

Definitions

In these conditions the term 'Company' means Planet Interactive Arts Ltd., its managers and appointed agents.

The terms 'Customer', 'Purchaser' and 'Client' mean the person or company requesting services, advice or work from the Company, whether paid for or not.

The term 'Agent' means any agent or third party appointed by the Company to provide services assistance or work on behalf of the Client.

The term 'writing' includes letters, facsimile transmission, telex, electronic mail and other comparable means of communication.

The terms 'work', 'advice', 'goods', 'services' shall be deemed to include all supplies to the Client by the Company whether of a physical or intellectual nature.

This document is to be viewed by all involved parties as a binding and insoluble contract in agreement to the terms stated below. Once a quotation or invoice has been accepted by the client, by means of a purchase order or payment being made the client has accepted these terms and conditions in full.

1: Basis of the supply of Services

a: It is the intention that all of the terms of the Contract between the Client and the Company are contained in these Conditions and in the brochure, advertisement, specifications and quotations supplied to the Client. Please read carefully all documentation to ensure that it accords with your requirements.

b: All prices are exclusive of any applicable Value Added Tax. Prices quoted will be at the rates published by the Company and which from time-to-time may be modified at the sole discretion of the Company. The Company will notify the Client of any such changes to prices with no less than 30 days notice and any changes will not apply to work agreed or in progress.

c: Any additional expenses including, but not limited to, Insurance, Travel, Accommodation, Printing, Agent's Fees, Postage etc. will be agreed in writing in advance of any work being undertaken or orders placed with third parties.

2: Intellectual and Company Copyright

All designs, work, services, written material, brochures, booklets, advice and systems provided for the Client are for the sole and exclusive use of the Client in the part of the business for which the work was undertaken. Such work remains the property of the Company and may not be copied, reproduced, disseminated, sold, given or traded with any third party and may not be used outside the direct division, area, company, or organisation for whom the work was supplied, without the express written permission of the Company.

Copyright The copyrights of general artwork, commissioned artwork, illustrations, website design, website banners, flash files, programming and copy belong to Planet Interactive Arts. If you supply us with material, it is your responsibility to obtain all necessary copyrights for its use, and we assume that you possess these. In such cases, the copyright belongs to you. By signing this agreement, you agree to indemnify Planet Interactive Arts from any claim which arises regarding the use of material with which you supply us. We reserve the right to use any artwork or printing we produce for the purposes of promoting our services unless you request otherwise in writing.

Quotes All quotes for work are valid for thirty (30) days, after which time all proposed work will have to be re-quoted. We take no responsibility for a re-quoted price differing from an original quote.

Illegal Matter Planet Interactive Arts reserves the right not to print any matter deemed illegal, libellous or offensive, or which may be an infringement of the proprietary or other rights of any third party. This agreement indemnifies us in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

Consequential Loss Planet Interactive Arts accept no liability whatsoever for consequential or third party losses, resulting in a delay in delivery howsoever caused.

Financial Loss Planet Interactive Arts accept no liability whatsoever for financial loss or loss of earnings arising from products or services provided by Planet Interactive Arts

Force Majeure Planet Interactive Arts accept no responsibility if we are unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency you may, by written notice to ourselves, elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

Liability Planet Interactive Arts shall not be liable for any loss to the customer arising from delay in transit caused by circumstances beyond Planet Interactive Arts control.

Price Breakdown The invoice we send you will be itemised, showing the cost of the design and research process, as well as the production itself. Supplying us with suitable material will, therefore, reduce the time spent on design and, thereby, the final charge. VAT is charged at the current Customs & Excise rates and according to current regulations, irrespective of whether or not it is included in a price quotation.

Provision of Materials You agree to provide us with the specific copy, images and information we require in order to create your product, or to advise us as to where we can locate such materials. We accept no responsibility for your site not being put live/product being completed by a specific date if we are unable to secure necessary and/or suitable information and/or materials from you. If you cannot supply the information you wish to feature in your product, we will do what we can to obtain it, but we accept no responsibility for errors, omissions or discrepancies which may be present on the final product, as these may arise through our lack of specialist knowledge regarding the content of your product. The time taken to compile the data, as well as any time required to correct errors, omissions or discrepancies which have arisen through your not providing us with adequate materials, will be charged to you at our standard rate. We accept no responsibility for the delay caused in providing you with the final product as a result of your supplying us with insufficient or unsuitable materials. This does not apply if the additional cost could have been avoided but for unreasonable delay on the part of Planet Interactive Arts Ltd in ascertaining the unsuitability of the materials with which you provide us. Where you supply or specify materials, we will take every care to secure the best results in the finished product, but we accept no responsibility for imperfect work caused by defects in or unsuitability of materials so supplied or specified.

Systems Any systems, including eCommerce and Content Management System, provided to the client remain the intellectual property of Planet Interactive Arts Ltd. and as such no access is given to the source code or database.

Compatibility Issues Planet interactive Arts build websites to be compatible with the latest web browsers and one legacy version.

E-commerce/CMS E-commerce/CMS systems will be provided as per our quotations, and training will be given to the client(s) on using the system. A delay in the client populating the e-shop/site will not be accepted as a reason for delayed payment as, once it is ready to be populated and training has been given, payment will be required as detailed on your invoice.. Planet Interactive Arts offers a service to populate the client's shop site/CMS on their behalf, and prices are available on request for this service. This does not include any photography, and where clients feel unable to create their own imagery of products, a photographer or photographic images must be purchased. Additional training and support packages are available, and again the prices for these services are available on request.

Bespoke Systems In the case of a bespoke solution (website), upon settlement of all outstanding monies due to Planet Interactive Arts for the development/design of such solution, full copyright and title will remain in the ownership of Planet interactive Arts Ltd.

Website Proofs Once a client has agreed a look and feel proof and instructed Planet Interactive Arts to proceed to build, any subsequent changes in style or design requested by the client will be charged for at the appropriate hourly rate.

Exceptions (Web) We accept that certain details regarding your business, such as telephone numbers and email addresses, sometimes change, and that the details placed in a proof are liable to change. To this end we will amend smaller details such as these as part of our construction package. Larger changes, such as the creation of a new page or introduction of a new feature on your site, or the sourcing / changing of images are not covered by this policy and must be paid for.

Payment Terms (Web) You agree to pay a deposit as detailed on our initial invoice immediately. When we have finished building your site, we will put it live on our own server under a temporary name which we will give you access to. After we have informed you of the site's location on our server, you have three working days to view the site and ask for any amendments to be made. The site can be kept live for a longer period if you specifically request this. After the viewing period has elapsed, the invoice will be issued as - apart from minor alterations or transfers onto other domain names - our work on the site is then complete. Once the bill is settled in full, we will put the site live on its own domain name, or - if you have not yet selected one - it will remain live on our server. If you possess your own domain name, we will initiate whatever process is necessary to put the site live once the bill is settled. You are not permitted to point your own domain name to the test site on the Planet Interactive Arts. If this is found to be the case, we reserve the right to remove the site from our server. All deposits are non-refundable. Planet Interactive Arts do not provide hosting services for websites. If you request a recommendation for hosting services we will make a recommendation.

Jobs Put On Hold or Cancelled by the Client Jobs put on hold or cancelled by the client during production will be invoiced at current stage and materials. This invoice must be paid in full together with any VAT that falls due accordingly.

Fonts Fonts are purchased by Planet Interactive Arts Limited and downloaded for sole use on clients work. In the event that artwork is packaged and supplied to a client, or third party, the font will be included in the packaging process. This does not give the client or third party the rights to use or download the supplied fonts. If the font is used or downloaded by the client or third party, a license should be purchased for usage from the font licensee. Planet do not accept liability for the miss-use of the font licence.

3: Delivery

a: All work undertaken by the Company will be subject to an agreed delivery date and method agreed in writing with the Client before any agreement is deemed to have taken place.

b: All delivery dates are quoted in good faith.

c: The Company shall not be liable for any delay in delivery or failure to produce due to Act of God, acts of default of the Client, changes to specification or requirement by the Client after initial agreement or any cause beyond the Company's reasonable control.

d: The Company reserves the right to make delivery in instalments subject to clauses 2:a, b and c.

4: Terms of Payment

a: Payment will be made to the Company by Cash, Cheque, Bank Automated Clearing System transfer or any other method if previously agreed in writing by the Company. Credit Card payments are not accepted.

b: Payment by the Client will be made in full no later than 30 days from date of Invoice.

c: The Company reserves the right to charge interest, at the rates of interest on Business Accounts charged by Lloyds Bank Plc on the date that payment becomes overdue, and for all subsequent days thereafter that payments are not made.

5: Warranties and Liabilities

a: The Company does not accept any liability arising from any advice given to the Client except where an act of gross negligence or professional misconduct is committed by the Company or its agents.

b: Advice is given to Clients on the clear understanding that all material facts and circumstances have been revealed as to basis upon which the advice is given. Failure to disclose material facts or circumstances by the Client shall not confer any liability on the Company.

c: Goods supplied by a third party to the Client, whether directly or indirectly by the Company, shall be subject to the warranties and liability terms of the third party supplier and the Company does not accept any liability for those goods or services. The Client should therefore acquaint themselves with the terms of the third party supplier before accepting any order or delivery.

d: Any defect or failure in the goods, services or advice provided by the Company must be notified in writing within ten days of completion of any assignment or supply. Where it is not reasonably practicable to do so within ten days any notification must be made as soon as possible.

6: Basis of the Contract

These conditions apply to all contracts between the Client and the Company. By placing an order with the Company the Client agrees to these Terms and Conditions of Business.

a: The Company's employees or agents are not authorised to enter into any agreement with the Client or to vary any terms of supply of goods, services or advice unless such variations are authorised in writing by a partner or Director of the Company. No quotation shall be considered a binding contract until all terms and conditions are agreed and accepted in writing by both parties.

b: The Client unconditionally and irrevocably agrees to waive any right to claim damages and/or to rescind the Contract unless the terms of 5a have been implemented.

c: Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, advice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

d: The Company reserves the right to refuse to accept any order for supply of goods, services or advice from the Client and such refusal shall be at the absolute discretion of the Company.

e: The Client shall not be entitled to cancel, in whole or in part, any order for supply of goods, services or advice, which the Company has accepted, without such cancellation being agreed in writing by the Company and payment being made in full for all costs, losses and expenses incurred up to and including the date of cancellation, whether or not any work has been delivered in whole or in part.

f: The Company reserves the right to make any changes to specification for the work which are required to conform with any applicable safety or other statutory requirements or which do not materially affect the quality or performance of the work or services undertaken.

Credit Terms For invoices not settled within the agreed credit terms, we reserve the right to charge interest on the overdue debt at 2% above the Barclays base rate at the time and an administration fee to cover the debt recovery costs.

Insolvency Any customer ceasing to pay their debts in the ordinary course of business or proving unable to pay their debts as they become due or, being, a company, is deemed to be unable to pay its debts, or has a winding-up petition issued against it or, being a person, commits an act of bankruptcy or has a bankruptcy petition issued against it, Planet Interactive Arts, without prejudice to other remedies, shall (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to it, and (ii) in respect of all unpaid debts due from the customer, have a general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as we think fit and to apply the proceeds towards such debts.

Data Protection Planet Interactive Arts agrees keep the confidential information of its clients confidential, including all administration areas of websites and details of referrers and those who are referred. All such data recorded by a website will be completely secure, and all information will be treated as confidential in accordance with the Data Protection Act.

7: Termination

The Company shall be entitled to terminate the Contract by giving no less than seven days notice in writing to the Client where the following circumstances occur:

a: The Client commits an irremediable breach of the Contract, or commits repeated remediable breaches of the Contract.

b: The Client makes any voluntary arrangement with creditors or (being a sole trader or firm) becomes bankrupt or (being a Company) becomes subject to an Administration Order or goes into liquidation.

c: The Client ceases to carry on business.

d: Where all current works are completed and the Company declines to accept further work from the Client. In the case of termination by the Company in circumstances, as outlined in Clauses 7:a, b and c above, the Company shall require payment to be made, in full, for all costs, losses and expenses incurred, up to and including the date of cancellation, whether or not any work has been delivered in whole or in part.

8: Law

This Contract shall be governed by and construed and interpreted in accordance with the Law of England and Wales and any Court proceedings commenced by either party shall be either in the Reading District Registry or Newbury County Court. Under the Contracts (Rights of Third Parties) Act 1999 no non-party may benefit from the terms of any Contract between the Company and the Client.