

OpenPlaces Ltd Website & Print Design Terms & Conditions

1. Definitions:

- 1.1. **Client:** the company or individual requesting the services of OpenPlaces.
- 1.2. **OpenPlaces:** primary designer, employees or affiliates of OpenPlaces Ltd, a company registered in England & Wales (No. 5914914). Registered address: 17 Old School Close, Ash, Aldershot, Hampshire, GU12 5HF

2. Acceptance

- 2.1. By contracting OpenPlaces for website design and/or print design services acknowledges that you have read this Agreement, understand it, and agree to be bound by its terms and conditions, and you further agree that this Agreement is the complete and exclusive statement of agreement between the parties and that it supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement
- 2.2. OpenPlaces will carry out work only where an agreement is provided either by email, telephone, mail or fax. A binding contract is deemed to exist between OpenPlaces and the Client following a written or verbal agreement to perform work; this includes telephone and email agreements.
- 2.3. OpenPlaces will carry out work only for Clients who are 18 years of age or above.

3. Copyright

- 3.1. The website, comprising graphics and intrinsic code, remain the property of, and remain copyrighted to, OpenPlaces until payment for the website is paid in full. After which time notification will be provided of the transfer in copyright ownership from OpenPlaces to the Client.
- 3.2. Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by OpenPlaces remain the copyright of OpenPlaces and may only be commercially reproduced or resold with the permission of OpenPlaces.
- 3.3. OpenPlaces cannot take responsibility for any copyright infringements caused by materials submitted by the Client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.
- 3.4. The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material supplied by Client. The Client shall unconditionally guarantee that any elements of text, graphics, photos, designs, trademarks, or other artwork provided for inclusion in web pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements. The Client shall defend OpenPlaces from any claim or suit arising from the use of such elements provided by the Client.

4. Content

- 4.1. Clients shall take absolute responsibility for the submission and the integrity of provided website content. OpenPlaces shall accept no responsibility for the proofreading, spelling and grammatical correction of content supplied by the Client.
- 4.2. The Client agrees to make available to OpenPlaces, in a timely manner, all materials required to complete the site to the agreed standard and within a defined period (if agreed).

- 4.3. No work incorporating adult themes or adult/pornographic content will be undertaken by OpenPlaces.
- 4.4. On request by the Client, OpenPlaces shall supply the Client with the original artwork created for the website in its original format following completion. Any subsequent alterations to the artwork will be undertaken at a pro-rata hourly cost to the Client.
- 4.5. For print design work, OpenPlaces shall supply the Client with a digital Adobe PDF proof of the design that it shall endeavour to be as close as possible to the printed product. However, due to variations in the printing process, OpenPlaces can accept no responsibility for incorrect colour or graphics reproduction. Hard copy proofs shall only be supplied upon request and at additional cost to the Client. The Client shall hold full responsibility for ensuring the correctness of the proof, including graphics and text, prior to printing. OpenPlaces shall not be liable for any errors in the design once approved for printing by the Client.

5. No liability for consequential damages

- 5.1. OpenPlaces will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.
- 5.2. OpenPlaces will not be liable or become involved in any disputes between the site owner and their Clients and cannot be held responsible for any wrongdoing on the part of a site owner, for example, any disputes regarding content/images that have been provided to us for inclusion on the site.
- 5.3. OpenPlaces will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the Client or any of the Clients appointed agents.
- 5.4. OpenPlaces will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site or software or any material provided by its agents.
- 5.5. OpenPlaces role in commissioned work is limited to the design of a website to the Clients specification, publishing of the completed site upon the nominated domain and as a courtesy, provision of complementary hosting for a period of one year following site completion. OpenPlaces makes no claims and holds no responsibility for the website with regard to its suitability for any specific purpose or its interaction with third party websites, including, but not excepted to the appearance and ranked position of the site on search engines such as Google or Yahoo.
- 5.6. Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, OpenPlaces cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

6. Force Majeure

- 6.1. Neither party shall be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control (an "event of force majeure"), provided the same arises without the fault or negligence of such party and the affected party notifies the other party within three (3) working days of becoming aware of the same of such event of force majeure and the manner and extent to which its obligations are likely to be prevented or delayed, and provided also that the occurrence of any such event of force majeure shall not have the effect of discharging or postponing the affected party's payment obligations hereunder.

7. Compatibility

- 7.1. OpenPlaces will endeavour to ensure that any developed/designed site or application will function correctly on the hosting server it is initially installed upon and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 7 and to an acceptable level with Mozilla (Firefox) browsers. Due to the diversity and variability of standards enforcement in

web browser software OpenPlaces can offer no guarantees of correct function with all browser software.

8. Website Domains & Hosting

- 8.1. OpenPlaces undertakes, at its discretion and as a courtesy, to provide initial hosting and domain name registration for its Clients for a period of one calendar year only following website completion at no additional cost.
- 8.2. Clients are free, at any time, to transfer to a hosting provider of their own choice. In this event, OpenPlaces liability is limited to the provision of a full copy of the site to the Client upon request. The Client shall then assume all responsibility for all further activities, including the website hosting upload and configuration, and OpenPlaces shall hold no further liability or responsibility in the sites availability.
- 8.3. Following the one year period, Clients are liable for the renewal costs of the i) hosting and ii) domains on an annual basis with payment due on, or before, the day and month of the website completion in each subsequent year. Costs are variable and liable to fluctuations; Clients shall be advised of the fees prior to the renewal dates.
- 8.4. Whilst OpenPlaces takes care to ensure the quality of hosting, no guarantees can be made as to the availability or interruption of this service by OpenPlaces. OpenPlaces cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.
- 8.5. OpenPlaces reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise.

9. Website Completion & Payment of Accounts

- 9.1. Website completion is deemed to occur when a verbal or written agreement, including telephone and email communication, is provided by the Client to the effect that they are content that the website is designed to their satisfaction and is ready for publication on the registered domain(s). An invoice shall then be issued for payment in full.
- 9.2. No website shall be published upon the registered domain(s) until payment is received in full. OpenPlaces shall endeavour to publish the completed site on the domains within five days of full payment receipt unless otherwise specified.
- 9.3. Unless formally agreed with the Client, following website completion no changes to the website design, graphics, layout or coding shall be accepted with the exception of minor text editing limited to a maximum of 50 words per month up to maximum of 150 words in any one year. Changes to text exceeding this amount and/or graphics and/or layouts and/or coding shall be charged at an hourly rate at prices available upon application. OpenPlaces accepts no responsibility to ensure such additions are error free and reserve the right to charge an suitable amount for any correction to these or further additions.
- 9.4. Once work has commenced following an agreement of contract between OpenPlaces and the Client, the Client shall be liable for a pro rata payment due on any work conducted so far even should they decide that they no longer wish to proceed to completion. An invoice shall be raised for the outstanding amount which shall be payable under OpenPlaces standard 30 day terms.
- 9.5. It is the OpenPlaces policy that any outstanding accounts for any work carried out by OpenPlaces or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with OpenPlaces. If accounts are not settled and OpenPlaces have not been contacted regarding the delay, OpenPlaces reserve the right to remove unpaid content from the Internet which shall include the website and thus any commissioned work. In addition, legal action shall be pursued as detailed in section 10 below.

10. Legal Action

10.1. In the event that payment is not obtained for completed commissioned work, OpenPlaces will pass the case to the Small Claims Court to pursue payment. Non-payment can result in county court judgements (CCJ's) being added to the Clients credit rating. Following consistent non payment of an invoice our Solicitors will contact the Client in question, with a view to taking the matter further and, if need be, to seek payment through legal proceedings including court summons.

11. Complaints Procedure

Informal procedure

Anyone who experiences a problem with their web service provided by OpenPlaces should raise the matter directly via telephone, written or email contact, giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint.

OpenPlaces will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to OpenPlaces, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.