

## Terms and conditions

**PAYMENT** – The Customer shall pay the price for the Goods and/or the Services within 10 days of the invoice date in respect of the quote/contract. If payment is not received within 5 working days of the due date shown on the invoice, the Supplier reserves the right to charge interest to the Customer the sum due at the annual rate of 5% (The current Bank of England reference rate) making a total interest rate chargeable of 13% accruing on a daily basis until payment is made, whether before or after any judgment. Once full payment has been received as per the quote/contract the Supplier will provide the Customer with the Goods and not before. The Customer agrees to pay the Supplier by either Cheque or by direct bank transfer.

**PRICE** – The Price shall be exclusive of value added tax which shall, where applicable, be charged to and payable by the Customer. The Price shall not include the cost of hosting websites in a live or test environment, e-mail, domain name registration or renewal, secure certificates, third party components, search engine registration, photography, models, props, manuals or training unless otherwise agreed and stated in the quote/contract. If any preliminary work or work additional to be provided for the quote/contract, the Supplier shall be entitled to charge the Customer for such additional work at a sum as agreed by both the Supplier and the Customer, or, in default of agreement, at the Supplier's standard daily rates.

**LIMITATION OF LIABILITY** – Nothing in these terms and conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors. The entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer under this Agreement. In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss. If the Supplier is required to act as an agent of the Customer, the Customer will fully indemnify The Supplier if any losses or claims result.

**TERMINATION** – The Supplier shall have the right to terminate this Agreement with immediate effect by notice in writing to the Customer if the Customer fails to make any payment when it becomes due. Either party may terminate this Agreement forthwith by notice in writing to the other should the other party commit a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or the other party commits a material breach of this Agreement which cannot be remedied under any circumstances; or the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or the other party ceases to carry on its business or substantially the whole of its business; or the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

**ACKNOWLEDGEMENTS** – The Supplier shall be entitled to publicise its role in delivering the Goods and performing the Services.

**INTELLECTUAL PROPERTY RIGHTS** – Copyright to the assembled work produced by the Supplier is owned by the Supplier. Upon final payment the Supplier shall grant to the Customer a royalty-free, world-wide, non-exclusive licence to use the Website Design, the Web Pages and the parts of the content designed by the Supplier. Rights to graphics, source code and computer programs are not transferred to the Customer and remain the property of the Supplier. The Supplier and any subcontractors retain the right to display graphics and other web design elements as examples of their work.

**FORCE MAJEURE** – Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

**WARRANTIES** – The Supplier takes no responsibility should the Customer wish to customise or otherwise reverse engineer (Re-Program) any/all source code. Doing so will invalidate any warranties which have previously been agreed between the Supplier and the Customer.

**COMMUNICATIONS** – All communications between the Supplier and the Customer about the quote/contract must be in writing and delivered by hand, sent by post, sent by facsimile transmission or sent by e-mail.

**MISC** – The Supplier reserves the right to update/change any part of this document without notice