DEFINITIONS

In this Agreement the following words and expressions shall have the following meanings:

• "Lightspeed Creative Ltd" - Lightspeed Creative Ltd having its place of business at Office 1, 64 Britannia Way, Lichfield, Staffordshire, WS14 9UY.

• "Parties" - Lightspeed Creative Ltd and the client together.

• "Client" - An entity which enters into a contract with Lightspeed Creative Ltd.

• "Project" - The subject matter of the contract between the Client and Lightspeed Creative Ltd.

• "Quote / Quotation" - Either an email confirming services required or a completed form confirming services required.

PAYMENT AND CANCELLATION

The Client shall pay Lightspeed Creative Ltd 50% of the agreed work fee upon acceptance of the quotation unless otherwise agreed. Lightspeed Creative Ltd reserves the right not to begin any Project until the said deposit has been paid in full. Lightspeed Creative Ltd 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 of this agreement whatsoever including without limitation the non-payment of any sums as and when they fall due until payment is made in full. If the Client cancels a Project at any time prior to final delivery Lightspeed Creative Ltd shall be entitled to its reasonable losses and expenses incurred to the date of cancellation.

MAINTENANCES FEES

Ongoing maintenance or amendments if required to be done by Lightspeed Creative Ltd will be charged at an hourly rate unless this is included in the quote. Maintenance fees will be assessed on an hourly basis at an hourly rate set by Lightspeed Creative Ltd. Ongoing SEO updates are not included unless specified or paid for in an original quotation.

MAINTENANCE AND CORRECTION OF ERRORS

Lightspeed Creative Ltd takes no responsibility for the functionality or maintenance of the Project after the Work has been completed. Errors both technical and typographical attributable to Lightspeed Creative Ltd will be corrected free of charge. Lightspeed Creative Ltd reserves the right to charge a reasonable fee for correction of errors for which Lightspeed Creative Ltd is not responsible for, including but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided to Lightspeed Creative Ltd by the Client.

COMPLETION OF WORK

Lightspeed Creative Ltd warrants completing of a Project in accordance with its Standard Terms and Conditions to the specifications previously agreed with by the Client. Lightspeed Creative Ltd will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. Lightspeed Creative Ltd will not undertake changes to the specifications of the Project which would increase the cost, without prior written authorization from the Client. Final payment is due within 30 days of Project completion. If the Project is held up by the client for assets not provided then final payment is due within 30 days of receipt of invoice and the Project will continue once we have received assets from the client. Final payment of all exhibition and events projects must be received 24 hours prior to the show/event as sign off by client is received. On completion of the Project, the Client will be notified and have the opportunity to review the Project. The Client should notify Lightspeed Creative Ltd, in writing or by Email, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Project which has not been reported as unsatisfactory within the 7 day review period will be deemed to have been approved. Once approved, the Project cannot subsequently be rejected, and the contract will be deemed to have been completed and the 50% balancing payment will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.

REJECTION OF WORK

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by Lightspeed Creative Ltd to remedy any points reported by the Client as unsatisfactory, and Lightspeed Creative Ltd considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and Lightspeed Creative Ltd can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

SUPPLY OF MATERIALS & CONTENT

The Client is to supply all materials and information required for Lightspeed Creative Ltd to complete the Project in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the Project, Lightspeed Creative Ltd has the right to extend previously agreed deadlines for the completion of the Project by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Project for more than 21 days, Lightspeed Creative Ltd has the right to invoice the Client for any part or parts of the Project already completed.

OVERDUE PAYMENTS

If payment has not been recieved by the due date, Lightspeed Creative Ltd has the right to suspend ongoing work for the client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 30 days after the due date, Lightspeed Creative Ltd has the right to replace, modify or remove the website and revoke the Client's license of work until full payment has been received. By revoking the Client's lincense of the work or removing the website form the internet, Lightpeed Creative Ltd does not remove the Client's obligation to pay any outstanding monies owing.

INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights of whatever nature in material devised by Lightspeed Creative Ltd including all Graphic and software code written by Lightspeed Creative Ltd and its employees will belong to Lightspeed Creative Ltd free of any interest of the Client and third parties.

Any code that is written by Lightspeed Creative Ltd may not be copied, published, distributed or passed to any third parties in any form without prior written consent from Lightspeed Creative ltd, Unless previously agreed otherwise in writing, no modifications may be made by the client or any third party to code to which Lightspeed Cfreative Ltd or their suppliers owns the copyright. Lightspeed Creative Ltd acknowledges the intellectual property rights of the Client. Information passed in wirtten form to Lightspeed Creative Ltd, and that the Client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without prior written consent of the Client.

Proposals made by Lightspeed Creative Ltd to potential Clients should be treated as trade secrets and remain the property of Lightspeed Creative Ltd. Such proposals or the information contained within them must not be passed to third parties or publicy disseminated without prior written authorization from Lightspeed Creative Ltd. This includes, but is not limited to, techinical features, functionality, aspects of the design and pricing information.

LICENSING

Once Lightspeed Creative Ltd has received full payment of all outstanding invoices and the project has been approved by the Client then the Client will be granted a license to use the website and its contents.