Terms and conditions.

Crafted®

Confidential

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1. Definitions

1.1. In these Terms and Conditions the following definitions apply:

Affiliate of a party means any entity which directly or indirectly owns or controls, is directly or indirectly owned or controlled by, or is in common ownership or control with, that party;

Business Day means a day other than Saturday, Sunday and public holidays when clearing banks generally are open for business in London;

Commencement Date means the date specified (if any) in the Order;

Confidential Information means all non-public commercial, financial or technical information relating to the products, services, plans, business models, product pricing and margins, know-how or trade secrets, which is obviously confidential or has been identified as such, or which is developed in performing its obligations under, or otherwise pursuant to this Contract;

Contract means the Order and these Terms, provided that terms in the Order which contradict any provision of these Terms shall prevail over the provision in these terms;

Customer Materials means all data and documents (and the media on which they are recorded), equipment and materials supplied by the Customer to the Supplier;

Deliverables means all documents, and materials produced by the Supplier or its agents in relation to the Services and to be supplied to the Customer including (if applicable) websites, 'apps', software or other actual or virtual products to be delivered to or for the Customer under the Contract as set out in the Order;

Intellectual Property Rights means copyright, patents, know-how, trade secrets, trade-marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, mask works, utility models, domain names and all similar rights and, in each case:

(i) whether registered or not,

(ii) including any applications to protect or register such rights,

(iii) including all renewals and extensions of such rights or applications,

(iv) whether vested, contingent or future,

(v) to which the Supplier is or may be entitled and

(vi) in whichever part of the world existing;

Order means the order for the Services agreed between the Customer and the Supplier, set out in the Supplier's confirmation of the order for the Services identifying the Services to be provided by the Supplier to the Customer;

Services means the services set out in the Order to be delivered by the Supplier to the Customer; Specification means the specification for the Services set out in the Order or the quotation proposed as accepted by the Order;

Supplier Material means all documents, materials, data, proprietary software (and the media on which they are each recorded), which are owned by the Supplier at the date of this agreement or created independently of this agreement;

Supply Location means the address specified in the Order;

Terms means the standard terms and conditions of business set out in this document;

1.2 Unless the context otherwise requires:

1.2.1 each gender includes the others;

1.2.2 the singular includes the plural and vice versa;

1.2.3 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;

1.2.4 clause headings do not affect their interpretation;

1.2.5 general words are not limited by example; and

1.2.6 references to legislation include any modification or re-enactment thereof.

2. The Order and incorporation of the Terms

2.1 Orders are not binding until accepted by the Supplier in writing.

2.2 Quotations issued by the Supplier are valid for 60 Business Days from issue. They do not constitute an offer to sell or supply. If the Customer wishes to purchase Services the subject of a quotation, it will need to confirm its desire to do so and the Supplier will confirm an Order as an act of acceptance of the Contract if it agrees to provide the Services to the Customer.

2.3 The Customer agrees that, in placing an Order, it has not relied on any representation or statement by the Supplier not set out in the Contract.

2.4 These Terms alone will apply to (and will form part of) the Contract for the supply of the Services by the Supplier to the Customer. They supersede any previously issued terms and conditions of supply.

2.5 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Contract.

2.6 No variation of the Terms or to an Order, or to a quotation from the Supplier will be binding unless expressly agreed in writing and executed by a duly authorise signatory on behalf of the Supplier.

3. Price and payment

3.1 The price for the Services will be as set out in the Order. The price will be exclusive of Value Added Tax unless the Supplier expressly confirms that a price is inclusive of VAT.

3.2 The price is payable in accordance with any instalment arrangements set out in the Order but will otherwise be due 30 days from the date of the Supplier's invoice(s).

3.3 The Supplier may vary its rates and/or prices for Services no more than once every six months. The Supplier will give the Customer

no less than 30 days' written notice of such variations. Where a proposed increase is unacceptable to the Customer, it may terminate the Contract on 30 days' written notice to the Supplier.

3.4 The Customer will pay all invoices:

3.4.1 in full, without deduction or set-off other than as required by law, in cleared funds to the Supplier's nominated bank account notified to the Customer from time to time.

3.4.2 Time of payment is of the essence and the Supplier reserves the right to stop work on the Services and to cease or suspend the provision of any ongoing Service (such as web hosting) in the event that any invoice is overdue for payment.

3.5 Where sums due hereunder are not disputed in good faith and are not paid in full by the due date:

3.5.1 the Supplier may, without limiting its other rights, charge interest on such sums at the rate of 8% per annum;

3.5.2 interest will accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

3.6 VAT will be charged by the Supplier and paid by the Customer at the then-applicable rate.

4. Provision of services

4.1 The Supplier will provide the Services to the Customer in accordance with the Contract and the Specification.

4.2 The Services will begin on the Commencement Date and be performed for the period set out in the Order until provision is complete or earlier termination of the Contract.

4.3 Whilst the Supplier will use reasonable endeavours to meet any milestone dates set out in the Order, such dates are approximate only, and time of performance is not of the essence.

4.4 The Supplier will not be liable for any delay in or failure of performance of the Services (including any failure to achieve any milestone or other date) so far as caused by an event of Force Majeure or the Customer's failure to perform its obligations under the Contract.

4.5 The Supplier may make any changes to the Services:

4.5.1 needed to comply with applicable law or safety requirements; or

4.5.2 which do not materially affect the nature or quality of the Services; and will notify the Customer in advance of such changes.

5. Supplier's obligations

5.1 The Supplier will:

5.1.1 perform the Services in accordance with the Contract;

5.1.2 ensure that the Services and any Deliverables comply with the Specification when delivered;

5.1.3 on completion of the Services or earlier termination of the Contract return all Customer Materials.

6. Customer's obligations

6.1 The Customer will pay the price for the Services in accordance with the Contract.

6.2 The Customer will:

6.2.1 provide the Supplier with all information requested by the Supplier without delay;

6.2.2 provide any Customer Materials in a format reasonably

requested by the Supplier.

7. Warranty

7.1 The Supplier warrants that:

7.1.1 it will exercise reasonable skill and care in the performance of the Services; and

7.1.2 it will perform the Services and produce any agreed Deliverables in accordance with the Order.

7.1.3 hosting services provided by the Supplier will not fail for more than four hours consecutively and if the interruption in service exceeds four hours the Supplier shall refund the hosting fee for the month in which the interruption commences.

7.2 Where Services fail to comply with clause 7.1, the Supplier will, at its option, correct or re-perform them to comply with the Contract, provided that:

7.2.1 the Customer informs the Supplier in writing within 28 days from the date of the provision to the Customer of any Deliverable that the Deliverable is defective, or, in relation to a continuing Service (such as hosting of a website) within 28 days of that part of the Services becoming defective; and

7.2.2 the Customer gives the Supplier a reasonable opportunity to investigate any defective Services.

7.3 The terms of the Contract will apply to any re-performed Services.

7.4 The Supplier will not be liable for any failure of any Services to comply with clause 7.1 to the extent:

7.4.1 caused by the Customer's failure to comply with the Supplier's instructions in relation to the Services;

7.4.2 caused by the Supplier following any Specification or other document supplied by or instruction from the Customer upon which the Supplier is expected by the Customer to rely without independently verifying it.

7.5 Except as set out in this clause

7.5.1 the Supplier gives no warranty in relation to the Services; and

7.5.2 will be under no wider liability for their failure to comply with the warranty in clause 7.1. than the limitations and exclusions of liability in clause 9 provide. In particular, the terms implied by sections 14 and 15 of the Supply of Goods and Services Act 1982 are expressly excluded.

8. Renewals and Operating System Upgrades

8.1 Where the Services includes obtaining and/or preparing domain name URLs, the Customer shall be deemed to have consented to the Supplier applying for renewals of such domain names and to paying the Supplier its reasonable charges for effecting such renewals;

8.2 Similarly, the Customer shall be deemed to have consented to the Supplier renewing Secure Socket Layer (SSL) registrations and to paying the Supplier its reasonable charges for effecting such renewals;

8.3 Where the Services include the development of an 'app' for the Customer, the Supplier shall confirm the operating systems upon which the app is capable of functioning and the Supplier gives no warranty that the app will function on subsequent versions of the Apple iOS or Android operating systems and the Supplier will not be required to alter or upgrade the app unless and until the Customer has agreed a fee for the upgrade work to the app.

9. Liability

9.1 The Supplier does not exclude its liability:

9.1.1 for death or personal injury caused by its negligence; or

9.1.2 for fraud or fraudulent misrepresentation;

9.2 Neither party will be liable for:

9.2.1 loss of data or use;

9.2.2 any form of indirect, consequential or special loss; or

9.2.3 any loss of. or failure to realise, expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect; and, in each case, however arising.

9.3 Without prejudice to other limitations on the Supplier's liability, the Supplier shall have no liability to the Customer in relation to:-

9.3.1 search engine optimisation becoming less effective over time due to changes in the search algorithms used by Google and other search engines;

9.3.2 third parties linking to the Customer's website having an adverse effect on search results;

9.3.3 historic links to websites having adverse effects on search engine optimisation.

9.4 Other than as set out above, the Supplier limits its liability (however arising) in respect of or in connection

with the Services, and otherwise in connection with the Contract, to £250,000 in connection with any claim against the Supplier or connected series of claims arising from the same matter.

10. Intellectual Property Rights

10.1 Nothing in this Contract will affect the rights (including Intellectual Property Rights) in the Supplier Materials which are and shall remain vested in the Supplier.

10.2 The Supplier hereby grants to the Customer a royalty-free, worldwide licence, revocable only for breach by the Customer of the terms of the Contract, to use the Supplier Material solely to the extent necessary to use the results of the Services. The Customer:

10.2.1 will not use the Supplier Materials for any other purpose;

10.2.2 will not modify or reverse engineer or take any similar action in relation to any proprietary software of the Supplier (except so far as required for interoperability);

10.2.3 may sublicense its Affiliates to use the Supplier Materials on the terms of this clause 10.2 , and provided that the Customer is liable for any breaches by them of such terms, but will not otherwise assign, sublicense or deal with the Supplier Materials;

10.3 The Supplier will indemnify the Customer against all reasonable costs and expenses incurred by the Customer arising from any claim made against the Customer that the receipt by the Customer of the Services or use by it of the results of the Services, in both cases in accordance with the Contract, infringes any third party intellectual property right, provided that if any such claim is made against the Customer, the Customer shall notify the Supplier in writing immediately and consult fully with the Supplier concerning the defence of the claim and shall not settle any such claim without the consent of the Supplier provided that the Supplier has not unreasonably refused or delayed the giving of such consent.

10.4 Nothing in the Contract will affect the rights (including Intellectual Property Rights) in the Customer Materials which shall remain vested in the Customer but the Customer hereby licenses the Supplier to use the Customer Materials only to the extent necessary for the Supplier to be able to perform the Services.

11. Confidentiality

11.1 Each party shall keep confidential all Confidential Information of the other party and will only use the other's Confidential Information as required to perform the Contract. The provisions of this clause will not apply to:

11.1.1 any information which was in the public domain at the date of this Contract;

11.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of this Contract or any related agreement;

11.1.3 is independently developed by the other party without using information supplied by the first party; or

11.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of this Contract.

11.2 This clause 11 will remain in force for a period of two years after termination of the Contract.

12. Force Majeure

12.1 Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract (Force Majeure). Failure to pay is not Force Majeure.

12.2 A party will not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

12.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and

12.2.2 uses reasonable endeavours to minimise the effects of that event.

12.3 If, due to Force Majeure, a party:

12.3.1 is or will be unable to perform a material obligation; or

12.3.2 is delayed in or prevented from performing its obligations for a continuous period which exceeds 30 days; the other party may terminate this Agreement on immediate notice.

13. Termination

13.1 the Contract may be terminated forthwith at any time by either party on written notice to the other if:

13.1.1 the other commits a material breach, or series of breaches resulting

in a material breach, of the Agreement and such breach is not remediable or is not remedied within 30 days of written notice to do so;

13.1.2 the other: (i) suspends or threatens to suspend payment of its debts, (ii) is unable to pay its debts as they fall due or (iii) is unable to pay its debts (being a company) within the meaning of Section 123 of the Insolvency Act 1986 or (being an individual) within the meaning of s 268 of the Insolvency Act 1986 or (being a partnership) there is any partner to whom any of the foregoing applies;

13.1.3 the other: (i) negotiates with its creditors for rescheduling of its debts, (ii) makes a proposal to or compounds with its creditors in respect of its debts other than solely by way of solvent amalgamation or reconstruction or (iii) makes an application to court for protection from its creditors generally;

13.1.4 the other passes a resolution for winding-up or for the appointment of an administrator, or a liquidator or administrator is appointed in relation to the other, or a winding-up order is made in relation to the other, except in relation to a solvent amalgamation or reconstruction;

13.1.5 a receiver or administrative receiver may be or is appointed in relation to the other or any of its assets;

13.1.6 any creditor of the other attaches, takes possession of, or any distress, execution or similar process is levied or enforced against, all or any part of the other's assets, and such attachment or process is not discharged within 14 days;

13.1.7 the other takes or suffers any action similar to any of the above in any jurisdiction;

13.1.8 there is a material change in the management, ownership or control of the other;

13.1.9 the other suspends trading, ceases to carry on business, or threatens to do either;

13.1.10 the other (being an individual) dies or ceases to be capable of managing his own affairs; or

13.2 In addition to its rights under clause 13.1, the Supplier may terminate the Contract at any time:

13.2.1 on 90 days' written notice to the Customer;

13.2.2 immediately on written notice to the Customer if the Customer has failed to pay any amount due under the Contract within 20 Business Days of the due date.

13.3 The Customer may terminate the Contract at any time on 30 days' written notice to the Supplier under clause 3.3.

13.4 On termination of the Contract for any reason:

13.4.1 the Customer will, within 5 Business Days, pay all invoices of the Supplier then outstanding and not disputed in good faith;

13.4.2 the Supplier will, within 20 Business Days, invoice the Customer for all Services provided but not yet invoiced and the Customer will pay such invoices within a further 20 Business Days (unless the invoice is disputed in good faith);

13.4.3 each party will, within 20 Business Days, return any materials of the other then in its possession or control. Pending such return, the first party will be responsible for such materials and will not use them for any purpose not connected with the Contract;

13.4.4 the accrued rights and liabilities of the parties will not be affected; and

13.4.5 clauses which expressly or by implication are to survive termination will do so.

13.4.6 The Supplier shall, within 20 Business Days of the termination of the Contract, deliver to the Customer in a format determined by the Supplier acting reasonably, the Deliverables and such software code as is necessary for an alternative provider to provide the Services in substitution for the Supplier provided that the Supplier will not be required to provide such materials until all invoices raised by the Supplier to the Customer have been paid.

13.5 If the Customer requires technical assistance from the Supplier to re-establish service independently following termination, the Supplier shall provide such assistance at its then current daily rates provided that the Customer has paid all invoices then outstanding whether due for payment or not, and also pays for such assistance in advance.

14. General

14.1 Time

Unless stated otherwise, time is not of the essence of any date or period specified in these Terms.

14.2 No set-off

All payments by the Buyer will be made without set-off or counterclaim, free and clear of and without deduction for any tax, levy, duty, charge, or withholdings of any kind now or in the future, imposed in any jurisdiction unless a party is compelled by law to deduct or withhold any such amounts, in which case it will pay to the other such additional amount as will ensure that the other is paid the full amount it would have received but for such deduction or withholding.

14.3 Relationship

The parties are independent businesses and not principal and agent, partners, or employer and employee.

14.4 Severability

If any part of these Terms is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Terms and the remaining provisions of the Terms will otherwise remain in full force.

14.5 Notices

Notices under this Agreement will be in writing and sent to the persons and addresses set out in the Order. They may be given, and will be deemed received:

14.5.1 by first-class post: on the second Business Day after posting;

14.5.2 by airmail: on the seventh Business Day after posting;

14.5.3 by hand: on delivery.

14.6 Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

14.7 Rights of Third Parties

This Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

14.8 Entire Agreement

The Contract constitutes the entire agreement between the parties in relation to its subject matter.

No other terms apply.

14.9 Succession

This Contract will bind and benefit each party's successors and personal representatives.

14.10 Governing Law & Jurisdiction

14.10.1 This Contract will be governed by the law of England and Wales.

14.10.2 Disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.