made in writing to Adverset within 28 days of publication. Adverset shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.
13. **Liability.**
 - (a) Adverset shall not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to the customer arising from delay in upload and completion, whether as a result of Adverset's negligence or otherwise.
 - (b) Insofar as is permitted by law where work is defective for any reason, including negligence, Adverset's liability (if any) shall be limited to rectifying such defect. Where Adverset performs its obligations to rectify defective work under this condition the customer shall not be entitled to any further claim in respect of the work done nor shall the customer be entitled to treat upload and publication thereof as a ground for repudiating the contract, failing to pay for the work or cancelling further work, upload and publication
 - (c) Nothing in these conditions shall exclude Adverset's liability for death or personal injury as a result of its negligence.
14. **Standing material.**
 - (a) Photographs, graphics & logos owned by Adverset and used by the company in the production of artwork and the like shall remain Adverset's exclusive property. Such items when supplied by the customer shall remain the customer's property.
 - (b) Whilst back-ups for all website files will be undertaken at Adverset, no guarantees or liability exist should the data be lost or misplaced, unless the client specifically requests that the files be safeguarded for a period. Should the client require their own back-up, Adverset will supply this which will be chargeable. Responsibility for the files subsequently lies with the client.
 - (c) Adverset shall not be required to download any digital data from his equipment or supply the same to the customer on disk, tape or by any communication link unless written arrangements are made to the contrary, for which there will be a small charge.
15. **Customer's property.**
 - (a) Customer's property and all property supplied to Adverset by or on behalf of the customer shall while it is in the possession of Adverset or in transit to or from the customer physically or digitally be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly.
 - (b) Adverset shall be entitled to make a reasonable charge for the storage of any customer's digital files left with Adverset before receipt of the order or after notification to the customer of completion of the work.
16. **Materials supplied by the customer.**
 - (a) Adverset may reject any digital files or printed copy supplied or specified by the customer which appear to him to be unsuitable. Additional cost incurred if the aforementioned are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by Adverset in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.
 - (b) Where files are so supplied or specified, Adverset 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 digital files so supplied or specified.
17. **Insolvency.** Without prejudice to other remedies, if the customer becomes insolvent (namely, being a company is deemed to be unable to pay its debts or has a winding up petition issued against it or has a receiver, administrator or administrative receiver appointed to it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him) Adverset shall 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 services or materials purchased for the customer, such charge to be an immediate debt due to him. Any unpaid invoices shall become immediately due for payment.
18. **General Lien.** Without prejudice to other remedies, in respect of all unpaid debts due from the customer Adverset shall have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of or terminate such goods, services or digital property as agent for the customer in such manner and at such price as he thinks fit and to apply the proceeds towards such debts, and shall when accounting to the customer for any balance remaining be discharged from all liability in respect of such goods or digital property.

19. **Illegal matter.**
- (a) Adverset shall not be required to publish any matter which in his 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) Adverset 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 published data and/or graphics for the customer. The indemnity shall include (without limitation) any amounts paid on a lawyer's advice in settlement of any claim that any matter is libellous or such an infringement.
 - (c) Orders are accepted on condition that the wording complies with current legislation and confirms to the provisions of the British code of Advertising Practice.
 - (d) Regarding copyright, any web page; design or entire site designed by Adverset carries a copyright, and cannot be reproduced without written consent. The placing of an order by the client or other person/Agency on behalf of the client constitutes a guarantee that all necessary authority and permissions have been obtained in respect of the artwork, design and photographs, for use for website material. The customer must indemnify Adverset in respect of all actions; proceedings; costs demands and claims arising from any such breach.
20. **Periodical publications.** A contract for the publication and upload of periodical documents/features may not be terminated by either party unless 13 weeks notice in writing is given in the case of items published monthly or more frequently or 26 weeks notice in writing is given in the case of other items. Notice may be given at any time but wherever possible should be given after completion of work on any one publication. Nevertheless Adverset may terminate any such contract forthwith should any sum due thereunder remain unpaid.
21. **Force majeure.** Adverset shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his reasonable control including (without limiting the foregoing): Act of God; legislation; war; fire; flood; drought; inadequacy or unsuitability of any instructions, electronic file or other data or materials supplied by the customer; failure of power supply; lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute; or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to Adverset elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
22. **Acceptance of Conditions.** The placing of an order will confirm acceptance of the aforementioned conditions. Conditions stipulated on our Order Form shall be regarded as void, if they are in conflict with our conditions.
23. **Law.** These conditions and all other express and implied terms of the contract shall be governed and construed in accordance with the laws of England.