

METROPOLIS WEB DESIGN

FREE HOMEPAGE DESIGN OFFER: TERMS AND CONDITIONS

These terms apply to the free homepage design offered by Daniel Bleich trading as Metropolis Web Design. Please read them carefully before you apply. In particular, please note Clause 2 (who can apply) and Clause 6 (ownership and use of the Design).

The offer is made to business customers only and not to consumers. These terms are separate from, and do not form part of, the Developer's Standard Terms and Conditions of Business, which apply only if the Client commissions a website from the Developer.

METROPOLIS WEB DESIGN RESERVES THE RIGHT TO TURN DOWN ANY APPLICATION FOR A FREE HOMEPAGE DESIGN, AT ITS SOLE DISCRETION AND WITHOUT GIVING A REASON.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms, the following words have the following meanings:

“Client”

means the business that applies for the Offer.

“Design”

means the homepage design prepared by the Developer under the Offer, in whatever form it is supplied.

“Developer”

means Daniel Bleich trading as Metropolis Web Design.

“Eligible Area”

means Barnet, Harrow, Edgware, Stanmore, Radlett, Watford and the areas immediately surrounding them.

“Intellectual Property Rights”

means copyright, design rights, rights in software and all other intellectual property rights, whether registered or unregistered, anywhere in the world.

“Offer”

means the Developer's offer to prepare a free homepage design, as described on the Developer's website.

“Project Fees”

has the meaning given in the Standard Terms.

“Standard Terms”

means the Developer's Standard Terms and Conditions of Business, as updated from time to time.

2. WHO CAN APPLY

2.1 The Offer is open only to small businesses whose premises or main place of business is in the Eligible Area.

- 2.2 The Offer applies only to brochure-style websites: websites that present a business, its services and its contact details. Such a website may include enquiry forms and appointment or booking requests.
- 2.3 The Offer does not apply to e-commerce websites, including online shops and any website that sells products or services, or takes payments, online.
- 2.4 The Offer is not available to registered charities or to other charitable or not-for-profit organisations.
- 2.5 The Offer is limited to one Design per business.
- 2.6 Whether a business or website qualifies is decided by the Developer, acting reasonably.

3. APPLICATIONS

- 3.1 **The Developer reserves the right to turn down any application, at its sole discretion, including where the business or website meets the criteria in Clause 2. The Developer is not obliged to give a reason.**
- 3.2 The Client shall provide accurate information about its business, and any further information the Developer reasonably asks for, to allow the Design to be prepared.
- 3.3 The Developer may change or withdraw the Offer at any time. An application accepted before a change will be completed on the terms in force when it was accepted.

4. THE DESIGN AND DELIVERY

- 4.1 The Design is a design for the homepage of the Client's website only. It is supplied as an image or PDF for viewing. It is not a working web page, and no source files, code or design files will be supplied.
- 4.2 The Developer aims to deliver the Design within 14 days of receiving all the information it needs under Clause 3.2. Delivery times are estimates and time is not of the essence.
- 4.3 The content, layout and style of the Design are at the Developer's discretion.

5. CHANGES

- 5.1 The Design is supplied as it stands. No changes, revisions or alternative versions are included in the Offer.
- 5.2 Changes to the Design will be made only once the Client has commissioned a website from the Developer and has paid the amount due under the Standard Terms.

6. OWNERSHIP AND USE OF THE DESIGN

- 6.1 All Intellectual Property Rights in the Design belong to, and remain with, the Developer.
- 6.2 The Client may view the Design and share it with the people within its business who are involved in deciding whether to commission a website, for that purpose only.
- 6.3 The Client shall not, without the Developer's prior written agreement:
 - 6.3.1 use, copy, adapt or publish the Design, in whole or in part;
 - 6.3.2 build, or have built, any website or other material based on the Design; or
 - 6.3.3 supply the Design to any other designer, developer or agency.
- 6.4 If the Client commissions a website from the Developer, the Design becomes part of that project, and ownership passes to the Client in accordance with the Standard Terms once the Project Fees have been paid in full.

7. COST AND OBLIGATION

- 7.1 The Design is provided free of charge, and the Client is under no obligation to commission a website or buy any other service.
- 7.2 If the Client wishes the Developer to build its website, the Developer will provide a quote. Nothing is payable unless the Client accepts that quote in writing, after which the Standard Terms apply.

8. LIABILITY

- 8.1 The Design is provided free of charge and for the Client's evaluation only. To the fullest extent permitted by law, the Developer shall have no liability to the Client in connection with the Offer or the Design.
- 8.2 Nothing in these terms limits or excludes any liability that cannot be limited or excluded by law.

9. DATA PROTECTION

- 9.1 The Developer will use the information provided by the Client to prepare the Design and to contact the Client about it, as set out in the Developer's Privacy Policy at metropoliswebdesign.co.uk/privacy-policy/.

10. LAW AND JURISDICTION

- 10.1 By applying for the Offer, the Client agrees to these terms.
- 10.2 These terms, and any dispute or claim arising out of or in connection with them, shall be governed by, and construed in accordance with, the laws of England and Wales.
- 10.3 The courts of England and Wales shall have exclusive jurisdiction over any such dispute or claim.