

Artlines & Artlines Media Ltd Terms and Conditions 2004

Any term sought to be imposed by a client either in a document or otherwise that conflicts with or adds to these conditions is not accepted. No agent or representative of the client has authority to vary these conditions unless accepted in writing by a Director of Artlines Media Ltd or Artlines, hereinafter referred to as a Director.

CHARGES

The following charges apply whether requested verbally or in writing:

Any work carried out on behalf of the client by personnel of Artlines or Artlines Media Ltd will be charged at the standard rate at the time the work is undertaken unless agreed otherwise, in writing, by a Director. Amongst others, this includes onsite visits, writing specifications and general advice/consultancy both verbal and written.

Once an agreement is entered into by a new client, 20% of the agreed price is payable at the start of the project, with the final 80% payable on 14 days from delivery of the finished product. Artlines or Artlines Media Ltd may vary this payment structure subject to prior notification.

Existing clients will be required to pay on strictly 28 days from date of completion of the project. Where projects totals exceed £2500 a payment structure will be agreed and adhered to.

Lead times and project start and completion dates, will only be valid from receipt of all relevant material from the client. If delays in design occur due to incomplete information from the client a part invoice can be issued to cover time and work to date.

All projects charges will be subject to VAT at the current rate.

PAYMENT

All invoices are due for payment within 28 days from the date shown on the invoice unless otherwise specified. Payment is to be made in sterling unless agreed otherwise in writing by a Director. The company reserves the right to implement charges (including interest charges) on accounts outstanding beyond the due date. The rate of interest charged shall be 2.5% per month, or part thereof from the due date until the date payment is received.

If you are exempt from any charges e.g VAT due to Charitable or National status this must be declared prior to project completion. Invoices will be addressed to the agreed party, the named party shall remain liable for all charges.

BEST ENDEAVOURS CLAUSE

Artlines or Artlines Media Ltd will use their best endeavours to secure delivery of the services on the estimated date, but they do not guarantee time of service delivery, nor shall they be responsible for any damage or claims of any kind in respect of delay in delivery.

OWNERSHIP (Website development only)

The client understands that all files, web pages, graphics and programming work, except those provided by themselves, are the property of Artlines or Artlines Media Ltd until any and all fees are paid in full at which time the client retains ownership, with the exception of

purchased copyright materials. In the case of any programming (scripting) work, which includes shopping carts, banner rotation programs, database programs and the like, the client understands that they do not have any rights to duplicate, resell or give away any programs created by Artlines or Artlines Media Ltd. Programs created by Artlines or Artlines Media Ltd may be used on other websites unless purchased by the client outright.

HOSTING CONTRACTS

Domain Name and website Hosting contracts are charged out by Artlines or Artlines Media Ltd on a per annum basis. Should a client wish to transfer hosting of either a domain name or website to an alternative ISP at any time, Artlines or Artlines Media Ltd are happy to do so subject to the account being fully paid up to the date of the transfer request, and a formal transfer request being lodged by an authorised client contact. Please note that Artlines or Artlines Media Ltd automatically renew all domain names as they expire, so should a client not wish to renew a domain name, and avoid a new annual hosting charge, then they must alert Artlines or Artlines Media Ltd to this fact before the expiry of the existing contract. The same also applies to website hosting.

SAMPLES

To maintain our portfolio credentials, and the integrity of any applicable copyrights, Artlines or Artlines Media Ltd maintains the right to place a small logo on the client's website which will link back to Artlines or Artlines Media Ltd website. Artlines or Artlines Media Ltd also maintains the right to reproduce the client's website in our portfolio and in any marketing materials.

PROOFREADING

Artlines or Artlines Media Ltd responsibility for typographical, pricing, or other errors shall be strictly limited to correcting such errors if they are pointed out to us during timely proofreading and site testing. It is the client's responsibility to proofread all work and to ensure that it is

- (a) satisfactory
- (b) correct as to size, content etc
- (c) suitable for intended use
- (d) within proper copyright and other restrictions before the website is opened to the public

STANDING MATERIAL

Materials owned by Artlines or Artlines Media Ltd. and used by them in the production of their work shall remain our exclusive property. Such items when supplied by the customer shall remain the customer's property.

CUSTOMERS PROPERTY AND PROPERTY SUPPLIED

Every care will be taken to secure the best results where material or equipment are supplied to Artlines or Artlines Media Ltd by the customers, but responsibility will not be accepted for imperfect work caused by defects in, or unsuitability of, such materials or equipment.

If any part of these terms and conditions shall be found to be unlawful it shall not affect the validity or enforceability of the remainder of the conditions

This contract shall be deemed to have been made in England and shall in all respects be governed by English law.

In respect of consumer sales only, statutory rights are unaffected by these terms and conditions.