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This document is to be viewed by all involved parties as a binding and insoluble contract in agreement to the terms stated below. By signing the Order Confirmation Agreement presented to you by Space on White, you, Space on White and its associated companies (hereafter referred to as "Space on White") to proceed with the creation of the product as discussed with the Space on White representative and confirmed on the Order Confirmation Agreement.

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 Space on White 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.

PRINT// PDF Proof Design Sign-off

If the Space on White representative has provided you with a final digital PDF proof, your signing this agreement confirms that you agree to the design and contents of the printed document as depicted on the proof. By signing this agreement, you absolve Space on White of all liability for any errors, omissions, or discrepancies, which may be present on the proof. Once you have signed this agreement, any further changes will be deemed as new work and charged accordingly. This contract revokes your right to take any kind of action against Space on White for any aspect of the work with which you are later dissatisfied. Signing this contract means that, as long as the finished product is as discussed with the Space on White representative and consistent with the proof if supplied, you must pay in full for the work. This fact applies whether or not you later take issue with any aspect of the product. These terms are final and nonnegotiable.

Making Changes After the PDF Proof Design Sign-off Stage (Print Only)

If a change is requested, we will do everything we can to make the correction before the printing starts, but we cannot guarantee this. We accept no responsibility, under any circumstances, for any mistakes present on the completed work, as the signing-off of a proof absolves us of all liability (see "PDF Proof Design Sign-off" above). Any changes made after a proof is signed off will result in a further charge.

Print Quality (Print Only)

Every effort will be made to obtain the best possible colour reproduction on customer's work but because of the nature of the processes involved, Space on White cannot guarantee an exact match in colour or texture between any materials with which you supply us, and the printed article.

Payment Terms (Print)

New customers agree to pay a deposit of 40% of the final bill upon ordering, and to pay the outstanding balance on delivery of the completed work. Existing customers agree to adhere to the terms stated on the invoice. All deposit payments are non-refundable.

WEBSITES// Website Updates & Site Maintenance

These are charged at £45 per hour (or part thereof) for brochure websites and £45 per hour for all others. If you want to introduce new material in the form of extra pages, additional functions, or more information than is already available on your site, this must be paid for as a new job.

Hosting & Email Accounts

Space on White take no responsibility for any loss of business through non-retrieval of emails, bounced messages or undelivered electronic mail. Space on White take no responsibility for the content of emails including attachments and viruses. Cancellation of any website will result in the withdrawal of the hosting package after 48 hours. All hosting packages are non-refundable.

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PRINT DESIGN
ILLUSTRATION

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e hello@spaceonwhite.co.uk
www.spaceonwhite.co.uk

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Systems

Any systems, including eCommerce and Content Management System, provided to the client remain the intellectual property of Space on White, and as such no access is given to the source code or database. Systems cannot be transferred away from our provided hosting solution.

E-commerce/CMS

E-commerce/CMS systems will be provided as an empty shop/site, 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, Space on White's job is done. Space on White 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 must be sought. Space on White are happy to recommend independent photographers where necessary, but the contract will be between the client and said photographer.

Website Proofs

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

Warranty

Space on White guarantees all of its websites solutions provided to clients insofar as any faults or bugs will be rectified within a reasonable period of time so as not to interrupt the service provided by clients to their clients / users for an unacceptable time.

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. This policy applies throughout your contract with Space on White: if a minor detail needs to be amended, we are more than happy to do so, free of charge. 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)

For new clients you agree to pay a deposit of 40% of the final bill 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. After we have informed you of the site's location on our server, you have 48 hours 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 48-hour 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 Space on White server. If this is found to be the case, we reserve the right to remove the site from our server. All deposits are non-refundable.

GENERAL// Copyright

Unless negotiated and agreed in writing, the copyrights of general artwork, commissioned artwork, illustrations, website design, programming and copy belong to Space on White until paid for in full by the client. 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 Space on White 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. It is accepted by the client that Space on White are acting on verbal and written instructions and that it is understood that we can interpret the instructions as we think appropriate to provide an indication of costs which are as accurate as possible.

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Illegal Matter

Space on White 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.

Financial Loss

Space on White accept no liability whatsoever for financial loss or loss of earnings arising from products or services provided by Space on White.

Consequential Loss

Space on White accept no liability whatsoever for consequential or third party losses, resulting in a delay in delivery howsoever caused.

Force Majeure

Space on White 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

Space on White shall not be liable for any loss to the customer arising from delay in transit caused by circumstances beyond Space on White's control.

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.

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.

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, Space on White, 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

Space on White agrees to 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.

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