

## TERMS AND CONDITIONS

The following Terms and Conditions of Service apply to all products and services provided by Ploc Media Ltd.

All work is carried out by Ploc Media Ltd. on the understanding that the client has agreed to Ploc Media Ltd.'s Terms and Conditions.

### 1.0 General:

1.1 All prices exclude VAT at 17.5% unless otherwise stated.

1.2 Quotes are valid for 30 days.

1.3 We reserve the right to refuse to construct a web site that we may judge as unfit due to content or otherwise. This includes, but is not limited to, sites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws.

1.4 A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Ploc Media Ltd. Within 30 days.

Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Ploc Media Ltd.'s Terms and Conditions.

No work on a project will commence until either document has been received by Ploc Media Ltd.

1.5 The acceptance of a commission quote in writing shall be deemed as a contractual agreement between the client and Ploc Media Ltd

1.6 Ploc Media Ltd. reserves the right to alter our prices at any time without prior notice. If a quote at an original price has been made it will be valid for 30 days and subsequently during the life of the working process, however additional work may be charged for using the new pricing structure.

1.7 A client's site will be hosted once approval of the design and content is given however we reserve the right to remove the site at any time until the invoice is paid in full.

1.8 Ploc Media Ltd. produce projects where every effort is made to display the pages acceptably on most popular browsers currently available, however we cannot accept responsibility for pages which don't display properly on versions of browsers released after the project is completed.

1.9 The client is ultimately responsible for checking the correctness of the site before they give Ploc Media Ltd. the go ahead to make the site publicly available.

1.10 When a client agrees that a site can be made publicly available they are agreeing that the design and development of the site has satisfied all their requirements.

1.11 If a choice of design is presented, only one solution is deemed to be given by Ploc Media Ltd. as fulfilling the contract. All other designs presented to the client during the design process remain the property of Ploc Media Ltd., unless agreed in writing that this arrangement has been changed.

1.12 The customer will be provided with a Design Approval Form, when accepting the design draft. The customer will be required to sign and return the Design Approval Form to Ploc Media Ltd., before the final stage can proceed.

1.13 The customer will be provided with a Final Approval Form, when accepting the final project. The customer will be required to sign and return the Final Approval Form to Ploc Media Ltd., before the product will be invoiced.

### 2.0 Payment

2.1 If payment is less than £100, the full price will be invoiced when the Design Approval Form is signed by the client and the design will not be released before full payment is received, unless otherwise is agreed.

2.2 If payment is less than £600 but more than £100, 50% of the price will be invoiced when Order form is signed by the client and 50% when Final Approval Form is signed by the client. The design will not be released before full payment is received, unless otherwise is agreed.

2.3 If payment is more than £600, 30% of the price will be invoiced when Order Form is signed by the client, 30% when Design Approval Form is signed by the client and 40% when Final Approval Form is signed by the client. The design will not be released before full payment is received, unless otherwise is agreed.

2.4 Payments may be made by cash, cheque for Ploc Media Ltd. or previously agreed electronic funds transfer.

2.5 Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 5% per month of the outstanding amount.

2.6 Ploc Media Ltd. shall be considered entitled to remove Ploc Media Ltd and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, design, hosting, domain registration, maintenance, sub-contractors, printers, photographers and libraries.

2.7 Removal of such materials does not relieve the customer of it's obligation to pay the due amount. Customers whose accounts become default agree to pay Ploc Media Ltd. reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Content or features listed in the original quote but not provided during the development phase by the client will be added at any time in the future, however invoices must be paid in full including sections which the client still has to provide content for.

### **3.0 Hosting, support and service agreements**

3.1 Ploc Media Ltd. offer annually renewable packages, or monthly Direct Debits if agreed with client, of hosting and updating service agreements which can be purchased as part of a package or separately. These include hosting, content updating and technical support.

3.2 These packages are quoted for either on application or at time of quoting for a full project.

3.3 Hosting, support and updating services are annually renewable. Package start dates are based on when the package or domain name is first registered and when the web project goes live.

3.4 Our content update service refers to any content, photographs or text which replaces any current content. It does not extend to producing new sections, pages or major changes in design, unless otherwise noted.

3.5 Quoted prices generally stay the same year on year but can change depending on the amount of content updated, additional sections added and bandwidth or web space used.

3.6 Hosting support and updating packages are renewed annually, invoices are provided approximately one month before the renewal date, however our usual payment terms apply from the invoice date.

3.7 Customers wishing to cancel a hosting, support or updating package must inform us before the invoice date otherwise full annual payment will be required.

3.8 No partial refunds will be given for hosting, servicing or updating packages cancelled during the current agreements time period.

### **4.0 Copyrights and Trademarks**

4.1 By supplying images, text, or any other data to Ploc Media Ltd., the customer grants Ploc Media Ltd. permission to use this material freely in the pursuit of the design.

4.2 It is the customer's responsibility to ensure that any web site is lawful, does not infringe any copyright or any other laws. It is also the customer's responsibility to carry out any market research as to the viability and profitability of any project before accepting any quote.

4.3 Should Ploc Media Ltd. or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and

royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Ploc Media Ltd. to remove and/or replace the file on the site.

4.4 The customer agrees to fully indemnify and hold Ploc Media Ltd. free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

4.5 All material, both text and images, supplied by the client and used in the construction of the client's web site, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws.

4.6 The copyright for all material provided by Ploc Media Ltd., such as source code, graphics, photographs, video, animation and text, will remain the property of Ploc Media Ltd. until such time as payment has been made in full whereupon they will become the property of the client.

## **5.0 Alterations**

5.1 The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.

5.2 The customer also agrees that Ploc Media Ltd. holds no responsibility for any amendments made by any third party, before or after a design is published

5.3 Once a commission has commenced it will be completed using the information, data, text and images provided at project commencement or during the design phase. Once the design process has been completed the project will be presented to the client who may make any changes to design and content he wishes.

5.4 Once web design is complete Ploc Media Ltd. will provide the customer with the opportunity to review the resulting work. Ploc Media Ltd. will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Ploc Media Ltd. by e-mail or fax and confirmed by post.

## **6.0 Data formats:**

6.1 Text is to be supplied to Ploc Media Ltd. in electronic format as standard text (.txt), MS Word (.doc), or CD-ROM, external memory or via e-mail.

6.2 Images must be of a quality suitable for use without any subsequent image processing, Ploc Media Ltd. will not be held responsible for any image quality which the client later deems to be unacceptable.

Ploc Media Ltd. cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

6.3 Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, media conversion, digital image processing, or data entry services.

6.4 The customer agrees to supply Ploc Media Ltd. with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

## **7.0 Design Project Duration**

7.1 Any indication given by Ploc Media Ltd. of a design project's duration is to be considered by the customer to be an estimation. Ploc Media Ltd. cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Ploc Media Ltd. for the initial payment or by date confirmed in writing by Ploc Media Ltd.

## **8.0 Rights of Access for Website Construction**

8.1 The client agrees to allow Ploc Media Ltd. all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to Ploc Media Ltd. access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

#### **9.0 Domain Registration**

9.1 Ploc Media Ltd. cannot guarantee the availability of any domain name. Where Ploc Media Ltd. is to register a domain name on behalf of a client it will endeavor to do so but the client should not assume a successful registration.

#### **10.0 Design Credits**

10.1 The customer agrees to Ploc Media Ltd. to place a small credit on printed material exhibition displays, advertisements and/or a link on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

10.2 The customer also agrees to Ploc Media Ltd. to place websites and other designs, along with a link to the client's site on Ploc Media Ltd.'s own website for demonstration purposes and to use any designs in its own publicity