

Terms & Conditions

The following Terms and Conditions of Service apply to all products and services provided by Opening Doors Limited. All work is carried out by Opening Doors Limited on the understanding that the client has agreed to Opening Doors Limited's terms and conditions. Copyright is retained by Opening Doors Limited on all creative, consulting and design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by Opening Doors Limited as fulfilling the contract. All other designs remain the property of Opening Doors Limited, unless agreed in writing that this arrangement has been changed.

Project Acceptance

At the time of proposal, Opening Doors Limited will provide the customer with a written estimate or quotation based on the scope of work known at that point in time. The Terms and Conditions can be read on Opening Doors Limited website.

A copy of the written estimate or quotation should be returned to Opening Doors Limited to indicate acceptance. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Opening Doors Limited' terms and conditions. No work on a project will commence until either document has been received by Opening Doors Limited.

There are some circumstances where you may be charged a higher price than was quoted. These are:

- i) if third parties raise their prices before delivery resulting in us incurring higher costs ourselves;
- ii) if any delay on your part leads to increased costs;
- iii) if you make any changes to the specification on which our quotation was based which result in higher costs;
- i) if you want proofs in colour (unless we include this in our quotation);
- iv) if we have to handle or store any materials which you supply;
- v) if there are any changes in the law which result in extra costs for work that we have already quoted.

Charges for Other Services

Charges for any additional services over and above those estimated, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

Outlays for materials or expenses such as travel and accommodation are not included in our quotations or fee estimations and will be charged and invoiced as incurred. Details of our standard mileage rates will be given in our proposal at the date of issue to the client.

Our costs as quoted do not include VAT which will be levied at the rate in force at the time of invoicing.



Payment

Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 10% per month of the outstanding amount.

Payments may be made by cheque, or (for overseas customers), Pound Sterling International Money Order or previously agreed electronic funds transfer.

Publication and/or release of work done by Opening Doors Limited on behalf of the client, may not take place before cleared funds have been received.

Returned cheques will incur an additional fee of £50 per returned cheque. Opening Doors Limited reserves the right to consider an account to be in default in the event of a returned cheque.

Default

An account shall be considered default if it remains unpaid for 31 days from the date of invoice, or following a returned cheque. Opening Doors Limited shall be considered entitled to remove Opening Doors Limited' 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, data, analysis and reports, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Opening Doors Limited reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Licensing

Any design, copywriting, illustration, concepts or code created for the customer by Opening Doors Limited, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Opening Doors Limited and any of its relevant sub-contractors.

All design work - where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Opening Doors Limited will not be held responsible for any and all damages resulting from such claims. Opening Doors Limited is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Opening Doors Limited responsible for any such loss or damage. Any claim against Opening Doors Limited shall be limited to the relevant fee(s) paid by the customer.

Copyrights and Trademarks

By supplying text, images and other data to Opening Doors Limited for inclusion in the customer's website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Opening Doors Limited on behalf of the customer, will remain the property of Opening Doors Limited and/or its suppliers.

The customer may request in writing from Opening Doors Limited, the necessary permission to use materials (for which Opening Doors Limited holds the copyright) in forms other than for which it was originally supplied, and Opening Doors Limited may, at its discretion, grant this. Such permission must



be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to Opening Doors Limited, the customer grants Opening Doors Limited permission to use this material freely in the pursuit of the design.

Should Opening Doors Limited, 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 Opening Doors Limited to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Opening Doors Limited 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.

Alterations

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

The customer also agrees that Opening Doors Limited holds no responsibility for any amendments made by any third party, before or after the project.

Data Formats

The client agrees to Opening Doors Limited's definition of acceptable means of supplying data to the company.

Text is to be supplied to Opening Doors Limited in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by Opening Doors Limited via CD-ROM, or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and Opening Doors Limited will not be held responsible for any image quality which the client later deems to be unacceptable. Opening Doors Limited cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

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

Project Duration

Any indication given by Opening Doors Limited of a project's duration is to be considered by the customer to be an estimation. Opening Doors Limited cannot be held responsible for any project overruns, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Opening Doors Limited for the initial payment or by date confirmed in writing by Opening Doors Limited.

Rights of Access for Website Construction

The client agrees to allow Opening Doors Limited all necessary access to computer systems and other locations, as required, in order to complete a project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow



Opening Doors Limited access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to supply Opening Doors Limited with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Project Completion

Opening Doors Limited considers the project complete upon delivery to client. Other services such as printing or website uploading, publishing etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

Website design only

Once web design is complete, Opening Doors Limited will provide the customer with the opportunity to review the resulting work. Opening Doors Limited 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 Opening Doors Limited by e-mail and confirmed by post.

Opening Doors Limited will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

Hosting websites

Opening Doors Limited does not offer in-house hosting services. Opening Doors Limited can only suggest possible sub-contractors and does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Opening Doors Limited may request that clients change the type of hosting account used if that account is deemed by Opening Doors Limited to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees due to the hosting organisation are the responsibility of the client and Opening Doors Limited are not liable for their payment.

Website Artwork Servers

Opening Doors Artwork Servers and the files held on them are the sole property of Opening Doors Limited. Any invoices or charges made for web services in conjunction with Artwork Servers or websites/web pages, are related only to Opening Doors hourly rate for services. Opening Doors clients do not have any right of ownership of the server or its contents. Opening Doors cannot be held responsible for any incorrect artwork or files downloaded from the server, it is the clients responsibility to ensure all documents are correct at the time of downloading.

Opening Doors has the right to shut-down any artwork server or website/web page at anytime without notice or warning, and does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. It is the responsibility of all clients to backup any documents/files to their local machines. Opening Doors cannot be held responsible for any loss or damages due to the failure of the artwork servers or website/web pages.

Domain Registration

Opening Doors Limited cannot guarantee the availability of any domain name. Where Opening Doors Limited is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.



Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, Opening Doors Limited cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added. Unless agreed, Websites designed and developed by Opening Doors will NOT be submitted to any search engines.

Design Credits

The customer agrees to allow Opening Doors Limited to place a small credit on printed material exhibition displays, advertisements and/or a link to Opening Doors own website 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.

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

Rights of Refusal

Opening Doors Limited will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Opening Doors Limited also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Opening Doors Limited does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Opening Doors Limited to remove the contravention without hindrance, or penalty. Opening Doors Limited is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Opening Doors Limited will need formal notification in writing to the company's postal address. The client will then be invoiced for all work that has been completed and not invoiced for. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Opening Doors Limited within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

Opening Doors Limited makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Opening Doors Limited will not be held responsible for any and all damages resulting from products and/or services it supplies. Opening Doors Limited is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold Opening Doors Limited responsible for any such loss or damage. Any claim against Opening Doors Limited shall be limited to the relevant fee(s) paid by the customer.

Opening Doors Limited reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Opening Doors Limited will not knowingly perform any actions to contravene these and the client also agrees to be so bound.



General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Opening Doors Limited reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Quotation and Terms and Conditions

The placement of an order for any services offered by Opening Doors Limited and validated by the customer's signature on the quote or by return of email quotation, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Opening Doors Limited.

