

SENSABLE MEDIA LIMITED

32 Adur Business Centre
Little High Street
Shoreham by Sea
West Sussex
BN43 5HF

<Date>
<Client>

Terms and Conditions

Responsibilities

Sensable Media Ltd agrees to deliver the requested work in a timely manner and will conform to the standards as agreed. Sensable Media Ltd charges for design work based on time, so any changes to the contract document once work has commenced, may result in changes in the fees already stated. In particular cases, where a job / service requires work beyond our normal business hours and turnaround time, there may be additional fees involved, over and above our standard costs. The client also understands that work, which is halted after a job has begun, will be billed on the basis of what has been completed to that time. Where work is performed by other parties as designated by the client, Sensable Media Ltd cannot be held liable for their performance, although Sensable Media Ltd will make its best effort to work with these other parties.

Ownership

The client understands that all files, web pages, graphics and programming work, except those provided by themselves, are the property of Sensable Media Ltd until any and all fees are paid in full at which time the client retains ownership. 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 Sensable Media Ltd Ltd. Programs created by Sensable Media Ltd may be used on other websites unless purchased by the client outright.

Copyright

All work performed by Sensable Media Ltd is copyrighted by Sensable Media Ltd. The client understands that they have rights only to web publication. Any other reproduction by means of printing and/or transferring to other media may be considered copyright infringement. Copyrights may be purchased outright by the client or subject to limited use. The client also understands that all works, expressly marked or not, are protected by copyright laws. Sensable Media Ltd will take no responsibility for ensuring material supplied by the client has been authorised for reproduction. The client further warrants that they either own or have properly licensed/obtained copyright(s) or copyright permission to any work which they have supplied for use/reproduction, and the client agrees to assume full legal and financial responsibility for any copyright suit or action which may take place regarding materials they have supplied.

Proofreading

Sensable Media Ltd's responsibility for typographical, pricing, or other errors will 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, and (d) within proper copyright and other restrictions before the website is opened to the public.

Offensive or Unlawful Material

The client will not use the Website, nor any other service provided by Sensable Media Ltd to publish any material that may be construed as Defamatory, Offensive or Libellous to any other third party. Sensable Media Ltd will not be held liable for any material published through its services. Sensable Media Ltd maintains full indemnity from any claims arising from any defamatory, obscene material, or any other breach of rights on the clients' sites. The client is fully responsible for the content of their website and any other data transmitted through Sensable Media Ltd's Services, and Sensable Media Ltd will not undertake to monitor or control client data in respect to any content therein. Furthermore, the client agrees to indemnify Sensable Media Ltd in respect of any claims brought against Sensable Media Ltd arising from the content of their website or use of any other services, whether it be for defamatory comments, infringements of rights, or any other offence.

Loss of Earnings

Sensable Media Ltd will not be held liable for any loss of business incurred due to the failure of any of its services. This includes, but is not restricted to, loss of turnover, sales, revenue, profits or indirect consequential or special loss. Sensable Media Ltd offers a service level agreement that will reimburse the client any monies paid to Sensable Media Ltd for any failed services, strictly on a pro-rata basis. No other claims will be entertained. Sensable Media Ltd will not be held responsible for the fraudulent use, or any other misuse, of any material held on our computers, in particular any Credit Card information held thereon.

Samples

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

Hosting Contracts

Website hosting is charged on a monthly basis. Should a client wish to transfer hosting of either a domain name or website to an alternative ISP at any time, Sensable 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 Sensable 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 Sensable Media Ltd to this fact before the expiry of the existing contract. The same also applies to website hosting.

PAYMENT SCHEDULE

Sensable media Limited is in the process of VAT registration. All prices quoted are ex VAT and will be subject to VAT at 17.5% from the date of registration.

Payment

All work is done on a 'payment on delivery' basis, and Sensable Media Ltd reserve the right to request an advance deposit of up to 50% of the estimated design fees before proceeding with any work. Once the client makes the final payment, their website will be made available to the public. Should the client fail to pay for any work / services supplied after 30 days of invoicing, Sensable Media Ltd reserves the right to either terminate supplied services and / or levy interest on these payments at a rate of 5% above base rate. Sensable Media Ltd terms of engagement are strictly 30 days.

Client Business Name:

Client Signature

Print name:

Date:

Signed on Behalf of Sensable Media Limited: