

TERMS AND CONDITIONS

These are the general terms and conditions which apply to all our contracts. These terms, together with the more specific terms which we agree with you in writing relating to each project provide the complete and exclusive terms and conditions of each contract we make with you.

They contain certain matters effecting rights and liabilities and you are advised to read them.

INTERPRETATION

In these Terms:

"the Company" means Opening Doors Limited

"the Customer" means the party to whom the products or services are supplied by the Company

"Contract" means any quotation or signed contract or estimate of the Company any order accepted by the Company and these Terms

"Customer Property" means the Customer's original artwork samples software files or other materials supplied to the Company

"Intellectual Property Rights" means all patents trade and service marks registered and unregistered designs, copyright, know-how, confidential information, trade or business names, applications for the foregoing and any other similar protected rights

"Products and Services" means the products and or services supplied under the Contract

"Third Party Creative Works" means photography illustrations or other contracted third party creative services or products

"Approved credit accounts" means companies with turnover in excess of £3million can apply for and have been accepted for extended credit terms.

No other statements (written or verbal) are part of the contract, unless we have expressly agreed otherwise with you in writing. We will not accept any responsibility for any representation made to you before entering into any contract with you unless it is set out in the specific terms relating to that contract.

(Please note: for ease of reference, each contract we make with you is referred to throughout these General Terms and Conditions as 'the contract'.)

1. SERVICES

We will at all times provide an adequate number of suitably qualified and experienced staff (including contract staff where necessary) to provide the services. We shall be responsible for bearing all the wages, salaries and other employment costs of such staff.

2. PAYMENT

Unless otherwise specifically agreed between us both in writing, our charges will be invoiced at the times, and in respect of the services, specified in our proposal/quotation. As a default we will invoice weekly in arrears for work completed the previous week.

We will invoice you in advance for the cost of materials and other major disbursements.

If you ask us to suspend or delay a job we will send you an up-to-date invoice for a reasonable proportion of the full contract price based upon the value of the work already done.

All invoices must be paid within 30 days of the invoice date. If any payment is not made within 30 days of its due date, we reserve the right to suspend, or at our option cancel all our contracts with you immediately, and/or charge you interest at 4% above base rate for the time being of National Westminster Bank Plc, after as well as before any judgement.

Interest will be compounded every two months and will be calculated from the due date until the actual date when cleared funds are received in our bank account , inclusive.

We prefer payment by BACS into our bank account the details of which are as follows:

National Westminster Bank Plc

High Street

Congleton

Cheshire

Sort code: 60 06 10

Account number: 28588045

3. OUR EMPLOYEES

We both agree not to approach any of each other's employees with an offer of employment, either during the course of the contract or for at least one year after termination, unless:

- i) the prior written consent of the other party has been given, or;
- ii) the offer of employment results from a response by the employee to a public advertisement, or
- iii) the person concerned has taken no part in the discussions/negotiations leading to the contract or in its operation.

If either of us breaches this provision, the offending party will pay the other a sum equal to six months' salary of the employee concerned (this being a genuine pre-estimate of the other's loss).

4. ADVERTISING STANDARDS

We abide by rulings of the Advertising Standards Authority and comply with the British Code of Advertising Practice (and other codes of advertising standards) to ensure that all the advertising we create and place (in all media) is legal, decent, honest and truthful.

To help us satisfy the requirements of these codes (or any statutory requirements) you agree to give us objective factual evidence for any claims you wish us to make about your product or services.

If you ever have any doubts about the validity of any claims that we make in copy about your product or service, you must tell us immediately. No copy should be inaccurate (or indeed misleading) in any way and you must accept responsibility for the accuracy of the copy that you approve. (See liability).

We will not produce anything, which in our view is offensive, illegal or defamatory.

5. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

The Company shall retain the copyright in any material contained in any presentation made in competition with any other agency in the event of its presentation being unsuccessful or any other material produced speculatively by the Company and not used, whether or not in competition with another agency.

Title to and ownership of all materials, Intellectual Property and moral rights in any work undertaken by the Company shall subject and without prejudice to the other terms set out herein at all times belong to the Company until all invoices relating to the all services have been paid in full by the Customer.

Third Party Creative works remain the Intellectual Property of the third party supplier or as agreed by the third party supplier and the Company. The Customer shall be entitled to use such works for the purposes supplied under the Contract on payment of the agreed fees but this does not transfer Intellectual Property in the Third Party Creative Works. Additional usage or transfer of Intellectual Property in Third Party Creative works outside of the Contract will not be unreasonably withheld by agreement with the Company or by a fee agreed with the Company.

5.1 Software title

It is the standard practice of Suppliers of computer software products or copies thereof ("proprietary software") to retain title to the Intellectual Property therein. The limit of the right or interest in any such proprietary software which the Customer shall receive shall be such right or licence to use or enjoy such proprietary software as may be permitted or conferred by the Company or by the owner of the Intellectual Property therein and shall be subject to the Supplier's terms and conditions relating to such use a copy of which is available from the Company on request.

The Company shall have no liability to the Customer in the event that any proprietary software supplied by the Company infringes the rights in Intellectual Property of a third party.

The Company's liability to the Customer in respect of any claim that software created by the Company (not being proprietary software) and supplied to the Customer infringes the rights in Intellectual Property of a third party shall be determined by the provisions of the licence issued by the Company to the Customer in respect of such software and shall be conditional upon the Company having sole control of the defence and all negotiations for settlement or compromise of any such claim.

The Customer accepts sole responsibility for any claim of copyright infringement brought by a third party against the Customer's use of Third Party Creative works outside of that permitted by the Company and indemnifies the Company for any losses or expenses it suffers (including legal costs) in relation to any such claim.

Where the Customer provides facts images and/or sound ("works") that are to be reproduced by the Company or used in the completion of an order the Customer warrants that it is the proper holder of all copyrights attaching to those works.

Each party will indemnify the other against all costs, claims, demands, expenses and liabilities arising out of or in connection with any claim that the normal use or possession of the Products or Third Party Products by the Customer (whether used separately or in combination) infringes the Intellectual Property Rights of any third party.

5.2 Software license

The Customer shall be entitled to the non-exclusive use of the Company's Software supplied under the Contract subject to the following:-

When the Company supplies Software or other computer-based materials it will deliver executable code that the Customer will have full rights to use subject to these Terms.

The Intellectual Property vested in the Software remains the property of the Company.

Customer is hereby granted a perpetual non-exclusive licence to use and maintain the application.

The use shall be restricted to that for which the Software is supplied. No Licence is granted for general reproduction resale or transmission.

The Customer may not modify, adapt, rent, sell or create derivative works based on the Software in whole or part without the Company's express written authority.

The Customer will observe and comply with any Licences provided with the Company's Software.

The Customer shall only be entitled to use Third Party Software supplied under the Contract in accordance with the Terms of the Licences for that Software.

5.3 Important Information

At any time during or any time after the business relationship, title to and ownership of all materials, Intellectual Property and moral rights of any nature in any work undertaken by the Company shall belong to the Company until all invoices relating to all services have been paid in full by the Customer.

The company shall be entitled to a general lien on all property of the customer in the Company's possession until all sums due and payable to the Company by the customer have been paid.

The Company reserves the right to withdraw any services (including web services), withhold any customer data or materials of any nature until all outstanding monies are collected.

We will retain the copyright and other intellectual property rights in all work that we do for you, including software and any brand names and logos etc. that we devise. If we obtain material for you from a third party, all such rights remain with them.

If you wish to use any of these rights after the contract is completed and provided that you have fulfilled all your obligations under the contract, we can make arrangements to licence such rights to you.

Arrangements for any original illustrations, photos etc. that we commission on your behalf normally cover one use only for the campaign as briefed.

We will accept responsibility for any third party claims against you arising from material created or supplied by us for infringement of copyright, or other intellectual property rights provided that:

- i) you immediately inform us if you discover a likely infringement;
- ii) you accept that we (solely) handle any legal repercussions;
- iii) you follow our instructions and provide any assistance we may need to make our case;
- iv) you have not acted negligently (or recklessly) in the use of the material.

However, we accept no liability whatever for material that you supply or specify and it is your responsibility entirely to ensure that it is free of copyright or any other intellectual property right restrictions.

If we are ever held responsible for any copyright or other intellectual property right infringement, we may at our own expense and option either:

- i) pay for the right to continue using the material; or
- ii) make any alterations or substitutions which are necessary to conform with copyright or other intellectual property right requirements.

6. OTHER RIGHTS

All materials that we use (or produce) to undertake the contract for you remain our property at all times. We are therefore free to use, efface or dispose of them as we wish, unless you request otherwise and we make special arrangements with you in writing.

7. PRICE

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) iv) 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.

Our quoted prices do not include VAT (or any other sales related tax) or delivery, which will be added at the appropriate rate.

8. CONFIDENTIALITY

Our business relationship together is based on mutual confidentiality.

We both agree to keep all information about the other's business affairs entirely confidential.

All information regarding each other's business affairs or regarding any associated company will be regarded as confidential information unless:

- i) it is or becomes public knowledge other than by default of either party or breach of our contract; or
- ii) when received from the other, such information was already in the possession of the recipient party and was not received under a duty of confidence; or
- iii) it is obtained by the recipient party from a third party having no duty of confidence to the other party with respect thereto, provided that the recipient party has no reason to believe that the said third party had unlawfully acquired such information.

Each of us will retain in confidence all confidential information supplied to the other, or which is made available to either party, or comes into either party's possession as a result (directly or indirectly) of the operation of this contract.

Neither of us shall use such confidential information or disclose any part of it to any third party other than those directors, officers, employees and agents of the recipient party who need to receive such information for the purposes of the contract and then only to the extent necessary.

Each party will be responsible for ensuring compliance by it with the applicable provisions of the Data Protection Act 1984.

We both agree to take all due care and to do everything possible to ensure that our employees, agents and subcontractors adhere to this obligation of confidentiality.

9. PERFORMANCE

All times and dates given for the performance of services are approximate, unless one of our Board Directors signs an assurance in writing to say otherwise.

10. LIABILITY

Subject to the terms set out below the Company warrants:-

That the Products will correspond with their Specification at the time of delivery and be free from defects in material and workmanship and; the Services will be provided with reasonable skill and care.

The Company shall not be liable under the above warranty:-

Unless a claim for a defective Product is made within 10 days of collection by the Customer or delivery by the Company of the Products by returning all the Products in question with a copy of the written order.

In respect of any defect or fault arising from fair wear and tear wilful damage negligence abnormal storage or working conditions. Failure to follow the Company's instructions misuse or use of the Products by inexperienced or untrained persons.

If the total price for the Contract has not been paid by the due date for payment. In respect of Third Party Products or materials in which the Customer shall only be entitled to such warranty as is given by the Third Party Supplier to the Company.

Subject as expressly provided in these Terms all warranties conditions or other Terms implied by statute or common law are excluded to the fullest extent permitted by law.

Where any valid claim in respect of any of the Products which is based on any defect in the quality of the Products or the failure to meet specification is notified to the Company in accordance with these Terms the Company shall be entitled to replace the Products (or the part in question) free of charge or at the Company's sole discretion refund to the Customer the price of the Product (or a proportional part of the price) but the Company shall have no further liability to the Customer.

Except in respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any indirect special or consequential loss or damage (whether for loss of profit or

We accept liability for direct physical damage to your tangible property due to our negligence and that of our employees in performing the contract, providing that our total liability shall not exceed the total fees paid to us in the twelve months immediately preceding the notification by you of any such claim.

We shall be liable for any inaccuracies in the services where such inaccuracies arise as a result of any error or omission on our part but such liability shall be limited to the correcting of such error or omission and the re provision by us of the affected services.

Subject to the provisions outlined in this section, our liability under or in connection with these General Terms and Conditions or any contract, for loss and damage to you shall in no circumstances whatsoever exceed the total payments made by you under the contract or under these General Terms and Conditions during the twelve months immediately prior to notification of any such claim whether such liability arises prior to notification of any such claim whether a) in contract or b) in tort or (c) otherwise howsoever and whether caused by breach of a fundamental or other term of these General Terms and Conditions or the relevant contract.

Except to the extent of our liability as expressly provided herein, you are liable for and shall indemnify us against and from any and all losses, damages, costs and penalties arising out of any claim, action or other proceedings by any person (including but not limited to your employees, customers, agents and representatives) resulting from the provision of such services.

We shall not be liable to you for any consequential or indirect loss or loss of profits however caused.

11. FORCE MAJEURE

Neither party is liable to the other for failure to perform the obligations described in the contract if the failure is due to unforeseen circumstances which are beyond its reasonable control.

Some examples of unforeseen circumstances (but not a complete list) are war, riot, explosion, abnormal weather, an act of God, fire, flood, strikes, lock-outs, government action or regulations (UK or otherwise), delay by suppliers, accidents, shortages of materials, labour or manufacturing facilities.

If Force Majeure occurs the party claiming to be affected by Force Majeure circumstances shall promptly notify and advise the other party and the parties shall forthwith meet to consider the most appropriate course of action to be taken in the circumstances.

12. TERMINATION

Either of us can terminate the contract at once, in writing, if the other breaches any of its terms and fails to remedy the breach within 30 days of receiving notification in writing specifying the breach.

Either of us can also end the contract immediately by giving notice in writing, if the other:

- i) convenes a meeting of its creditors:
- ii) becomes insolvent; or
- iii) is unable to pay its debts; or
- iv) has an administrative receiver (or receiver, or administrator) appointed over its assets or business; or
- v) is the subject of a winding up petition.

At the end of the contract, each of us will (if requested by the other) return or destroy all copies and other documents which form part of any software, and any other documentation which the other has provided in the course of the contract. Each of us must do this within seven days of receiving a written request from the other and confirm in writing that it has been done. Termination of the contract will have no affect on any rights of either party which arise on or before termination.

13. DISPUTES AND PROPER LAW

Any dispute which may arise between the parties concerning the contract shall be determined as follows;

- i) if the dispute shall be of a technical nature concerning matters of computing or data processing or any similar or related matter then such dispute shall be referred for final resolution to an expert nominated jointly by the parties, or failing such nomination within 14 days, nominated at the request of either party by the Chairman for the time being of the Computing Services Association. Such nominee shall be deemed to act as an expert not as an arbitrator and his decision shall (in the absence of manifest error) be final and binding on the parties. His fees for so acting shall be borne by the parties in equal shares unless such expert shall determine that the conduct of either party is such that one party should bear a different proportion of such fees.

- ii) in any other case the dispute shall be determined by the High Court of Justice in England and the parties hereby submit to the exclusive jurisdiction of that court for such purpose.

14. NOTICE

Any notices to be given by either of us under the contract, should be personally delivered, or sent by fax or by first class post to the address of the other set out in the contract (or such other address as may be notified in writing by one party to the other from time to time).

A notice will be deemed to have been served:

- i) at the time of delivery (if personally delivered);
- ii) 12 hours after transmission (if sent by fax);
- iii) 48 hours after posting (if posted).

15. WAIVER

Any delay, neglect or forbearance in enforcing any term or condition will not be deemed a waiver of contractual rights, nor will it have any prejudicial effect on the party entitled to enforce that term or condition.

16. LAW

This contract is to be construed in accordance with and governed by English Law.

17. ASSIGNMENT

Neither of us shall assign or transfer any of our respective rights or obligations under the contract without obtaining consent from the other, in advance, in writing. Except as herein provided neither of us shall hold ourselves out as agent or legal representative of the other or as having any authority or right conferred upon us by the contract to assume any obligation of any kind expressed or implied on behalf of the other or to contractually bind the other in any way.

Signed on behalf of <customer>: _____

Position: _____

Date: _____