

# Terms and Conditions

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## *NorthStar New Media Ltd*

The named client authorises NorthStar New Media Ltd to act as an independent contractor for the design and or improvement of a web site or project and agrees to the following terms and conditions:

NorthStar New Media and the named client agree to work together expeditiously to complete the agreed project. We will endeavour to complete the project within 30 days after we have received all necessary materials from the client. If circumstances preclude this NorthStar New Media Ltd will advise the client before the end of this period and a new projected completion date for the project agreed.

If the client does not provide NorthStar New media Ltd with all agreed materials to complete the project within terms agreed at the start of the project, resulting in delays and loss of scheduled work hours, then the value of all work completed to that point or an amount of no less than 50% of the entire agreed quoted price (whichever is greater) becomes due and payable. If the required content for the project is not submitted and approved within a further 30 days of the agreed date, the remainder of the agreed quoted price becomes due and payable. The project will then be rescheduled for completion on receipt of the necessary content. Moneys billed under the above circumstances will not be refundable.

It is the responsibility of the client to provide or commission content for the pages of the site including good quality pictures unless otherwise agreed. Responsibility for copyright clearance for use of all materials supplied remains with the client, and the client unconditionally agrees that they are the rightful owner or have permission to use such materials, and will hold harmless, protect and defend NorthStar New Media Ltd from any claim arising from the use of these materials. The client will retain the right to all design content and html code created by NorthStar New Media Ltd in relation to this project. NorthStar New Media Ltd will not be entitled to re-use images or graphics created for the client in other projects. Photos, graphics and html templates from NorthStar New Media Ltd's library will remain copyright of NorthStar New Media Ltd but reasonable use of them outside the context of this web project may be permitted on application to NorthStar New Media Ltd.

Stock photography and graphics licensed on the client's behalf by NorthStar New Media Ltd will remain the subject of their own copyright and ownership agreements. Programming and code related to library or bespoke web applications will remain the property of NorthStar New Media Ltd and the client will retain the right to use such routines "as is" only. The client may not re-use, re-purpose or distribute any such code licensed to them by NorthStar New Media Ltd in the course of this project.

Updated work will be uploaded at regular intervals and notification by email will be sent and will be deemed to be approved after 7 days if no comments are received. Additional effort requested on work after it has been subject to the agreed sign-off procedure may be chargeable in addition to the agreed quoted cost.

It is usual for us to transfer existing domains to our preferred host server. The client will remain the owner of the domain with NorthStar New Media Ltd acting as the registered administrator. Invoicing for domain name renewals must be settled within the terms of the invoice. Failure to do so may result in a loss of the domain name and effort required to re-instate the site will be subject to independent and additional invoicing. Domain names and any associated web space are renewed annually and invoiced in advance to the client by NorthStar New Media Ltd. We must receive payment for these services by the date stated on the invoice. Failure to do so may result in a loss of the domain name and effort required to re-instate the site will be subject to independent and additional invoicing. To cancel domain names and/or web space, we require a minimum notice of 28 days before the annual expiration date.

Maintenance contracts are an optional service offered by NorthStar New Media to ensure cost effective ongoing support and promotion of the client's website and are agreed with the client prior to launching the website. Any work undertaken under the terms of the maintenance contract is subject to a 24 hour response time starting from the time the request is received. This response will normally represent execution of the task in the case of minor amendments which would fall within the available maintenance time: for larger tasks the response may be dialogue to agree a mutually suitable time

frame for the execution of the work. All maintenance contracts are invoiced monthly or quarterly (as agreed) and in advance.

Additional maintenance requirements beyond the agreed monthly limit will be subject to invoicing at the prevailing rate. However, at the discretion of NorthStar New Media Ltd, time may be taken in advance from the following month's allowance up to a total not exceeding the maximum allowance for the month ahead. Further maintenance requests beyond this (in the same month) will be subject to invoicing at the prevailing rate, with any requests for the following month also being subject to additional invoicing.

Unused monthly maintenance will be added to the next month's allowance. The maximum number of accrued hours will remain at the discretion of NorthStar New Media Ltd. We will endeavour to attend to any requests received beyond the original monthly limit (but within the accrued maintenance time) as quickly as possible but work requests falling into this category will be subject to NorthStar New Media Ltd's normal work scheduling procedures.

Billing for registration of domains and Web space will occur once they are set up and must be settled within 7 days. Billing for site construction and year one set up costs is usually invoiced on or near completion of the site. If a delay to the completion of the site occurs as a result of indecision or failure of attempts to make contact, or additional work requests are made, a proportion of billing may occur in advance, usually at month end. Large projects may be subject to stage payment according to a mutually acceptable schedule agreed between NorthStar New Media Ltd and the client. If payment for services or domains is not received within the terms of this agreement NorthStar New Media Ltd reserves the right to suspend a client's website and any email boxes associated with the domain.

Payment for settlement of invoices (other than domain and web space) is required within 30 days of the date of the invoice. All prices quoted are subject to VAT and are valid for 60 days from the issue of the quotation.

The client must take reasonable precautions to ensure that any website or email passwords are not discovered by other people and must not divulge these details to anyone else. For security reasons, NorthStar New Media Ltd will not, under normal circumstances, divulge ftp login details relating to the client's domain to the client. Should it become necessary for the client to have this information a further agreement may be issued clarifying the client's rights and responsibilities under these circumstances. New Media Ltd will protect the privacy of all clients and will not share any names or contact details with any third parties. NorthStar New Media Ltd will regard all conversations, emails, documents and materials supplied by the client as confidential.

NorthStar may outsource some services to a third party service provider should this be deemed necessary to the optimisation of the level of service provided. This is usually the case with hosting and domain registration, and NorthStar will usually only recommend or outsource service providers with whom we have previous positive experience. Should it be requested (or be a requirement enforced) that NorthStar should use a service provider who we do not have previous experience with, we cannot take responsibility for the quality of the service provided. Where services are provided by recommended third-parties we similarly cannot take responsibility for the quality of service provided, but we will endeavour to ensure that any recommendations are adequately researched or backed up with previous positive experience, and only compatible and suitable services are recommended. Should any service providers operating as a third party show an unacceptably large and/or sustained reduction in quality of service, NorthStar may be in a position to assist with arranging re-assignment of services to a new provider. Identification of reduction in or lower than required and/or expected levels of quality of third party services recommended by NorthStar may not be the responsibility of NorthStar unless otherwise agreed.

NorthStar New Media Ltd reserves the right to update and amend these terms and conditions at any time without notice.