



TERMS AND CONDITIONS

All work done for our customers is subject to our standard Terms and Conditions, which are outlined below.

IMPORTANT: This agreement sets out the terms on which Ukcentric Ltd ("the Company") will provide services to you ("the Customer")

DEFINITIONS

1.1 In this agreement unless the context otherwise requires the following terms shall have the following meanings:

"Fees" means the charge for the provision of the Services as set out in the Statement of Work or such other charge or additional charges as the parties may agree in writing from time to time.

"Intellectual Property" means all intellectual property rights including without limitation all copyrights, moral rights, patents, trade marks, trade names, service marks, design rights, database rights, rights to domain names, and other similar intellectual property rights (whether registered or not) and applications for such rights as may exist anywhere in the world whether in relation to the design of the Site, its architecture, any logos or artwork or any software or source codes originated by the Company.

"Materials" means all Software, designs, artwork, graphics, manuals and other documentation (where the content allows) developed or supplied pursuant to this agreement in each case in machine and/or human readable form.

"Statement of Work" means the document provided by the Company (if any) setting out the Services to be provided to the Customer by the Company.

"Services" means the concept, design, build, delivery and hosting of the Site in accordance with the specifications set out in the Statement of Work (if provided) or as otherwise agreed from time to time between the parties in writing.

"Site" means the Customer's web site or part thereof.

"Software" means all software (including all HTML, JavaScript, Visual Basic, Java, VBScript, Transact-SQL, SQL, PHP, C++, C#, Perl and any other system) affecting the performance or use of the site, whether or not written by the Company (all preparatory design materials, modifications, updates and enhancements to it) required for the purpose of this Agreement.

"Timetable" means the timetable set out in the Statement of Work or as otherwise agreed from time to time between the parties in writing.

1.2 The headings in this agreement are for convenience only and shall not affect interpretation.

1.3 Unless otherwise stated references to clauses and sub-clauses relate to this agreement.

1.4 References to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and shall include references to any provisions of which they are re-enactments.

1.5 Where the context so provides references to Company and Customer shall include their respective employees, agents and sub-contractors.

2 SERVICES

2.1 The Company will deliver the Services and Materials to the Customer and provide to the Customer any other services agreed in writing from time to time between the parties and use all reasonable endeavours to ensure that these are delivered and provided in accordance with the Timetable.

2.2 Customers are prohibited from transmitting on or through any of the Company's services, any material that is, in the Company's sole discretion, unlawful, obscene, threatening, abusive, libellous, or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or international law. The Company's services may only be used for lawful purposes.

2.3 Transmission, distribution, or storage of any information, data or material in violation of UK, European, US, or other International regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute. The Company reserves the right to remove such illegal material from its servers.

2.4 Customers may not use the Company's services as to attempt to circumvent user authentication or security of any host, network, or account.

2.5 This includes, but is not limited to, accessing data not intended for the Customer, logging into a server or account the Customer is not expressly authorised to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organisation's security policy.

2.6 Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mailbombing, or other deliberate attempts to overload or crash a host or network.

3 FEES

3.1 The Customer shall pay the Fees to the Company.

3.2 The Customer shall pay all sums due within 30 days of the date of invoice (on condition that, where applicable, a valid invoice has been delivered).

3.3 Within 14 days of acceptance of the Statement of Work (or as otherwise evidenced in writing) by the Customer the Customer shall pay to the Company a non-refundable deposit of 50% of the total quoted cost of the project provided that if no such estimate has been given the Customer shall pay the sum of £250 to the Company.

3.4 The Company will not commence carrying out the Services until it has received the deposit required under clause 3.3 above.

3.5 The Company reserves the right to increase the Fees if changes to the Services are required by the Customer which depart from the original Statement of Work or any instruction given by the Customer to the Company.

3.6 If the Customer cancels this agreement at any time before the completion of the Services the Customer shall pay:

3.6.1 any fees that would have been charged by the Company to the date of such cancellation; and

3.6.2 any payments the Company has made or has contracted to make or liabilities incurred to any third parties in relation to the Site or the Customer.

3.7 Interest on overdue invoices shall accrue on a daily basis from the date when payment becomes due until the date of payment at a rate of 3% above Lloyds TSB plc base rate from time to time in force and shall accrue at such a rate after as well as before any judgement. Failure to raise an invoice in respect of interest shall not be deemed to constitute a waiver of the Company's rights to recover interest.

3.8 The Company will use all reasonable endeavours to produce designs and software that substantially meet the Customer's specifications. If the Customer rejects designs produced according to those specifications for aesthetic reasons or if the Customer changes their original specifications in light of the work produced, the Company reserves the right to charge additional fees for making any alterations required.

4 CONFIDENTIALITY

4.1 Each party agrees:

4.1.1 to keep all information about the other's business ("Confidential Information") strictly confidential;

4.1.2 not to use or copy Confidential Information save as agreed in writing with the other party;

4.1.3 and to procure that all persons to whom it discloses Confidential Information are bound by the terms of confidentiality at least equivalent to this.

4.2 This clause 4 shall not apply to either party in relation to information (other than by breach of any duty of confidence) that

4.2.1 has come into the public domain;

4.2.2 is obtained from a third party or was already known to that party before the Agreement; or is required to be disclosed by order of a court of competent jurisdiction.

5 INTELLECTUAL PROPERTY

5.1 The Company shall have sole title and ownership of all Intellectual Property Rights created or developed by the Company in the provision of the Services including but not limited to all Intellectual Property Rights in the Materials.

5.2 On completion of the Materials the Company shall grant to the Customer, provided that the Customer has paid all Fees invoiced to it by the Company, a perpetual, non-exclusive, royalty free licence to use the Materials ("Licence").

5.3 The Customer hereby irrevocably and unconditionally indemnifies and shall hold fully indemnified the Company from and against any and all actions, proceedings, losses, damages, liabilities, obligations, costs, claims, charges and expenses suffered by the Company of whatsoever nature arising out of or in connection with the Company's use of any materials supplied to it by the Customer in the course of its performance of its obligations relating to the design of the Site (including but not limited to any related copyrights, trade secrets, trade names, patents, or other intellectual property rights or obscenity laws in any country of jurisdiction in which the content of the Site can be reviewed or retrieved).

5.4 The Customer hereby grants the Company a licence to use images or extracts from the Site for promotional purposes for the Company and on its own website together with a link to the Site.

5.5 It is a condition of this agreement (and has been taken into account in assessing the Fees) that the Company will be credited on the Site as its creator), if so requested by the Company.

6 TERM

6.1 Either party may terminate this agreement without notice if the other is in breach of a material term or condition of this agreement and fails to remedy a remediable breach within 30 days of receipt of a written notice from the other party to do so specifying the nature of the breach.

6.2 Either party may terminate this agreement in the event that the other convenes a meeting of its creditors (or if a proposal is made for any composition, scheme or arrangement for the benefit of creditors); becomes unable to pay its debts as and when they fall due (within the meaning of section 123 of the Insolvency Act 1986); commits an act of bankruptcy or if a trustee, receiver or administrative receiver is appointed in respect of all or part of its business or assets; or has a petition presented against it for the purpose of considering a resolution or other steps are taken for the winding up of the other party (other than for the purposes of solvent amalgamation or reconstruction).

6.3 The rights and obligations of the Company and the Customer contained in clauses 4 and 5 shall survive any termination of this agreement. Termination of this agreement shall be without prejudice to any rights which have accrued to either party prior to termination.

7 LIMITATION OF LIABILITY

7.1 The Company will correct any errors in the Materials as a result of work carried out under this agreement for a period of 60 days from date of completion of the Site.

7.2 After the 60 day period specified in clause 7.1 above the Company shall offer basic technical support by phone or email provided that if the level of support required is high the Company reserves the right to charge for it.

7.3 Notwithstanding any other provision of this agreement, the Company does not hereby seek to limit or exclude any liability for (i) death or personal injury resulting from negligence, or (ii) fraudulent misrepresentation.

7.4 Subject to clause 7.3 above and save as otherwise expressly provided in this agreement:

7.4.1 all conditions, warranties, and representations express or implied, statutory or otherwise in respect of the Materials and the provision of the Services are hereby excluded;

7.4.2 in no event shall the company be liable to the Customer, regardless of the form of claim or action, for any losses whatsoever, howsoever caused, including without limitation:

7.4.3 lost profits, goodwill, business opportunities, or revenues of any kind;

7.4.4 lost software or data or loss of use of hardware, software, systems or data; and any indirect or consequential loss.

7.5 The Company will not be liable to the Customer for any unauthorised intrusion into the Site.

7.6 The Company will use all reasonable endeavours to back up the Customer's data but does not give any guarantee that lost data can be restored.

7.7 The Customer agrees that it shall defend, indemnify, save and hold harmless the Company from any and all demands, liabilities, losses, costs and claims, including all reasonable legal fees, that may arise or result from any service provided.

8 FORCE MAJEURE

8.1 The Company shall use all reasonable endeavours to provide the Services but shall be under no liability to the Customer if it shall be unable to carry out any provision of this agreement for any reason beyond its control including (without prejudice to the generality of the foregoing) an Act of God, war, strike, lockout or any other labour dispute, fire, flood, drought, failure of power supply, legislation, failure of third parties to supply software, design work or other materials or facilities or other cause beyond the control of the Company ("an Event of Force Majeure").

8.2 During the continuance of an Event of Force Majeure the Customer may by written notice to the Company elect to terminate this agreement and pay for Services rendered up to the date of such written notice and any materials used, but subject thereto shall otherwise accept delivery of the Materials when available.

9 GENERAL

9.1 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this agreement had been executed with the invalid provision eliminated.

9.2 In the event of there being any invalidity so fundamental as to prevent the accomplishment of the purpose of this agreement, the parties shall immediately commence good faith negotiation to remedy such invalidity.

9.3 The registration or obtaining of any domain name for the Customer shall be subject always to the relevant terms and conditions of the relevant registrar and shall be subject to any third party claims there may be in respect of trademark, copyright, and/or passing off and the Customer acknowledges and warrants that it has made all investigations and considered any competing claim there may be to or in respect of the name by third parties whether in the UK or elsewhere.

9.4 The Customer undertakes that it will not during the term of this agreement and for 12 months after completion of the Services or earlier termination of this agreement in accordance with clause 6 hereof (whichever is the later) either alone or in conjunction with or on behalf of any other person, directly or indirectly seek to entice away, solicit or engage any person who was during the term of this agreement an employee or consultant of the Company or was otherwise engaged by the Company and was involved in any way in the provision of the Services. Whilst both the Customer and the Company agree that this restriction is reasonable in all the circumstances it is agreed that if a court of competent jurisdiction considers that the restriction is invalid but would have been valid if either the period or its scope were reduced then the restriction will continue to apply with such limitation or limitations necessary to enable its validity.

9.5 The failure by either party to enforce at any time or for any period any one or more of the terms and conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

9.6 Except as otherwise expressly stated in this agreement neither party shall be entitled to assign this agreement nor all or any of their rights and obligations hereunder without the prior written consent of the other.

9.7 Any notice, request instruction or other document to be given hereunder shall be:

9.7.1 delivered or sent by first class post, by facsimile transmission or other electronic media (notices sent by facsimile transmission or other electronic media to be confirmed by letter posted within 12 hours);

9.7.2 to the address of the other party set out in this agreement (or such other address as may have been notified) or to the facsimile number or other electronic media address notified by one party to the other;

9.7.3 and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by facsimile transmission or other electronic media) upon the expiration of 12 hours after dispatch.

This agreement is subject to English law and to the exclusive jurisdiction of the English courts.