



STANDARD TERMS & CONDITIONS

BY PLACING AN ORDER FOR WEBSITE DESIGN, WEBSITE DEVELOPMENT, WEBSITE MANAGEMENT, WEBSITE CARE PLANS, SEARCH ENGINE OPTIMISATION (SEO) OR WEBSITE HOSTING SERVICES WITH NETHERBECK DESIGN, YOU CONFIRM THAT YOU ARE IN AGREEMENT WITH AND BOUND BY THE TERMS AND CONDITIONS DEFINED IN THIS DOCUMENT.

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1. DEFINITION OF TERMS

1.1. Netherbeck Design – Primary website designer(s), website management provider & hosting supplier.

1.2. The Client - the entity that enters into a contract with Netherbeck Design.

1.3. Domain Name - the root address of a website, e.g. www.webaddress.com. All such names must be registered with the appropriate naming authority, which will usually charge a fee.

1.4. Downtime - time when the website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.

1.5. Host - the company on whose system the Website physically resides.

1.6. Link, Hyperlink - a 'clickable' link embedded on a web page that may take the form of a graphic or text.

1.7. Search Engine - a website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.

1.8. Website - a collection of web pages and associated code that forms an integrated presence.

1.9. The Work - the subject matter of the contract between the Client and Netherbeck Design.

1.1.0. The Content - means all text, graphics, logos, photographs, images, moving images (including video), sound, illustrations and other materials featured, displayed or used or to be featured, displayed or used in or in relation to the Website.

1.1.1. The Price - means the sums to be total to be paid by the Client to the Supplier.

1.1.2. The Project - means the delivery of the Website Design, the design and development of the Website and the production of the Web pages.

2. PAYMENT & FEES

2.1. Fee Payable - A non-refundable deposit of 50% of the total fee payable under the contract is due immediately upon the signing of the contract. The remaining 50% shall become due when the Work is completed to the reasonable satisfaction of the Client but subject to the terms of Clause 15.3 Approval of Work and Clause 15.4 Rejected Work hereof. Netherbeck Design reserves the right not to begin the Work until the said deposit has been paid in full. Netherbeck Design reserves the right not to make a website 'live' on the Internet until the final payment has been received. The fee quoted in the contract does not include the cost of domain registration, hosting set up fee or hosting unless otherwise stated in the accepted proposal.

2.2. Whilst any payment due under the agreement remains outstanding, Netherbeck Design shall be entitled at its sole and absolute discretion to withhold provision of any goods or services it would otherwise be obliged to provide under the agreement.

2.3. Once full and complete payment has been made, the 'project' will be fully transferred to the clients web hosting and full access given where a website 'backend' is included.

2.4. It is the Netherbeck Design policy that any outstanding accounts for work carried out by Netherbeck Design are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement.

2.5. Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

2.6. In accordance with the Late Payment of Commercial Debts Act 1998 interest will be charged on all payments received outside of payment terms at the rate of eight per cent above the Bank of England Base Rate as applicable on the previous 31 December or 30 June whichever is the most recent.

2.7. In case collection proves necessary; the client agrees to pay all fees (including all legal fees and court costs) incurred by that process.

2.8. If for any reason whatsoever we are unable to provide an agreed product or service in accordance with these terms and conditions our liability shall be limited in its entirety to a proportional refund of any fees paid by you for the service or product.

2.9. Where the client and Netherbeck Design have agreed to flexible payments for any of the services that Netherbeck Design provides, the client will be fully responsible for the total amount payable and must make the appropriate payments in accordance with invoices raised.

2.10 Payment for all Search Engine Optimisation (SEO) services must be paid in full, upfront prior to any SEO services being provided to the Client.

3. UNFORESEEN & ADDITIONAL COSTS / EXPENSES

3.1. The transfer of domain names to another server can sometimes become a complex and time-consuming matter. All administrative fees to third parties and the time taken to organize the transfer will be charged to the client irrespective of any quoted amount set out in the quotation with its specifications.

3.2. Additional costs incurred in the provision of: stock photography, electronic commerce software, online transaction processing solutions, domain name registration or web space provided by third parties are non refundable.

3.3. Additional features to websites, including extra database services, specific hosting requirements, animations that are not included in the quotation are subject to surcharge. In the event a feature is required which has not been included in the quotation Netherbeck Design will give notice prior to implementation and seek acceptance of the surcharge. The cost will be added to the final invoice unless the amount exceeds £500 in which case an interim 50% payment will be invoiced before implementation and the remainder will be added to the final invoice.

4. COMMENCEMENT

4.1. Netherbeck Design cannot always guarantee to start work immediately on a Project but will arrange a date with the client as to when work can commence once an agreement with the client has been made.

4.2. Netherbeck Design will carry out work only where an agreement is provided either by email, telephone or mail.

4.3. Netherbeck Design will carry out work only for clients who are 18 years of age or above.

4.4. An 'order' is deemed to be a written or verbal contract between Netherbeck Design and the client; this includes telephone and email agreements.

4.5. Upon acceptance of the Proposal / quotation, a non-refundable 50% deposit of the total amount payable will be required before work is commenced.

5. DESIGN STANDARDS, WEB STANDARDS & ACCESSIBILITY

5.1. Netherbeck Design makes every effort to design websites / web pages to current web standards and thus display correctly in the most popular, current browsers, but cannot accept responsibility for pages which do not display correctly in old versions of Internet browsers such as Internet Explorer 6.

5.2. The website will adhere to the requirements of the W3C standards and will be written in valid code which passes the validation process of the W3C validator. In some cases, where third party software / scripts are used, they may break validation. We will attempt to make the scripts compliant, but can make no guarantees.

6. WEBSITE HOSTING SERVICES

6.1. Hosting services - where your website is stored on a server for delivery to website visitors - and email services are provided under a contract between the client and the chosen hosting and email provider (Internet Service Provider (ISP)) and will be bound by the terms and conditions of that ISP.

6.2. Netherbeck Design makes no commission on such recommendations or services and in recommending an ISP does so in good faith and cannot under any circumstances be held responsible or liable for any Short comings or losses incurred as part of that contract.

6.3. Where a client has Netherbeck Design as their hosting provider, we will provide the client with access to a hosting control panel which allows the client to configure their hosting, email accounts & ftp accounts etc.

7. WEBSITE MANAGEMENT / CARE PLANS

7.1. Authorisation

You are engaging Netherbeck Design, as an independent contractor to perform work as described in the package(s) or service(s) you have purchased. In the event access to your website is necessary, you hereby authorizes Netherbeck Design

access and “write permissions” to all directories and files of your account with any other third party hosting provider, as well as permission to install any necessary WordPress plugins for maintenance and security.

7.2. Copyright

Netherbeck Design does not assume any responsibility or liability for the content of the websites it manages, maintains and/or hosts.

7.3. Pricing & Payments

All prices appearing on this site are subject to change without notice. Once a client of Netherbeck Design, you authorise Netherbeck Design to charge the payment method you submitted for all the invoices generated for the services rendered by Netherbeck Design. In order to cancel your recurring payment or change payment method, simply contact Netherbeck Design prior to your payments due date.

7.4. Cancellation & Refunds

Cancellation of any monthly recurring service can occur at anytime after your first 1 month (30 days) of service. No Refunds are available after your purchased package or service has been started, unless otherwise specified in any authorised communication by Netherbeck Design.

7.5. Refusal Of Service

Netherbeck Design reserves the right to refuse service to any individual, website, or blogs that contain offensive, obscene, hateful, malicious content or for any other reason.

7.6 Third Party Or Client Page Modification

With a WordPress based website, the client will independently edit or update his or her web pages after completion of the site, unless otherwise agreed upon in this agreement by client and Netherbeck Design. If anyone other than Netherbeck Design or its subcontractors attempts to update the website and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed at an hourly rate of £40 per hour beyond the time allotted in the monthly care plan. There is a one-hour minimum.

7.8. Limitation Of Liability; Disclaimer Or Warranties

Although there are limitations to the guarantees we can provide, your satisfaction is very important to us. Please read and understand our limits of liability before ordering services.

- Netherbeck Design does not guarantee, represent, or warrant that the functions contained in these webpages or the Internet website will meet the client's requirements or that the operation of the webpages will be uninterrupted or error-free.
- You expressly agree that your use of, or inability to use, the functions contained in these webpages or the Internet website is at your sole risk. The functions of the webpages and the Internet website created for you are provided “as is” and “as available” for your use, without warranties of any kind. The entire risk as to the quality and performance of the webpages and website is with client.

- To the extent not prohibited by law, in no event will Netherbeck Design be liable to the client or any third party for any damages, including, but not limited to, any lost profits, lost savings, loss of data, business interruption, or incidental, consequential or special damages arising out of the operation of or inability to operate these webpages or website, however caused, even if Netherbeck Design has been advised of the possibility of such damages.
- Netherbeck Design does not represent, guarantee or warrant that the functions contained in these webpages or Internet website will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusions, and Netherbeck Design disclaims any liability relating thereto.
- The laws of the United Kingdom govern this Work Statement Agreement without giving effect to its conflict of laws provision. You expressly agree that exclusive jurisdiction for any claim or dispute with Netherbeck Design or relating in any way to your use of the created webpages or Internet website resides in the courts of the United Kingdom.

7.9. Acceptance

Please note that by submitting your payment, you are agreeing to all of our terms of service as they are written here. Netherbeck Design reserves the right to change or update these terms at any time without prior notice. The user of this site agrees to the terms of this agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

8. SEARCH ENGINE OPTIMISATION (SEO)

7.1 Netherbeck Design's SEO services are intended to serve two main purposes: 1) to provide the Client with increased exposure in search engines, and 2) to increase the amount of targeted online traffic to the Clients website.

8.2. Where the Client has engaged Netherbeck Design for SEO Services, they will include (but are not limited to):

- Researching keywords/phrases to select appropriate, relevant search terms and phrases.
- Generating and/or obtaining “backlinks” from other relevant, related websites and directories in order to generate link popularity and traffic.
- Editing and/or optimisation of text for various html tags, META data, page titles, and page text as necessary.
- Analysis and recommendations on optimal website structure, navigation, code, etc. for best SEO practice and purposes.
- Recommend, as required, additional website pages or content for the purpose of “catching” keyword/phrase searches in the major search engines.
- Create traffic and ranking reports for the Client’s website(s) and any associated pages showing rankings in the major search engines e.g. Google (UK). These reports will be sent to the Client on a monthly basis unless otherwise agreed.

8.3. For the purposes of receiving professional SEO services from Netherbeck Design, the Client agrees to provide the following:

- Administrative/backend access to the website for analysis of content and structure.
- Permission to make changes for the purpose of optimisation, and to communicate directly with any third parties, e.g. your web designer, if appropriate/necessary.
- Unlimited access to existing website traffic statistics for analysis and tracking purposes e.g. Google Analytics etc.
- An email address for the purposes of requesting links (e.g. webmaster@yourdomain.com).
- Authorisation to use client pictures, logos, trademarks, web site images, pamphlets, content, etc. for any use as deemed necessary by Netherbeck Design for search engine optimisation purposes.
- If the Client's site is lacking in textual content, the Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages unless otherwise agreed. Netherbeck Design can create site content at additional cost to the Client. If the Client is interested in purchasing content from Netherbeck Design, please contact Netherbeck Design for a cost estimate.

8.4. The Client must acknowledge the following with respect to SEO services:

- All fees are non-refundable.
- All fees, services, documents, recommendations, and reports are confidential.
- Netherbeck Design has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Client's website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.
- Due to the competitiveness of some keywords/phrases, on-going changes in search engine ranking algorithms, and other competitive factors, Netherbeck Design does not guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase or search term.
- Google has been known to hinder the rankings of new websites (or pages) until they have proven their viability to exist for a certain amount of time. This is sometimes referred to as the "Google Sandbox." Netherbeck Design assumes no liability for ranking/traffic/indexing issues related to Google Sandbox penalties.
- Occasionally, search engines will drop listings for no apparent or predictable reason. Often, the listing will reappear without any additional SEO. Should a listing be dropped during the SEO campaign and does not reappear within 30 days of campaign completion, Netherbeck Design will re-optimize the website/page based on the current policies of the search engine in question.
- Linking to "bad neighbourhoods" or getting links from "link farms" can seriously damage all SEO efforts. Netherbeck Design does not assume

liability for the Client's choice to link to or obtain a link from any particular website without prior consultation.

- All of our SEO techniques, tactics & strategies are "white hat" and adhere to search engine rules, guidelines and policies.

8.5. Netherbeck Design is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Client's website.

8.6. Additional Services not listed herein (such as managing pay-per click campaigns and copywriting etc.) will be provided for a fee following discussion and agreement with the Client.

8.7. The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Netherbeck Design for inclusion on the website are owned by the Client, or that the Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Netherbeck Design and its subcontractors from any liability or suit arising from the use of such elements.

8.8. Netherbeck Design is not responsible for the Client overwriting SEO work to the Client's website. (e.g. Client/other webmasters uploading over work already provided/optimised by Netherbeck Design). The Client will be charged an additional fee for re-constructing of such content, based on the hourly rate of £25 per hour.

9. DISCLAIMERS

9.1. Third Parties

Netherbeck Design can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Website, although Netherbeck Design will endeavour to ensure that Website downtime is kept to a minimum and any issues are reported to the Host ASAP.

9.2. Maintenance and Correction of Errors

Netherbeck Design takes no responsibility for the functionality or management / maintenance (unless a management / maintenance contract is in place) of the Website after the Work has been completed. Errors (both technical and typographical) attributable to Netherbeck Design will be corrected free of charge, but Netherbeck Design reserves the right to charge a reasonable fee for correction of errors for which Netherbeck Design is not responsible, including, but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided to Netherbeck Design by the Client.

9.3. Extent of Work

Installation on the Internet is limited to the uploading of all necessary files to the Host, and testing of functionality. No registration of the Website with Search Engines will be undertaken unless otherwise agreed with the Client.

9.4. Consequential Loss

Under no circumstances will Netherbeck Design be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site is regularly backed up and that a

contingency plan is in place to minimize possible losses as a result of software failure.

9.5. Status and Duration of Offers

Proposals and offers are valid for a period of 30 days from the date issued. Netherbeck Design is not bound to honour offers that have expired. Offers are not legally binding until both parties have agreed an acceptable timeframe for the work. This timeframe is defined in the proposal. By accepting the Proposal, the Client accepts the timeframes defined.

9.6. Search Engine Listings

Netherbeck Design does not guarantee listings on Search Engines and the Client accepts that it is Search Engines and not Netherbeck Design who determine whom they list and whom they will not. The Client further understands there is no guaranteed placement or rank on the Search Engines and that a new website may never even appear on Search Engines at all. Netherbeck Design does not control Search Engines' algorithms and huge shifts can appear daily, weekly and even hourly.

9.7 Credit Link & Portfolio

To maintain our portfolio credentials, and the integrity of any applicable copyrights, Netherbeck Design shall be entitled to place an unobtrusive credit with a hypertext link ("Website developed by Netherbeck Design") in the footer on each page of the website. Netherbeck Design is also entitled to reproduce samples of Client' s website in our portfolio and in any marketing materials.

10. DATA PROTECTION

10.1. Where the operation of the website or other services provided by Netherbeck Design involves the collection and administration of personal data, the client is deemed to be the Data Controller and as such is responsible for notification under the terms of the Data Protection Acts and related regulations.

10.2. The client shall indemnify Netherbeck Design against any actions, costs and liabilities arising from the use in good faith by Netherbeck Design of personal data provided by the client or through the client's website.

10.3. Where your website involves e-commerce functionality, the client must ensure that suitable arrangements are in place to maximize security levels with regard to financial and personal information relating to the users of the website and other services. This may necessitate the use of secure electronic protocols, authentication certificates, encryption et cetera and may require the provision of secure server facilities and/or the use of a credit card clearing service.

10.4. Where a service is provided relating to e-commerce whereby visitors to the client's website can order goods or services through the website - whether through direct or indirect payment the client undertakes to ensure that all transactions are carried out legally and fairly, that the security of personal information and of financial information is maintained and that the collection and control of that data meets the requirements of the Data Protection Acts and regulations.

10.5. The client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the website or any other services contemplated, and will hold harmless, protect, and defend Netherbeck Design from any claim, suit, penalty, tax, fine, or tariff arising from the website or other services provided.

11. ADVICE & CONSULTANCY

11.1. Any advice given in respect of software, hardware, programming, design, purchasing, hosting, training, upgrading, installing or any other advice, suggestion, recommendation or otherwise of any product or service provided by us or by a third party, whether introduced by us directly or indirectly is accepted by you as an opinion and as such you agree that prior to acting on any of the aforementioned that you will first obtain professional advice. You further agree to indemnify us of all liability with regard to any decision or action performed by you that may or may not be a direct or indirect result of any contact or dealing with us.

11.2. Our consultancy service and general advice is, by its nature, subjective. It is up to you whether you decide to follow our ideas and suggestions. It is not possible and we do not guarantee that any of those ideas and suggestions will increase traffic to your Site, improve your ratings with search engines or boost sales.

12. TRAINING

12.1. Netherbeck Design agrees to provide appropriate training as agreed in the final quotation and on the terms agreed.

12.2. Where specific training services are required, full payment must be made prior to training being delivered.

12.3. The outcomes of training personnel in whatever activities agreed are not readily quantifiable and as such we cannot accept liability for any training we provide not meeting the client's or the trainee's expectations.

13. RIGHT TO ASSIGN

13.1. This Agreement is personal to the client and you may not assign it to any other party without the prior express written consent of Netherbeck Design.

13.2. Should you transfer ownership of the website, or as part of a transfer of ownership of a business then the new owners will need to come to a new agreement with Netherbeck Design.

14. COMMUNICATION & SITE VISITS

14.1. Netherbeck Designs preferred method of communication is by telephone or email.

14.2. Invoices will be sent by email and shall form a legal document just as if sent by traditional post.

14.3. Extensive site visits should not be necessary and the majority of design approval will be undertaken using the Internet, electronic files or other means. In the

absence of a management / maintenance agreement which will set out site visit arrangements, visits requested by the client beyond that which Netherbeck Design considers reasonable will be charged at £20 per hour (including travelling time) plus reasonable travel expenses not less than the actual costs incurred.

14.4. The design process will be undertaken by telephone discussion, email communication and sample demonstrations of web design services will be published on the client area of the Netherbeck Design website or its servers.

15. WEBSITE MANAGEMENT & MAINTENANCE

15.1. Where Netherbeck Design undertakes to manage, maintain or update a client's website a system of communication will be established that meets the needs of both the client and of Netherbeck Design to carry out the management & maintenance to a service level agreed.

15.2. Payment for website management packages is usually monthly, although where agreed may be quarterly or yearly.

15.3. Where the client cancels a website management & maintenance contract with less than six months notice, there may be a charge of six months fees.

15.4. Where Netherbeck Design cancels a management & maintenance contract other than for a reason set out in Cancellation & Termination below, a refund of the fees appropriate to that part of the month remaining will be made.

15.5. In instances where the client does not subscribe to a website management & maintenance agreement, it is the sole responsibility of the client to manage & maintain their own website.

15.6. To assist the operation of a website management & maintenance contract an email account will be set up in the name of `webmaster@yourdomainname.com` to allow site visitors to contact Netherbeck Design directly with technical problems.

15.7. Included Hours

The agreed number of hours support will be provided during each calendar month at the request of the client. Should the support the client requires need additional time dedicated to it in order to resolve website issues, these will be billed at Netherbeck Designs hourly rate of £25 per hour by prior agreement. The client will always have the option to upgrade their support level if required. Unused hours cannot be carried over to the next month.

15.8. E-mail, ticket & telephone support

All support packages include email, ticket and telephone support. We provide these methods of support so that we can offer our assistance in a way that suits the client. Details of email, ticket and telephone support will be emailed to the client upon subscription to one of the Netherbeck Design website management or support packages. Netherbeck Design cannot be held liable if one of these services suffers an outage beyond our control.

15.9. Remote access support

If the clients support package includes remote access support, we will guide the client through granting Netherbeck Design remote access to their desktop computer. This access is generated over a secure connection and each established connection can be used for one time only. Remote access support can only be used where the clients' computer is compatible with the software used.

15.10. Response times

The time in which Netherbeck Design will respond to clients' requests for support depends on the support package that they have subscribed to. We will always endeavor to respond to requests within the response time stated. Pro package response time: Acknowledgement within 1 hour and where possible, resolution / management work required carried out ASAP. Basic package response time: Acknowledgement within 3 hours and where possible, resolution / management work required carried out within 24 hours.

15.11 Website Backups

Where the Client has subscribed to a website management & maintenance service that includes regular backups, Netherbeck Design will backup the clients website files, folders, images, documents and database etc. as determined by the service the client has subscribed to. All backups are stored remotely from the Client's web hosting server.

15.12 Administrative Access

For Clients on our Website Care Plans, we do not provide full administration access unless it is requested in writing to Netherbeck Design. Our Care Plans are designed in such a way that a Client requiring admin access is very unlikely. In cases where we agree to give the Client full admin access to their website, the Client must accept that Netherbeck Design are no longer responsible or liable for the performance of the website, it's operation or it's speed. Should the Client change things or install software that breaks or affects the performance of the website, for Netherbeck Design to put things back to working order will be a chargeable service fee and would remove any changes made by the Client or 3rd party.

15.13 Website Plugin Licenses

Where a Client is engaged in a Website Care Plan with Netherbeck Design, our developer licenses may cover any updates to plugins that we have installed on your website to provide functionality or management of your website unless stated otherwise in our proposal and / or contract with the Client. The Client may have purchased software licenses themselves, in which cast they are responsible for renewal fees. In cases where we have applied our developer license to a piece of software on a Client website, it remains the property of Netherbeck Design and under no circumstances, may it be used on any other website by the Client unless otherwise agreed. Once a Website Care Plan comes to an end, the Client will become responsible for software license renewal fees for plugins installed on their website.

15.15 Managed Hosting

When Netherbeck Design provides managed hosting to a client as part of their Website Care Plan, we do not grant any access to the hosting account. All requests for changes (e.g. new email account setup) must be put in writing to Netherbeck Design and we will then carry out the requests as part of the Care Plan. Should the

client require access to the hosting account that their website sits on, the website will need to be transferred to an alternative hosting environment / account.

16. COMPLETION OF WORK AND PAYMENT

16.1. Completion of Work

Netherbeck Design warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. Netherbeck Design will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. Netherbeck Design will not undertake changes to the specifications of the Work that would increase the cost, without prior written authorisation from the Client.

16.2. Supply of Materials

The Client is to supply all materials and information required for Netherbeck Design to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, Netherbeck Design has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, Netherbeck Design has the right to invoice the Client for any part or parts of the Work already completed.

16.3. Approval of Work

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify Netherbeck Design, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to Netherbeck Design as unsatisfactory within the 7 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the 50% balancing payment under Clause 2.1 Fee Payable will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.

16.4. Rejected Work

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by Netherbeck Design to remedy any points reported by the Client as unsatisfactory, and Netherbeck Design considers that the Client is unreasonable in their repeated rejection of the Work, the contract will be deemed to have expired and Netherbeck Design can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

16.5. Payment

Upon completion of the Project, Netherbeck Design will invoice the Client for the 50% balancing payment in accordance with Clause 2.1 Fee Payable hereof, which, in the absence of agreement to the contrary, is to be paid by the Client within 30 days of the date that the invoice was issued or in the case of new website, before the new website is made 'live' (e.g. publicly visible) on the Internet.

16.6. Remedies for Overdue Payment

If payment has not been received by the due date, Netherbeck Design has the right to suspend on-going work for Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 14 days after the due date, Netherbeck Design has the right to replace, modify or remove the Website and revoke the Client's licence of the Work and / or access to the website until full payment has been received. By revoking the Client's licence of the Work or removing the web site from the Internet, Netherbeck Design does not remove the Client's obligation to pay any outstanding monies owing.

17. INTELLECTUAL PROPERTY

17.1. Offers and Proposals

Offers and proposals made by Netherbeck Design to potential clients should be treated as trade secrets and remain the property of Netherbeck Design. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorisation from Netherbeck Design. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information. Proposals remain valid for a period of 30 days from the date of issue unless otherwise stated.

17.2. Warranty by Client as to Ownership of Intellectual Property Rights

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 it supplies to Netherbeck Design for inclusion on the Website. The conclusion of a contract between Netherbeck Design and the Client shall be regarded as a guarantee by the Client to Netherbeck Design that all such permissions and authorities have been obtained and that the inclusion of such material on the Website would not constitute a criminal offence. By agreeing to these terms and conditions, the Client removes the legal responsibility of Netherbeck Design and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

17.3. Domain Name

Any Domain Name obtained will belong to the Client. The Client agrees to indemnify Netherbeck Design, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the domain name sought is not a trademark of a third party.

17.4. Licensing

Once Netherbeck Design has received full payment of all outstanding invoices and the Work has been approved by the Client, the Client will be granted a licence to use the Website and its contents.

17.5. Trade Secrets

Any code that is not freely accessible to third parties and not in the public domain, and to which Netherbeck Design or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from Netherbeck Design. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which Netherbeck Design or their suppliers owns the copyright. Netherbeck Design acknowledges the intellectual property rights of the Client. Information passed in written form to Netherbeck Design, and that the Client has indicated is confidential or

a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Client.

18. RIGHTS AND RESPONSIBILITIES

18.1. Right to Terminate

Netherbeck Design reserves the right to refuse or break a contract without prior notice, if it is believed that the Client, their Website, or any material is illegal, immoral or otherwise unacceptable.

18.2. Events Beyond the Control of Netherbeck Design

Netherbeck Design will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of Netherbeck Design.

18.3. Supply and Pricing of Services

Netherbeck Design reserves the right to use whoever it feels appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

19. INTERPRETATION

19.1. Jurisdiction

This Agreement shall be governed by English law, which shall claim venue and jurisdiction for any legal action or claim arising from the contract between Netherbeck Design and the Client.

19.2. Survival of Contract

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

19.3. Change of Terms and Conditions

These terms & conditions may change from time to time. The Client will be informed of revisions as and when they are issued.

20. CANCELLATION & TERMINATION

20.1. Netherbeck Design may, by written (email) notice, terminate the agreement between us immediately upon the happening of any of the following events: you fail to pay any invoice which has become due or your breach of any of the terms of the agreement between us without prior agreement or consent.

20.2. Should Netherbeck Design decide to terminate the agreement between us immediately upon the occurrence of one of the above circumstances, we reserve the right to exercise any other rights which we may have against you.

20.3. In the event of project cancellation or failure to settle accounts, Netherbeck Design retains ownership of all design work and it may be offered to other Clients. If accounts are not settled (within 30 days of the invoice being issued) or Netherbeck Design have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment.

20.4. We reserve the right to remove from the Internet any website or other service which we display on your behalf upon the occurrence of one of the above Circumstances.

20.5. Should we terminate the agreement upon the occurrence of one of the above circumstances, we will not refund to you any monies paid by you to us.

20.6. If at any point during the development a client wishes to cancel, they may do so but will be invoiced up to the full amount quoted based on the degree to which the Work has been completed and on the extent to which time has been allocated to the project that cannot be effectively used to generate revenue that would be otherwise lost.

20.7. If a website management / maintenance agreement is terminated for any of the reasons mentioned above a fee equivalent to one month's charges will be payable.

20.8. In the event that Netherbeck Design terminates a website management / maintenance contract for any other reason, a refund equivalent to the unused portion of the current payment period will be the maximum liability.

20.9. Where a website management package has been agreed in conjunction with paying for website design costs over a pre-arranged period of time, the client will be responsible for the full amount due in the event that they wish to cancel the agreement.

20.10. Where a SEO and / or website management package are cancelled prior to the full term of the agreement / contract, the client must provide written notice and a 30 day notice period is required. A final invoice will be issued following the notice period and services will cease.

20.11. A cancellation notice period is required of 30 days on all Netherbeck Design hosting packages. A final invoice will be issued following the notice period and hosting services will cease.