



Web design Terms and Conditions

1.1 As your acceptance of these terms and conditions of service by placing an order with WebCare Media.

1. Definitions

1.1 In this Agreement the following words and meanings in detail.

1.1.1 "Demonstration" or "Demo" means a non Development version of the website developed in accordance with the specifications;

1.1.2 "Development" means a Development version of the website incorporating the required changes to the Demonstration version;

1.1.3 "Parties" means WebCare Media and the Client both;

1.1.4 "Specifications" means the specifications for the Website set out in the Order Form;

1.1.5 "Develop" means to design, write, build and programme the multimedia and internet products.

1.1.6 "Maintenance Fees" means that part of the Fees attributable to the Maintenance Services as set out in the Order Form;

1.1.7 "Cancellation Fees" means the sums payable by the Client in the event that it decides not to proceed with the Package as set out in the Order Form;

1.1.8 "Final Version" means the final version of the Website prepared in accordance with the Specifications and ready for live installation such that the website will be publicly available on the internet on the agreed domain;

1.1.9 "Hosting Services" means the services required for the Website to be connected to the Internet and to be provided by Leon media;

1.1.10 "Bug" means any fault, error or malfunction in software which materially affects the operation of that software;

1.1.11 "Virus" means a self replicating computer program which is designed to cause or which is likely to cause damage to the user's files and/or annoyance to the user;

1.1.12 "Materials" means source materials provided by the Client to be incorporated where appropriate in the Website during its development including without limitation those listed in the Order Form;

1.1.13 "Intellectual Property Rights " means Copyright, Design Rights, Registered Designs, Trademarks, Patents, and Confidential Information and Ideas and Moral Rights and all other rights whatsoever of a like nature world wide whether those rights are registered or not;

1.1.14 "Maintenance Services" means the services for the maintenance of the Website, if required, as more specifically described in the Order Form and not relating to web hosting services;

1.1.15 "Website" means the interactive, computer based online information transaction and communication product or service accessible and operated via a telecommunications connection to the internet whose Development shall be in accordance with the Specifications;

1.1.16 "order form" means either an email confirming services required or a completed form confirming services required;

1.2 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.3 The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

2. Operative Provision

In consideration of the payment by the Client to Webcare Media of the Fees Webcare Media agrees to provide the Package in accordance with and subject to these terms and conditions.

3. Obligations of Webcare Media

Leon media shall:

3.1 complete the Development of the Website;

3.2 provide the Hosting Services where purchased and specifically mentioned on the order form in accordance with the Webcare Media web hosting terms and conditions;

3.3 grant to the Client the non-exclusive right and licence to use the Website Materials;

4. Development

The Development shall be as follows:

4.1 Design Phase

4.1.1 Webcare Media shall develop and deliver to the Client the Demonstration version;

4.1.2 Upon delivery of the Demonstration Version, the Client shall request in writing any changes required to the Demonstration Version after which period Webcare Media shall inform the Client, in its reasonable opinion, of which amendments it shall consider acceptable, appropriate and technically feasible and Webcare Media shall incorporate such amendments into the Development Version;

4.2 Final Phase

4.2.1 Webcare Media shall Develop and deliver to the Client the Development Version;

4.2.2 Upon delivery of the Development Version, the Client shall within 14 days request in writing any changes required to the Development Version after which period Webcare Media shall inform the Client, in its reasonable opinion, of which amendments it shall consider acceptable, appropriate and technically feasible and Webcare Media shall incorporate such amendments into the Final Version;

4.3 Webcare Media reserves the right to charge further sums in addition to the Fees for amendments requested by the Client under Clauses 4.1 and 4.2 which go beyond the Specification. Such additional Fees will not be charged without prior written notice;

4.4 Webcare Media shall deliver the Final Version incorporating the agreed amendments to the Client;

4.5 Upon completion and delivery of the Final Version shall provide the Hosting Services where purchased and specified in accordance with the Webcare Media web hosting terms and conditions;

5. Maintenance

5.1 Upon delivery of the Final Version and for a period of 12 months thereafter, Webcare Media shall provide the Maintenance Services and the Client shall pay the Fees. Inclusive Updates / adjustments are classifiable as work taking no longer than 45 minutes and are only offered if specified in the quantity on the order form. Extra time for work may be charged for at £25 an hour. Maintenance includes an annual licence as described in these

terms for one year.

5.2 Thereafter the Client shall be entitled to request that Webcare Media continue to provide the Maintenance Services at the then prevailing rates and for such period as the Parties shall agree.

5.3 The Maintenance Services shall not include providing a server or server connection. Webcare Media registration includes a cross link scheme executed at Webcare Media discretion. The final version will include a discreet 'designed by Webcare Media link or similar.

6. Client Obligations

The Client will co-operate with and act in good faith towards Webcare Media and provide on request the Materials in the format that Webcare Media requests, including all those necessary to maintain the Website and enable Webcare Media to carry out its obligations hereunder.

7. Payment and Cancellation

7.1 The Client shall pay Webcare Media 20% of the agreed development fee upon acceptance of the quotation unless otherwise agreed. Upon completion and delivery of the Final Version Webcare Media shall issue an invoice for the balance. The Client shall pay Webcare Media the balance of the Fees including the Maintenance Fees within 14 days of receipt of a valid invoice in consideration of the supply to it of the Package, the Maintenance Services and the full right to resell the products provided that the Fees are paid to Webcare Media.

7.2 Webcare Media shall be entitled to charge interest on any overdue payment at the rate of 8% per annum above the base rate of the Bank of England from time in force.

7.3 Webcare Media shall be entitled to immediately restrict, suspend or terminate without notice, the Client's access to and use of the Website upon breach of any part this agreement whatsoever including without limitation the non-payment of any sums as and when they fall due until payment is made in full.

7.4 If the Client cancels an order at any time prior to final delivery Webcare Media shall be entitled to its reasonable losses and expenses incurred to the date of cancellation.

8 Intellectual Property Rights / Confidential Information

8.1 All Intellectual Property Rights of whatever nature in material devised by Webcare Media including all software code written by Webcare Media and its employees will vest in and belong to Webcare Media free of any interest of the Client or any third parties. The Client will do such acts as

Webcare Media may reasonably require in order effectively to vest such rights in Webcare Media or to evidence the same;

8.2 Webcare Media hereby grants a nonexclusive royalty free annually renewable licence to the Client to use the Intellectual Property Rights for the purposes of this agreement throughout the world which licence shall take effect on receipt by Webcare Media of all Fees due under this Agreement save for the Maintenance Fees;

8.3 The Client hereby grants to Webcare Media a nonexclusive royalty free licence to use the Materials for the purposes of this Agreement;

8.4 The Client hereby warrants that it has or has obtained all necessary rights, permissions and licences for the use of the Materials supplied to Webcare Media and that it is fully entitled to grant to Webcare Media the rights in clause 8.3 above;

8.5 The Client undertakes to Webcare Media to indemnify and hold harmless Webcare Media in full and defend at its own expense Webcare Media against all costs and losses whatsoever and howsoever incurred by Webcare Media its servants or nominees arising out of any claim made against it or any of them in any jurisdiction in the world for infringement of any Intellectual Property Rights in the Materials;

8.6 The Client further warrants that all material that it supplies to Webcare Media is free of defamatory and other legally restricted material and it warrants that it shall fully indemnify and defend at its own expense Webcare Media against all costs and losses whatsoever incurred by Webcare Media its servants or nominees as a result of any claim made against it or any of them in any jurisdiction in the world as a direct or indirect result of the breach of this Clause;

8.7 Each party undertakes with the other that it will keep secret and confidential the terms of this Agreement and any information supplied by either party in connection with this Agreement or in connection with the business of the other party and in connection with the Website ("the Information") and shall only disclose the Information or any part thereof (except to its own employees and then only on a need to know basis) with the other party's prior written consent PROVIDED THAT this Clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to this Agreement or which is in the public domain (other than as a result of a breach of this Clause);

8.8 Notwithstanding the provisions of this clause 8, Webcare Media shall be afforded full and reasonable credit on the Website as the Developer and designer of the Website;

8.9 Notwithstanding the provisions of this clause 8, Webcare Media shall be entitled to refer, in the course of promoting or demonstrating Webcare Media, to the Website and involvement in the design, Development and as the provider of the package.

9. Bugs and Viruses

9.1 All software created by Webcare Media is checked for Viruses using AVG Antivirus and Webcare Media accepts no responsibility for and bears no liability for any viruses discovered subsequent to Webcare Media delivery of the Final Version to the Client.

9.2 Webcare Media recommends that all software created by Webcare Media is checked for Bugs and will use its reasonable endeavours to check for Bugs provided only that this is provided for in the Budget but accepts no responsibility for and bears no liability for any Bugs discovered subsequent to Webcare Media delivery of the Final Version to the Client.

10. Materials

On receipt of the Final Version the Client agrees to arrange for the collection of all Materials incorporated in the Final Version and other materials provided by the Client. If these are not collected within 2 months of delivery of the Final Version Webcare Media reserves the right to dispose of them on giving to the Client not less than fourteen days notice.

11. Data Protection Act

The Client undertakes that it will not collect data from or via the Website without obtaining the appropriate registration and otherwise complying with its obligations under the Data Protection Act or equivalent legislation and that it will not collect any data from the Website without giving sufficient prior written notice to Webcare Media to apply for like registration.

12. Betting, Gaming and Lotteries Act

The Client undertakes that it will not use the Website for competitions within the meaning of the Betting Gaming and Lotteries Act 1963 or the Lotteries and Amusements Act 1976 and the Betting and Gaming Duties Act 1981 without full prior consultation with Webcare Media and first obtaining licenses under those Acts or any amending legislation.

13. Financial Services Act

The Client undertakes that it will not carry on or purport to carry on investment business through the Internet or advertise such services unless authorised to do so under the Financial Services Act 1986 and the Client further undertakes to comply with the provisions of the Financial Services Act 1986 or any other legislation regarding financial services in force at the time of this Agreement or subsequently in all other respects.

14. Obscene and Defamatory Material

Leon media gives no warranty or guarantee and explicitly and unequivocally excludes all responsibility and liability for all and any information and material contained on or within the Website or on the Internet as a result of Webcare Media providing the Package and services, whether such

information or material is included by the Client personally, by any third party or by Webcare Media on the instructions of the Client. Webcare Media shall have no liability to any person and the Client shall indemnify and hold harmless Webcare Media in respect of all such information and material including without limitation any material that is offensive, obscene, defamatory or inflammatory.

15. Telecommunications and Broadcasting

The Client undertakes that it will obtain all necessary licences under Indian Telecommunications and Broadcasting Legislation and that it will comply in every respect with such legislation.

16. Competition

The Client agrees and accepts that it may be subject to European and Indian law on anti-competitive practices including without limitation abuse of a dominant position and concerted practices. The Client undertakes to Webcare Media that it will not, in respect of the Package or the Website, enter into any agreement that has as its object or effect the restriction of competition within the Indian will it at any time seek to abuse a dominant position within its relevant market, unless such activity is specifically permitted by law.

17. Indemnity

Without prejudice to Clauses 11, 12, 13, 14, 15 and 16 above the Client undertakes that it will obtain all necessary licenses and permissions required throughout the world for any and all activities that it conducts through the Internet and that it will indemnify Webcare Media against all actions, claims, costs (including legal costs and expenses properly incurred), damages, demands or liabilities brought against or suffered by Webcare Media as a result of any breach by the Client of its obligations under this Agreement.

18. Termination

18.1 If the Client decides not to proceed further with the Package at any time it shall pay to Webcare Media the Cancellation Fees of 70% of the total of the complete package ordered.

18.2. Webcare Media shall be entitled to immediately restrict, suspend or terminate without notice the Client's access to and use of the Website and or terminate this agreement upon the Client's breach of any part this agreement whatsoever including without limitation the non-payment of any sums as and when they fall due.

18.3 Webcare Media will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of such party including without limitation Internet outages, communications

outages, fire, flood, war or act of God.

19. General

19.1 These terms constitute the whole and only agreement between the Parties and shall apply to the exclusion of all other terms or conditions of contract.

19.2 Nothing in these terms shall be deemed to constitute a partnership or agency relationship between the Parties and neither of the Parties shall do or suffer to be done anything whereby it may be represented as a partner or agent of the other party.

19.3 If at any time any part of these terms and conditions is or becomes unenforceable, such part will at Webcare Media option be construed as far as possible to reflect the parties' intentions and the remainder of the provisions will remain in full force and effect.

19.4 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of rights operate as a waiver of any subsequent breach of this Agreement.

19.5 Neither Party shall assign the benefit or burden of this Agreement without the prior written consent of the other Party.

19.6 shall be considered the place of first publication of any material on the internet or Website.

19.7 These Terms and Conditions are made and shall be construed in accordance with the laws of England and you the Parties submit to the - exclusive jurisdiction of the English courts.

20. Liability

20.1 Webcare Media shall not be liable for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

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