

Web and Internet. Products and Services.

In these conditions the following words have the following meanings:

The Company - Chicane Design Ltd, 4 Lockwood Drive, Shrewsbury, SY1 3SG.

Charges - means the charges shown on the Company's website or in other published literature relating to the Services from time to time. the Company - Chicane Design Ltd.

Contract - any contract between the Company and the Customer in respect of the provision of Services by the Company to the Customer;

the Customer - means you, the person(s), firm, company or partnership with whom the Company enters into the Contract and for whom the Company has agreed to provide the Services in accordance with these conditions;

Domain Name(s) - means the entry in the Internet Name Space, which has been created, registered or reserved by the Company with the central registration authorities on the Internet, on behalf of or in the name of the Customer or any other domain name agreed;

Hosting - means the implementation by the Company of certain techniques to enable the Customer's Domain Name and Website to exist on the Internet.

Internet - means the world wide TCP/IP (Transmission Control Protocol/Internet Protocol) network formed by an interconnection of companies, organisations and institutions, private and public networks;

Illegal - means any act or acts which are capable of breaching the laws of England and Wales;

Input Material - means any documents, images, textual content or other materials, and any data information provided by the Customer in relation to the Services;

Intellectual Property Rights - means all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application) including copyright, know how, confidential information, trade secrets, business names and domain names, trade marks, service works, trade names, patents, design rights, database rights and all rights of a similar nature anywhere in the world;

Renewals - means the renewal of the Contract by the Customer for rolling 12 month periods;

Server - means the computer system and server equipment operated by the Company in connection with the provision of the Services to the Customer;

Services - means all or any of the Services to be provided by the Company to the Customer including but not limited to Domain Name registration, Website Hosting, DNS, e-mail forwarding and POP3, Website Design, telecommunications services, office supplies and electrical goods;

Term - means the initial period of 1 year (minimum) from the date on which the Company commences provision the Services to the Customer and such further periods as may be renewed by the Customer under the procedure for Renewals set out herein;

Website - means the area on the Server allocated by the Company to the Customer for the use by the Customer as a site on the Internet;

Website Design - The development of a collection of structured layout grids for electronic pages formatted in HTML/XHTML/CSS or other mark up languages that can contain text, graphic images, and multimedia effects such as sound files, video and/or animation files, and other programming and database elements such as Javascript, PHP, Perl and MySQL.

In these conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires. In these conditions headings will not affect the construction of these conditions.

APPLICATION OF TERMS

Subject to any variation under condition 2.3 the Contract will be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

No terms or conditions endorsed upon, delivered with or contained in documents supplied or delivered by the Customer will form part of the Contract simply as a result of such document being referred to in the Contract.

These conditions apply to all of the Services and any variation to these conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by a director of the Company. Nothing in this condition will exclude or limit the Company's liability for fraudulent misrepresentation.

SUPPLY OF SERVICES

The Company shall supply the Services to the Customer subject to these Conditions. Any changes or additions to the Services must be agreed in writing by the Company. The Company shall supply the Services using all reasonable skill and care subject to the payment by the Customer of all Charges payable hereunder on the correct payment dates.

The Customer shall (at its own expense) supply to the Company all necessary documents and materials, and any other information relating to the provision of the Services as may be required by the Company in a timely manner in order to permit the Company to supply the Services as agreed. It is the responsibility of the Customer to ensure the accuracy and timely delivery of all Input Material.

The Company shall use its reasonable endeavours to supply the Services in a timely manner but cannot guarantee to do so and the Company accepts no liability whatsoever for failing to meet any such date.

The Company may at its sole discretion and without notifying the Customer make any change to the Services which are necessary to comply with any applicable statutory requirements, or which do not materially affect the quality or nature of the Services.

CHARGES

The Customer shall pay the Charges and any additional sums which are agreed between the Company and the Customer for the provision of the Services or which, at the Company's sole discretion, are required to be paid by the Customer as a result of lack of instructions or failure to clarify instructions, the inaccuracy or late delivery of any Input Material or any other cause attributable to the Customer.

The Company reserves the right to alter its Charges from time to time at its sole discretion and any such changes will be notified via the Company's website at www.chicanedesign.co.uk.

All Charges are exclusive of VAT and any other applicable purchase tax, import and all other duties. Any failure by the Customer to pay the Charges on the date specified shall be deemed to be a material breach of these conditions. Time for payment shall be of the essence.

All Charges are payable in advance (whether disputed or not) or within 14 days of the date of the Company's invoice. The Company reserves the right to suspend the provision of the Services to the Customer in the event of a non-payment of any over-due invoice (pro forma or otherwise).

If a credit or debit card is on the file with the Company, the Customer acknowledges that the Company will request payment via the card in question 14 days from the date of the Company's invoice. If payment is not possible via the aforementioned credit/debit card, for any reason whatsoever, the Company will inform the Customer in writing and the Customer acknowledges that the invoice (pro forma or otherwise) is to be paid via another means and that the Company reserves the right to pursue any outstanding invoice (pro forma or otherwise) through the appropriate legal channels.

If any payment is not made by the Customer on the due date, the Company shall be entitled, without limiting any other rights it may have: to charge interest on the outstanding amount (both before and after any judgment) at a rate of 4% above the base rate from time to time of Barclays Bank PLC from the due date until the outstanding amount is paid in full and the Company may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and may claim compensation charges pursuant to this legislation at the sole discretion of the Company; and/or to terminate, discontinue or suspend the provision of all of the Services to the Customer until payment of the Charges is received in full.

In the event that this Contract is terminated prior to the end of the Term (or any period of Renewal), the Customer shall not be entitled to any refund (except at the sole discretion of the Company) of any of the Charges that are due or would become due in respect of the Services during the Term, which shall, if not paid in advance become due and payable in full on the date of termination.

As regards Charges in respect of Website Design services the Customer will pay to the Company an advance payment (the amount of which is at the sole discretion of the Company) prior to commencement of the provision of the Services. The aforementioned advance payment is non-refundable under any circumstances.

The Company will notify the Customer via e-mail once the Website is ready for population with Input Material and the Customer shall pay the balance of all monies due and owing to the Company in respect of Web Design services within 7 days from the date of the aforementioned notification.

In the event that balance payment is not paid within the 7 day period, the Company reserves the right to suspend the Website until payment in full is received.

All Input Material must be supplied to the Company within 7 days of the notification. If the Input Material is not received by the Company within this period the Company shall be entitled, at its sole discretion to terminate the engagement and the Customer shall be responsible for all costs and expenses incurred by the Company up to and including the date of such termination.

Once the Input Material has been received by the Company and once the Website has been populated with such Input Material, the Company will notify the Customer and the Customer shall, within 7 days of the date of such notification inform the Company of any amendments or changes which it requires to the Website. The Customer will not be charged for such amendments and changes if these are deemed to be reasonable at the sole discretion of the Company. The Customer will, however, be liable to pay additional charges if the amendments or changes suggest are material to the concept of the Website or are deemed by the Company to be unreasonable. Any such additional charges will be at the sole discretion of the Company and shall be paid by the Customer within 7 days of notification of the same by the Company.

If the Company does not hold credit/debit card details in respect of the Customer from which to take the balance payment, the Company reserves the right to commence legal proceedings in respect of the same.

Refunds may be given at the sole discretion of the Company.

INTELLECTUAL PROPERTY

The Customer retains all Intellectual Property Rights in the Input Material and grants to the Company a licence to use such Intellectual Property Rights to the extent required to perform the Services.

Intellectual Property Rights arising in connection with the performance of the Services by the Company shall be the property of the Company. The Customer shall indemnify and hold harmless the Company against all damages, losses and expenses as a result of any action or claim that the Input Material, Domain Name or Website infringes the Intellectual Property Rights of a third party. The ownership of the Intellectual Property Rights in any Website designed by the Company for the Customer shall remain the absolute property of the Company until it receives full payment of the Charges from the Customer. On receipt of the Charges (and only once funds have cleared) the Company shall transfer the Intellectual Property Rights in the aforementioned website to the Customer. Nothing in these terms and conditions shall prevent the Company from using and/or re-using the source code in respect of any website designed for a Customer in relation to the design of websites for other customers or for any other purpose whatsoever and for the avoidance of doubt, the Customer is expressly prohibited from using, downloading, re-engineering or any other activities relating to the source code in whole or in part without the express written permission of the Company.

WARRANTIES

The Company warrants to the Customer that the Services will be provided at all times using reasonable skill and care and it shall use its reasonable endeavours to act as a competent ISP (internet service provider)

The Customer acknowledges that neither the Company, nor any other party has control over the Internet and service interruption may occur due to circumstances beyond the Company's reasonable control. The Customer acknowledges that the Company shall not be liable in any way for any loss as a result of such Service interruptions regardless of their nature.

The Customer agrees that it is not possible for the Company to provide the Services 100% fault free. The Company reserves the right to disconnect availability of Internet access for the purpose of necessary or scheduled maintenance. Access to e-mail may also be adversely affected by conditions and performances outside the Company's control. Whilst the Company will try to maintain the Services 24 hours a day, 7 days a week, the Company cannot guarantee to do so. No other warranties or representations, expressed or implied are given by the Company and any implied warranties or representations are expressly excluded.

LIABILITY

Nothing in these Conditions shall restrict or exclude either party's liability for fraud, death or personal injury.

The Customer shall not be entitled to any liquidated compensation or refund payment for unavailability of or interruptions to the Service.

The Company shall not be liable to the Customer or to any third party in contract, tort or otherwise, for any direct or indirect loss of profit, anticipated savings, business, contracts revenue, time, goodwill or loss of or harm to data or other content or for any other indirect or consequential loss or damage.

The Company shall have no liability to the Customer in respect of 3rd party Internet criminal activity or in respect of billing, payment or other information that passes between the Company and the Customer over the Internet in relation to the provision of Services.

The Company's total liability in contract, tort or otherwise (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the provision or performance of the Services shall be limited to the Charges paid by the Customer to the Company in the calendar year in which any such claim arises.

The Customer undertakes to indemnify and hold the Company (including its officers, agents and employees) harmless from and against all liabilities, actions, costs (including reasonable legal expenses) claims, expenses, demands and penalties suffered, or ordered or incurred by the Company as a result of any actions of the Customer including but not limited to in relation to the Services, the Domain Name and the Website.

DOMAIN NAME REGISTRATION

The Company makes no representations that any Domain Name(s), the Customer wishes to register are capable of being registered by or for the Customer. The Customer should therefore not assume registration of the requested Domain Name(s) until they have checked themselves that such Domain Name(s) have been officially registered. Any action taken by the Customer, before such registration, is at the Customer's own risk.

The registration and use of any Domain Name(s) by the Customer is subject to the terms and conditions of use applied by the relevant naming authority. The Customer shall ensure that they are aware of those terms and conditions and that they comply with them. The Customer shall have no right to bring any claim against the Company in respect of refusal to register a Domain Name(s). Any third party charges paid or required to be paid in the provision of the Services shall (unless otherwise stated) be non-refundable, notwithstanding refusal by the naming authority to register the Customer's desired name.

The Company shall have no liability in respect of the use by the Customer of any Domain Name(s). Any dispute between the Customer and any third party must be resolved between the parties concerned in such dispute and the Customer expressly agrees that it shall not involve or join the Company into any disputes or claims arising or threatened by third parties in respect of Domain Names. If any such dispute arises, the Company shall be entitled, at its discretion and without giving any reason, to withhold, suspend or cancel the Domain Name(s) registration. The Company shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.

Although the Company will endeavour to inform the Customer of the pending renewal of their Domain Name(s), the final responsibility for such renewal is ultimately with the Customer and the Company shall not be liable for any loss incurred by the Customer and arising as a result of the Customer failing to renew its Domain Name(s) registration.

The Customer understands and agrees that registration, reservation and/or use of the Customer's chosen Domain Name(s) does not confer immunity from objection by a third party to such registration, reservation or use.

The Domain Name(s) shall be registered by the Company for a maximum period of the Term subject to any Renewal.

WEBSITE HOSTING AND EMAIL

The Company makes no representation and gives no warranty as to the accuracy or quality of information received by any person via the Server. The Hosting Service is provided by the Company on an 'as is' 'as available' basis and the Company does not give any warranties (express or implied) or representations in respect of the Website or the Service whatsoever. The Customer hereby agrees that the use of the Hosting Service is solely at the Customer's own risk. The Company does not warrant that the use of the Service will meet the Customer's requirements or will be uninterrupted or error-free. Nor does it warrant that any defects will be corrected or that the use of this Service will be correct, accurate, timely or otherwise reliable.

The Customer shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Server.

The Customer represents, undertakes and warrants to the Company that it will not use the Website for illegal and/or immoral purposes. In particular, the Customer represents, warrants and undertakes to the Company that:-

it will not use the Service in any manner which infringes the rights of any third party, nor will the Customer authorise or permit any other person to do so; the Customer will not post, link to or transmit:

(a) any thing which is Illegal, unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way or which is in the sole opinion of the Company contrary to public decency and morality;

(b) any thing containing a virus or other hostile computer program;

(c) any thing which constitutes, or encourages the commission of, a criminal offence or which infringes any Intellectual Property Rights of any third party. Any breach by the Customer of this may result in the immediate termination of the Hosting Services provided by the Company and removal of the Website from the Server.

The Customer will not allow Adult, Warez, Illegal MP3 sites or IRC Bots.

The Customer will not run server processes e.g. talkers/IRC Bots.

The Customer will ensure that it does not upload any virus which could infect the Server. The Customer agrees that it will not knowingly allow a virus to enter the Internet community by allowing Internet users to download files containing viruses from the Website and will take all necessary and appropriate steps to ensure that the Server remains virus free. The Customer agrees to indemnify the Company and hold it harmless from and against all and any losses, costs, claims, damages, expenses and proceedings incurred by the Company from any breach by the Customer of this Condition.

The Company reserves the right to routinely monitor the Customer's Website for unauthorised or unsuitable material and in the event that any such material has been uploaded to the Website, the Company reserves the right suspend the website with immediate effect, and to inform the authorities. If such material is not removed within 3 days of the Company's request for such removal, to terminate this Agreement forthwith without notice.

The Customer agrees not to perform any action which will result in the reduced performance of the Server to the detriment of other users of the Server including any use of bandwidth in excess of the bandwidth allocated to it. If at any time the Customer's use of the Service exceeds its allocated bandwidth then the Customer shall pay to the Company - £1 for each additional 1MB of bandwidth used or be placed on the higher Hosting Package available.

The Customer agrees not to use spamming, or the sending of junk/unsolicited email, using any server of the Company and in the event that the Company suspects that such practices are taking place or are anticipated, the Company reserves the right to suspend the provision of the Services or terminate its relationship with the Customer with immediate effect at which point all amounts due and owing to the Company shall immediately become payable.

TRANSFER OF WEBSITE OR DOMAIN NAMES

The Customer shall be responsible for any costs and expenses incurred by the Company in respect of the relocation of the Website or Domain Name(s) to a third party or to the server of a third party (as the case may be) or the transfer of the Domain Name(s) to a new registrar of the Domain Name(s) (with or without a change in the ownership of the Domain Name(s)). The Company shall levy a standard administration fee of £20 in respect of the costs incurred in assisting in such a change of ownership. The Company shall be entitled to refuse to relocate or transfer such Website or Domain Name(s) unless such costs and expenses and all other Charges due under this Agreement have been paid in full by the Customer. The Company accepts no responsibility for the Website and any issues surrounding the Website and this Agreement shall be terminated automatically on such transfer, in respect of that particular Service provided by the Customer, but for the avoidance of doubt this Agreement shall continue in respect of all other Services which remain to be provided by the Company to the Customer.

The Company accepts no responsibility for and shall not be liable for any interruption of or loss of any of the Services, arising as a result of any transfer effected by the Company.

HARDWARE AND SOFTWARE

Where the service(s) comprise the supply of hardware or software, use of this hardware and software is licensed to you and unless otherwise specified in the specific terms relating to the applicable service, title to this does not pass to you at any time. Title remains with us and/or our suppliers.

You undertake to use the hardware and software in accordance with our instructions and with their respective licences. You will take all reasonable precautions against viruses and other disabling devices. You will maintain and keep confidential all user names and passwords and not disclose them to any unauthorised party. If you have any reason to believe that any such confidential information has become known to an unauthorised party, you should inform us immediately.

You undertake not to modify the hardware or software in any way. Any changes made to the settings within your control panel that cause disruption to the service, damage to the control panel/server are liable to a maintenance charge of a minimum of £20 in order to reinstate normal service.

TERMINATION

The Contract may be terminated by either party providing 30 calendar days written notice save that no such notice shall be served until the last day of the Term or the last day of the Renewal as the case may be.

In the event that the Customer terminates the Contract during the Term or during the Renewal, in circumstances other than because the Company has increased the charges or materially changed these conditions to the Customers detriment, the Customer must pay to the Company all outstanding Charges for the remainder of the Term or the Renewal as the case may be.

Either party hereto may terminate this Contract forthwith by notice in writing to the other party if:

the other party commits a material breach of this Contract and in the case of a breach capable of remedy, fails to remedy it within 30 days after being required to do so in writing by the other party; or the other party commits a material breach which cannot be remedied under any circumstances; or the other party fails to pay any Charges when due.

TERMINATION CONSEQUENCES

On termination of this Contract by either party for any reason whatsoever all amounts owing in respect of the Services shall become due and payable in full on demand whether or not then due and the Customer shall have no right to withhold or set off any such amounts; and The Company may delete all e-mail, websites and other data stored on the Services by the Customer and re-use the e-mail addresses, Domain Name(s) not held by the Customer. The Company shall not exercise this right for a period of 6 weeks in the event of termination by the Company other than for breach by the Customer; and The Company may cease to host the Website and cease to provide all other Services on behalf of the Customer with immediate effect; and Each party shall on request promptly return all documents or papers relating to the business of the other party which is then in its possession or control.

SUSPENSION, CANCELLATION, TRANSFER OR MODIFICATION OF SERVICE(S)

You acknowledge and agree that we may suspend, cancel, transfer or modify your use of the Services at any time, for any reason, in our sole discretion and without notice to you. You also acknowledge and agree that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Services. Without limiting the foregoing, we may, in its sole discretion, suspend, cancel, transfer or modify a domain name registration (a) to correct mistakes made by us, another registrar, or the applicable registry administrator, (b) to resolve a dispute related to that domain name, (c) within thirty (30) calendar days of the creation date of that domain name registration, (d) if you materially breach this Agreement (including any applicable additional rule or policy) and do not cure such breach within five (5) calendar days of notice by us, (e) if you use the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, or (f) if you use a domain name in connection with unlawful activity.

RENEWALS

All Services provided by the Company on behalf of the Customer are set up on a prepay basis and the Customer shall pay an annual renewal fee on each 12 month anniversary of the date on which the provision of the Services was activated. In the event of a dispute as regards this date, the Company's decision is final.

The Company reserves the right as its sole discretion to change the price in respect of any of the Services or the annual renewal fee provided to the Customer but all prices shall be fixed for the prepayment period.

6 weeks prior to the annual renewal date for each account in each year the Company will send an e-mail to the Customer at the e-mail address registered on the Customer account (and will send an automatic e-mail reminder every week thereafter up to the annual renewal date) notifying the Customer of the impending annual renewal and the amount of the annual renewal fee.

Unless the Customer notifies the Company in writing that it no longer requires the provision of the account/services by the Company at least 2 weeks of the annual renewal date, the Company shall be authorised to charge the amount of the notified annual renewal fee to the credit/debit card/direct debit registered on the Customer account.

The Customer is solely responsible for ensuring that it maintains a valid and up to date e-mail address and credit/debit card in respect of the Services and for notifying the Company immediately of any change to its billing address or other contact details.

If, for any reason, the Company is unable to take payment from the credit/debit card registered on the Customer account, the Company reserves the right to suspend or cancel any of the Services to the Customer until such payment is received in full.

In the event that the Company does cancel or suspend any account or service for any reason whatsoever, the Company shall not incur any liability whatsoever and particularly in respect of business interruption.

Whilst the Company will use all reasonable endeavours to ensure that the account(s)/services/domain name will be automatically renewed at the relevant renewal date, the Customer acknowledges that it is not possible for the Company to guarantee such renewal and that the Company shall not be liable for any failure in such renewal.

FORCE MAJEURE

Neither party shall be liable for any delay in performing or failure to perform its obligations hereunder if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials Provided that, if the event in question continues for a continuous period in excess of 30 days, either party shall be entitled to give notice in writing to the other party to terminate the Contract.

DATA PROTECTION

Unless indicated otherwise by the Customer, the Customer hereby agrees to allow the Company to collect and process data and information regarding the Customer's use of the Services and to provide this to sub-contractors and/or companies affiliated with the Company for the purposes of marketing the Company's services, or other related services, or for any other purpose connected with the Contract. In particular, but without limitation, if the Service is provided to the Customer following a third party referral, the Customer agrees that the Company may provide them with such reasonable information as they request regarding the installation of the Service and the Company's provision of the same to the Customer. The Company will provide the Customer on request with details of all such information held by the Company, and will modify any information that the Customer advises is incorrect.

Subject to and in accordance with the relevant data protection legislation, the Customer hereby consents to allow the Company to collect data regarding the Company's use of the Services and to provide such data to any governmental or regulatory body for the Company's compliance with any applicable laws and regulations.

Each party shall for the duration of any Agreement governed by these Terms and Conditions comply with the provisions of the Data Protection Act 1998, (including the data protection principles set out in that Act) and any similar or analogous laws, regulatory requirements or codes of practice governing the use, storage or transmission of personal data and shall not permit anything to be done which might cause or otherwise result in a breach by either party of the same.

The Company possesses the right to communicate with the Customer regularly via, but not limited to, electronic means.

The Company may, from time to time, send the Customer information relating to the services of other companies that the Company feels may be of interest to the Customer. If the Customer does not want to receive such information, it is to inform the Company in writing. The Company has the right to deny customer support to the Customer if the Customer fails to demonstrate to the Company representative upon receipt of a phone call or e-mail by the Company that they are indeed the Customer and therefore authorised to request that changes be made on the account. The Customer acknowledges that it may not always be possible for the Company to guarantee that breaches will not occur and therefore agrees to cooperate with the Company's staff in its requests for Customer authentication.

DATA BACKUP

Whilst the Company shall use its reasonable endeavours to ensure that backup copies of the Customer's Web Site and all Customer data contained in the Web Site are made at reasonable intervals, the Customer shall be solely responsible for the backup of such data and the Company shall not be liable for any damages, losses, costs or other expenses arising out of or in connection with any loss of data by the Customer which are due to the failure of the Customer or the Company to back up such data.

GENERAL

Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

The Customer shall indemnify the Company against all third party claims and losses, liabilities, costs and expenses (including without limitation reasonable legal expenses) that the Company may incur as a result of any breach of the Company's obligations under this Contract or misuse of the Services (whether by the Customer or not) provided that this indemnity shall not apply to the extent that any claim or part of a claim directly results from any wrongful or negligent acts or omissions by the Company.

The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

The Company may assign or otherwise transfer this Contract at any time without notification to the Customer. The Customer may not assign or otherwise transfer this Contract to any party without the Company's written consent.

The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

COMMUNICATIONS

All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission or by e-mail:

(in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or

(in the case of the communications to the Customer to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Customer.

(in the case of communication by e-mail), to the e-mail address held on the Company's files in respect of the Customer.

Communications shall be deemed to have been received:

(a) if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);

(b) if delivered by hand, on the day of delivery;

(c) if sent by facsimile transmission on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

(d) if sent by e-mail on receipt of a successful delivery notice.

Communications addressed to the Company shall be marked for the attention of The director.

Acceptance Form

I Accept the Terms & Conditions on behalf of :

Company : _____

Address : _____

Postcode : _____

Website Address(s) : **www.**_____

www._____

www._____

Product / Payment Type : _____

In Full :

Deposit of :

Outstanding Balance of :

Hosting Price : £

Paid In Full

Monthly instalments of:

Quarterly instalments of:

Other Services(Specify) : _____

Signed : _____

Name : _____

Date : ___ / ___ / ___