



## Project Cosmic

### *Specific Terms for the supply of Websites.*

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**This document deals only with the specific terms relating to the supply of Services that include the provision (or modification) of a Website or sites.**

#### 1. Definitions

- 1.1. Anything defined in the General Terms shall have the same meaning here.
- 1.2. The following words shall have the following meanings:

**Acceptance:** acceptance or deemed acceptance of the Website by you in accordance with paragraph 3.4

**CMS:** a content management system.

**Completion Date:** the date given in the Commercial Terms.

**Open-Source Software:** open-source software as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>).

**Project Plan:** any project plan listed in the Commercial Terms

**Web Services:** the services relation to the Website listed in the Commercial Terms.

**Website:** the website to be created or modified in accordance with the Web Services.

**Web Specification:** the specification for the Website referred to in the Commercial Terms.

**Third Party Software:** any operating system or other third party software listed in the Commercial Terms to be supplied by us.

#### 2. Services

- 2.1. We will carry out the Web Services in accordance with Good Industry Practice, to provide the Website in accordance with the Web Specification by the Completion Date.

#### 3. Acceptance tests

- 3.1. Before delivering any part of the Website we will carry out reasonable tests to ensure that such item is capable of meeting the requirements of the Website Specification once properly installed. We will also ensure that the latest patches and exploit protections have been applied.
- 3.2. Upon completion of our obligations in paragraph 3.1 above, we will notify you that the Website is complete (the **Completion Notice**) and provide the same to you for acceptance testing. The sole purpose of the acceptance tests is to demonstrate whether the Website meets the Website Specification.
- 3.3. You must notify us in writing within two weeks of receiving the Completion Notice of any changes required to the Website. If these constitute apparent failures to meet the Website Specification, then you must provide details of such failure(s). We will use our reasonable efforts to complete such corrections or changes within four weeks of receiving such request provided that changes to the Website which go beyond the Website Specification will be chargeable and payable at our standard hourly rates.
- 3.4. Acceptance shall be deemed to occur on the earliest of:
  - 3.4.1. Four weeks from the date of the Completion Notice provided that we do not during those four weeks receive notice in writing of changes required from you; or
  - 3.4.2. Two weeks from the date that we confirm to you that the changes requested to the Website are complete; or



3.4.3. The date that the Website is transmitted from our development servers to a hosting server (whether this be a server under our control your control or that of a third party).

#### 4. Project plan and extension of time

- 4.1. Both of us will perform our obligations under these Specific Terms in accordance with any Project Plan.
- 4.2. We will complete the work in each stage of the Project Plan by the date specified in the Project Plan, subject to paragraph 4.3.
- 4.3. We will be entitled to an extension of the timetable of any one or more of the stages in the Project Plan if one of more of the following events occurs:
  - 4.3.1. a variation to the Website Specification is made at your request under the change control procedures set out in paragraph 8 of the General Terms;
  - 4.3.2. a force majeure event occurs as described in paragraph 17 of the General Terms;
  - 4.3.3. a delay is caused in whole or in part by your action or omission of that of your employees, agents or third-party contractors.
- 4.4. If we are entitled to an extension of time under paragraph 4.3, we will give written notice to you as soon as practicable. Such notice shall specify the event relied on and, in the case of a *force majeure* event under paragraph 18 of the General Terms, shall estimate the probable extent of the delay.
- 4.5. Our respective project managers shall use all reasonable endeavours to agree in writing, the extension of time that is reasonable in the circumstances. The Project Plan shall be deemed amended accordingly.

#### 5. Ownership

- 5.1. The Intellectual Property Rights in the Website (other than the Open-Source Software and the Third-Party Software are, upon payment of the Charges, assigned with full title guarantee to you.
- 5.2. All Open-Source Software provided by us is subject to the terms of its own licence and these terms are listed on the Commercial terms.
- 5.3. We will provide you with, upon payment of the Charges in respect of the Web Services, a suitably configured CMS for use with the Website. This CMS is, itself, Open-Source Software.

