

1. **Accuracy of data & up to date content** - The data contained within www.spinsheffield.com will be as accurate as is possible and will not be misleading in any way. It is your responsibility to make sure that when you update your own entry, that you keep all data as accurate as possible and not misleading in any way. It is also your responsibility to keep your data as up to date as possible at all times. Silverworks Digital Media Limited / SpinGuide and Sheffield Tourism reserve the right to edit any data that they feel is in-accurate or misleading. They also reserve the right to suspend or cancel your subscription, if the need arises.
2. **PDF document area** – within your entry you will have the ability to upload PDF version documents for visitors to view. You will be allowed a maximum of 4 documents. It is your responsibility to make sure that you keep all pdf documents as accurate as possible and not misleading in any way. It is also your responsibility to keep your data within each pdf document as up to date as possible at all times.
3. **Approval of your tour** – once completed, you will be sent a link to approve your tour. Once approved, the tour will be placed live on the Spin Sheffield website and you will also be able to link to it from your existing website. It will then be your responsibility to update your entry.
4. **Website Statistics** – The website will be built with a full stats tracking module. This will give you information about how many times your virtual tour has been viewed. Silverworks Digital Media Limited / SpinGuide will not be held responsible for any down-time of this service or any loss of data due to technical issues. You are asked to take a regular note of these figures for your own records.
5. **Ownership of website & content** – Silverworks Digital Media Limited shall retain ownership over the brand, the website [www.spinsheffield.com] and all content on the site. **Intellectual Property Rights & Copyright** - *The intellectual property rights and copyright of the website code for www.spinsheffield.com [also www.spinsheffield.co.uk] is held by Silverworks Digital Media Limited. This applies both to the contents of the website and any of the "site's" other related components. The definition of the "site" is the internet website www.spinsheffield.com [also www.spinsheffield.co.uk]*
6. **Development of Spin Sheffield** - Silverworks Digital Media Limited / SpinGuide will work closely with Sheffield Tourism to develop the website www.spinsheffield.com to fall in line with Sheffield Tourism / Council guidelines. This will include such areas as mapping, type of content, and selection of 360 images used on the site.
7. **Email data capture** – all email addresses captured via the www.spinsheffield.com website will use email marketing software that conforms to the EU directive for electronic privacy [2003]. All visitors who submit their email address will be sent a second email asking them to opt-in again, thus conforming to the double opt-in standard.
8. **Email newsletter** – the email addresses captured will be used for the spinsheffield newsletter. This will be a text or HTML based email which will be sent out on a regular basis to all opt-in email recipients. It will include news about the site, Sheffield tourism news, new tours and offers from a selection of the 'buy-in' business partners [eg: offers from hotels & conference venues].
9. **Audio voice-overs** – Silverworks Digital Media Limited / Spinguide have worked closely with Sheffield Tourism to choose two voices for the audio on the website. One voice will be used for tourist attractions and one for business venues. These voices will be used on an ongoing basis to maintain consistency and to build a feeling of security & trust with the client. All audio voice-overs remain the property of Silverworks Digital Media Limited / Spinguide.
10. **Audio voice-over scripts** – when you subscribe to Spin Sheffield, you will be asked to provide scripts that will be the basis for the audio voice-overs for your 360 virtual tour. Please keep all scripts as accurate as possible and not misleading in any way and do not place any information within them that is likely to change on a regular basis. Each script must not exceed 140 words and must be written as near as possible to the final audio voice-over.
11. **360 images** – all 360 images captured by Silverworks Digital Media Limited / Spinguide remain the property of Silverworks Digital Media Limited / Spinguide.
12. **Virus & spam policy** - Silverworks Digital Media Limited / Spinguide cannot be held responsible for any virus [or spam] that may be passed on to any computer from the web server, or by email. Silverworks Digital Media Limited / Spinguide will not be held responsible for any loss, or theft of data from a clients PC – it is advised that a suitable security software package / firewall is sourced and installed on a clients PC, and this is the sole responsibility of the client.
13. **Web server security** - Silverworks Digital Media Limited / Spinguide will do their best to protect your webpage on their server, but can never guarantee 100% web server security, and cannot be held responsible for any loss, or misuse by third parties, of any data that is captured and/or stored on the web-server, even using SSL encryption.
14. **Client use of 360 images & voice-overs** – clients who have subscribed to the www.spinsheffield.com website will have all the benefits of using their virtual tour + audio package on the spinsheffield site and also 'punching-out' from their existing website. Clients may not re-sell the tour to any other third parties. Ownership of the clients webpage and 360 virtual tour with audio remains with Silverworks Digital Media Limited / Spinguide.
15. **Client payment** – An invoice for payment in full will be sent once the virtual tour webpage has been approved and is placed live. Full payment will be due within 60 days. If full payment is not received within 60 days of the invoice, then an additional interest charge of 5% per day [of the outstanding balance] will be added & due by the client. If payment is not received within 3 working days of a reminder being sent to the client, then the webpage will be suspended pending full payment [plus any additional interest charges owed]. There is a £50 + VAT administration fee to re-activate all services [per entry].
16. **On-going subscription to Spin Sheffield** – a yearly subscription will be due on the anniversary of the 360 tour entry going live. This subscription includes your entry on the Spin Sheffield website and all hosting requirements of your 360 tour and entry. This is a 12 month subscription period, paid 12 months in advance. Once a subscription has been paid, no refund is available.
17. **UK law** - Silverworks Digital Media Limited, Spinguide and Spin Sheffield is a business based in Sheffield, South Yorkshire, England, and is therefore governed by English law. This is still applicable for anybody who can view the websites in any other country, and / or has contact with Silverworks Digital Media Limited, Spinguide and Spin Sheffield by any other means of communication such as electronic mail, fax or post, without necessarily having viewed the website www.spinsheffield.com [also www.spinsheffield.co.uk & www.spinguide.com/.co.uk]
18. **Hardware** - Prices do not include any hardware or software that may be required by the client to view the spinsheffield.com website
19. **Hosting of the site** - Silverworks Digital Media Limited / Spinguide will endeavour to host the website on a *24 hours a day* basis, through a partnership with a professional web hosting company, but cannot be held responsible for any downtime of the web server, or other equipment, connected to the Internet, which causes the clients website to be off-line for any reasonable amount of time, or causes loss of revenue on a website or an e-commerce enabled website.
20. **Clients ISP** - Silverworks Digital Media Limited / Spinguide will not be held responsible for any problems arising from the clients own email account and third party Internet service provider (ISP).
21. **Data Protection** - Silverworks Digital Media Limited is registered in the UK under the Data Protection Act. You consent to our use of any personal details you give us for our own internal administrative purposes. When you contact www.spinsheffield.com [also www.spinsheffield.co.uk] via the website, you will be asked if you would like to receive future marketing from Silverworks Digital Media Limited / SpinGuide / SpinSheffield. If you agree, you consent to our use of any personal data for future marketing. If you give us phone, mobile phone or e-mail details you authorise us to contact you using that method [including the use of mobile phone SMS 'text' messaging]. If you decide that you no longer wish us to communicate with you, or the details we hold on you change, you agree to inform us, so that we can update our records, or delete you from any such marketing activity. You agree that we may transmit data to your computer to store by means of cookies on your system. If you decide to register with the Email Preference Service, or any Telephone Preference Services in the UK, or any equivalent, **you agree to tell us before such action, so that we can update our records accordingly and exclude you from any such marketing.** All our email based marketing conforms to the double opt-in requirements of the EU directive for electronic communication & privacy 2003.
22. **Disputes** - Any dispute arising from any work completed by Silverworks Digital Media Limited will be dealt with fairly and quickly. In the first instance, any correspondence should be sent to Silverworks Digital Media Limited, Silverworks House, 31 Beauchief Rise, Sheffield S8 0EL, United Kingdom Tel: 0114 235 6283 Email: info@silverworks.com