

10TH PLANET DESIGN LIMITED TERMS AND CONDITIONS

Effective from 26th November 2007. This document is published and updated online at: www.10thpla.net/terms

1. Commission of Work: Before commencing a project, The Client must supply a written brief to 10th Planet Design Limited detailing their requirements. A quotation will be provided upon request. The Client must provide written or verbal confirmation that the quotation is acceptable.

2. Copyright and Intellectual Property: The Client MUST own copyright, or have reproduction rights, of all artwork, trade names, photographs, and other materials reproduced in their project. The Client shall indemnify 10th Planet Design Limited against any costs whatsoever in connection with the ownership of copyright or reproduction rights. The Client shall have full liability for the consequences of the contents of the printed literature, website or other project commissioned.

All work produced by 10th Planet Design Limited remains the intellectual property of 10th Planet Design Limited (unless other agreements are made and full and final payment has been received).

3. Preliminary Work: All preliminary work carried out at The Client's request, whether experimentally or otherwise, shall be charged to The Client.

4. Proofs: Proofs of all printed work will be submitted for The Client's approval and 10th Planet Design Limited shall not be liable for errors not corrected by The Client. The Client's alterations and additional proofs necessitated thereby shall be charged as additional charges. No responsibility will be accepted for any errors, including colour variations, in proofs approved by The Client.

5. Web Site Design: 10th Planet Design Limited will produce and publish temporarily on their web site, a design proof for The Client's approval. The design copyright of the proof shall remain the sole property of 10th Planet Design Limited. Use of the design in any respect without the express written or verbal permission of 10th Planet Design Limited will constitute breach of copyright.

10th Planet Design Limited will complete the design and build of The Client's web site after receiving confirmation that the design proof is satisfactory.

10th Planet Design Limited will release web site code and graphics when payment of the final invoice value is received in full.

Once 10th Planet Design Limited has received written or verbal confirmation that the design proof is satisfactory, modifications to the design specification will be considered an amendment to the contract. All modifications must be confirmed in writing.

10th Planet Design Limited cannot guarantee to increase traffic to The Client's web site, improve ratings with search engines or boost sales - this remains The Client's responsibility. Any advice given by 10th Planet Design Limited is subjective. It is up to The Client whether they decide to follow the ideas and suggestions.

Design, graphics and programming produced by 10th Planet Design Limited remain the intellectual property of 10th Planet Design Limited although the company will provide full access to the source code. Any scripts or application code created by 10th Planet Design Limited or third parties for use on a client's site remains the Intellectual property of the respective creator.

6. Domain Name Registration and Website Hosting: 10th Planet Design Limited can register domain names on behalf of The Client. In doing this, 10th Planet Design Limited are acting as The Client's agent with the appropriate Host. The contract of registration is between The Client and the Host and The Client is bound by their terms and conditions.

It is The Client's responsibility to renew their contact annually with their Host.

The Client takes all risks in connection with the solvency and performance of such third parties and The Client accepts that the third party has sole liability to provide such services.

7. Insurance: The Client shall be responsible for effecting all necessary insurance in respect of any loss, damage, or expense that it may suffer directly or indirectly in relation to the provision or non-provision of 10th Planet Design Limited goods and services.

10th Planet Design Limited shall not be liable for any delay or failure to perform any of its contractual obligations as a result of war, flood, storm, riot, fire, accident, civil commotion, acts of god, government action, failure of power supply, equipment failure, lock out, strike, default or failure of subcontractor or suppliers or any other cause beyond its reasonable control and 10th Planet Design Limited shall not be liable for any loss, damage or expense suffered by The Client or any third party arising directly or indirectly from any such matters.

8. Invoicing and Payment: New customers must supply a written order along with (unless otherwise agreed with 10th Planet Design Limited) a payment of 30% of the agreed order price, plus balance on completion. Design modifications will be a charged at the prevailing hourly rate dependant on type of service required.

10th Planet Design Limited will issue interim invoices to all customers at month end for ongoing projects.

Payment shall be made in UK Pounds Sterling to 10th Planet Design Limited. Payments are due within 14 days of date of invoice. If due to bank charges, transfer fees etc., 10th Planet Design Limited should receive less than its invoice amount, 10th Planet Design Limited will re-invoice The Client for the shortfall.

In the event that any amount remains unpaid 14 days after invoice date, 10th Planet Design Limited reserves the right to discontinue, withhold, or suspend services to The Client to whom such unpaid amounts relate. A Late Payment Charge of £25.00 will also be payable.

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 2% per month. All charges incurred by 10th Planet Design Limited due to late payment or cheques that require representing or fees required to recover debts will be passed onto The Client.

9. Tenders and Quotes: Tenders and Quotes are valid for 30 days from the date of the Tender or Quote. All prices quoted may be subject to change without notice after this period.

Once 10th Planet Design Limited has undertaken a commission for services, a cancellation fee will apply if the contract is terminated through no fault of 10th Planet Design Limited.

Disclaimer

1. 10th Planet Design Limited cannot be held liable for any information contained within The Client's web site or printed literature. The content of such remains the copyright and intellectual property of The Client. The Client is liable for any reasonable legal costs incurred by 10th Planet Design Limited caused by the content of The Client's web site or other project and agrees to indemnify 10th Planet Design Limited for any awards made by a court of law.

2. Search Engine entry and ranking can in no way be guaranteed as this remains the sole discretion of a third party search engine provider.

3. No liability will be accepted for compatibility issues with code or any errors, omissions or failings of software code produced.

4. Where in the instance that a time scale / schedule has been given, 10th Planet Design Limited will not be responsible for any money / sales / publicity etc. lost to The Client if the deadline is not met.

5. On completion of any web site it is the sole responsibility of The Client to manage the site. 10th Planet Design Limited will no longer be responsible for the site upon completion unless an alternative agreement has been reached.

6. Should 10th Planet Design Limited waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit 10th Planet Design Limited to waive the same clause on any other occasion.

7. This contract shall be subject to English Law. Where it is held that 10th Planet Design Limited is not entitled to rely on any term in this contract, then 10th Planet Design Limited may also be allowed to cancel all rights and obligations under this contract, or to hold all other clauses as valid entirely at their sole discretion.

8. 10th Planet Design Limited reserves the right to amend these terms and conditions at any time.

Submission of Information and Data Protection

1. Any information submitted to 10th Planet Design Limited shall be used by 10th Planet Design Limited in accordance with the Data Protection Act 1998.

2. 10th Planet Design Limited will use The Client's information and the subsequent information they collect about The Client, to create a database. This database will hold contact details, records of past and present projects and accounts information.

3. 10th Planet Design Limited may also send The Client sales and other information which they think may be of interest. If The Client does not want to receive any information from 10th Planet Design Limited, they should inform 10th Planet Design Limited.