

1. GENERAL

27 Web Management is hereinafter called the Company and any individual firm, company or other party with whom the Company contracts is called the Client.

b) The placing of an order verbally or in writing with the Company following an estimate provided by the Company implies an acceptance of these terms and conditions. Qualification or variation of these terms and conditions in any document or statement of the Client will be inapplicable unless expressly accepted in writing by the Company.

c) No job shall be commenced until the Company receives an official written order from the Client, or signed or written confirmation of acceptance of terms and conditions as received.

2. PRICE VARIATION

Estimates are based on the Company's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs. Quotation supplied on costing of job is subject to sight of copy and materials supplied and may be subject to amendment if extra work to be done above original brief.

3. CANCELLATION

a) Any order either verbally or in writing and subsequently cancelled will be subject to be charged at full contract price and any reduction thereof will be at the Company's sole discretion. The Company will at any event be entitled to charge for such work done at the date of cancellation which shall include any materials specially ordered for the Client.

b) If the Client cancels, extends or delays or purports to cancel, extend or delay the relevant contract or part thereof, or fails to take delivery of any good at the time agreed (if any) or if no time is agreed, within reasonable time, then the Client will be liable (without prejudice to any rights of the Company to claim damages) to indemnify the Company in connection with the supply or non supply of the goods including the cost of any material, plant or tools used or intended to be used therefore and the cost of labour and other overheads including a percentage in respect of profit.

4. COPYRIGHT AND OWNERSHIP

a) Any work originated by the Company in any form remains the property of the Company.

b) At all times throughout the world copyright is retained by the Company. Items for reproduction are stored for a limited period only, either by arrangement or at the Company's discretion. Use of images supplied is restricted to specified applications which must be agreed in writing prior to the origination of materials. Manipulation/different application of the images or use of only a portion of the image may only take place with the permission of the Company at a mutually agreed fee.

5. DELIVERY, COSTS AND PAYMENT

a) In the case of printed work alterations from the original copy on and after the first proof, including alterations in the style will be charged extra. No responsibility will be accepted for any errors or other shortfall in proofs, which have been passed by the Client.

b) The licence to the use of goods shall not pass to the Client until payment has been made at the full contract prices and cheques cleared. The use of goods does not pass on delivery or assumption of risks.

c) Should expedited delivery or considerable alteration be made by the Client to the original brief which necessitates overtime or other additional costs, an extra charge may be made at a mutually agreed rate.

d) Should work be suspended at the request of or delayed through any default of the Client for a period of thirty days the Company shall then be entitled to payment for work already carried out and materials specially ordered

e) Should progress be delayed by default of the Client during the processing of the order which necessitates overtime in order to meet delivery date, extra charges will be made.

f) The Company's terms of payment are on delivery until a credit account has been established after which payment is due 30 days net following completion. Until an application for credit account for the Client has been approved by the Company, a percentage of cost may be requested to cover initial costs of materials before commencing work.

g) Subject to the following clause the price will become due and payable on delivery. Subject to the Company obtaining satisfactory references the Client may be offered 30 days' credit from date of dispatch. Any indebtedness over the credit limit set by the Company must be paid on delivery. Interest at 5% over Bank Base Rate from time to time will accrue on overdue accounts from the due date until payment.

h) No claim for damages, errors or shortages will be considered unless the Company is advised in writing within 7 days of delivery. If the Client has 'signed off' the work prior to completion, where an undetected error has occurred, the Company shall not be held liable.

i) Whether or not the price for the contract goods has become due from the client under the relevant contract such price will be deemed to be due from the Client immediately on his committing any act of bankruptcy, calling a meeting (where the Client is a body corporate) having a receiver or manager appointed of its undertaking or any part thereof or on a resolution being passed or on a petition being presented to any court for the winding up of the Client or on the happening of any act whatsoever of the commencement of any proceedings whatsoever relating to the insolvency or possible insolvency of the Client.

j) Where the Client makes default under the relevant contract or any other contract with the Company in payment on the due date of any sum due to the Company, the price for all goods supplied by the Company to the Client will be deemed to be due and the Company without liability may postpone any delivery or may cancel the relevant contract or any other contract between the Company and the Client but without prejudice to any right or remedy which the Company may have against the Client in respect of such default.

k) Unless a delivery date is specific the goods shall be delivered as soon as ready. In the case of a contract involving more than one delivery unless the contract provides otherwise the whole of such deliveries shall be accepted within six months from the date of the first delivery.

l) In the event of failure to accept any deliveries the goods shall be invoiced immediately and the costs involved charged to the Client payable at once, the contract goods being held at the Client's expense and risk.

m) The Company shall have the option of revising the delivery date or dates in any circumstance beyond the Company's control preventing the Company keeping to the originally agreed date or dates.

n) The Company shall be entitled to charge the amount of any Value Added Tax payable whether or not included on the estimate or invoice. Unless expressly stated in writing beforehand all prices are subject to VAT. The price is subject to price ruling date of despatch and may be revised due to any

increase in costs to the Company.

o) On commencing the project 1/3 total cost of website build is payable. The remaining balance is payable at the end of the project or in monthly installments as per individual agreement. If you are taking a payment plan for longer than 12 months, we require you to remain our client for two years hosting, as the second year of your website hosting is added to your payment plan. You are able to make full payment at anytime.

p) Missed payments may result in the project or your site being temporarily suspended or may affect your services.

6. LIABILITY

a) The Company shall not be liable for indirect loss or third party claims occasioned by delays in completing the work or for any loss to the Client arising from delay in transit.

b) Where work is defective for any reason, including negligence the Company's liability (if any) shall be limited to rectifying such defect.

c) Under no circumstances will the Company or its servants, agents or sub-contractors be liable for any loss or damage of any kind whatsoever whether consequential or otherwise caused directly or indirectly by any negligence on the part of the Company or on the part of any of its servants, agents or sub-contractors in connection with or arising out of the goods, or in connection with any advice or statement given or made by or on behalf of the Company.

7. CLIENT'S PROPERTY

a) Client's property and all property supplied to the Company by or on behalf of the Client will be held, worked on and carried at the Client's risk.

b) The Company may reject any material supplied by the Client which it deems unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged.

c) Where materials are supplied, the Company will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied.

d) Quantities or materials supplied shall be adequate to cover normal spoilage.

8. ILLEGAL MATTER

a) The Company shall not be required to produce any matter which in their opinion is or may be of an illegal or libellous nature or an infringement of the rights of any third party.

b) The Company shall be indemnified by the Client in respect of any claims, costs and expenses arising out of libellous infringement of copyright, patent or design.

9. FORCE MAJEURE

The Company shall be under no liability if they shall be unable to carry out the contract for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out strike or other labour dispute. During the continuance of such a contingency the Client may by written notice to the Company elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

10. LAW

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.