

TERMS AND CONDITIONS

These terms and conditions set out the agreement between you (the customer) and us (Suffolk Webs)
PLEASE READ THEM CAREFULLY

1. Start of agreement

- a) By signing the order schedule you have offered to take up the services of Suffolk Webs set out overleaf. You may not withdraw that offer without our consent. This does not affect your statutory rights.
- b) Our agreement starts on the date that we start providing you with our services (the start date)
- c) If for any reason we cannot accept your offer to take up our services, we will return your initial payment and that will be the end of our relationship.

2. Length of agreement

- a) Our agreement runs for the minimum period of twelve months.
- b) We may terminate our agreement at any time if:
 - i. you become insolvent or bankrupt; or
 - ii. you fail to meet any one or more of your obligations under our agreement. However We will give you at least 7 days to meet any such obligation before terminating our agreement.
- c) Should we have to terminate this agreement for either of the above reasons all rights to the domain names will remain with ourselves and the total balance due will become immediately payable. The rights to the domain name may be sold in order for us to recover our charges and all services will be discontinued.

3. Charges and Payment

- a) The charges for our services are set out overleaf.
- b) Charges will be due as set out overleaf.
- c) We will not increase the charges during the minimum period of our agreement.
- d) You may request additional services at any time after our agreement has started. If we agree to provide such services to you, you must pay the additional charges that apply to those services from the date that we start providing them to you. We may consider adding these payments to your monthly amount in part, or full. We reserve the right to the decision.
- e) You may not reduce the level of services being provided by us within the minimum period.
- f) We may adjust any sum, which is stated to include VAT, to reflect any changes in the rate of VAT.
- g) We may charge you a reasonable fee to cover our administration costs if any payment you are required to make is not honoured by your bank or building society.
- h) If you are late in making payment, we may charge you interest on the late payment at a rate of 2% above the base rate at HSBC Bank for the period from the date on which the payment should have been made until the date on which the payment is actually received by us.

4. Your Business

- a) You agree:

- i) that the information that you have given us, or give us in future, about your business is accurate and is not in any way misleading or offensive.
 - ii) we can make that information available to the public in whatever manner, and with whatever changes we see fit;
 - iii) your business details do not infringe any law regulation or rights of any other person;
 - iv) you will be courteous and efficient in all your dealings with people who contact you through Suffolk Webs or any of its subsidiaries.
 - v) Suffolk webs will own the intellectual property rights in any design work it carries out in providing the services for you.
 - vi) you will pay all charges owed to us on the due date.
 - viii) you will keep the details of our agreement, and any other such information which you learn about Suffolk Webs, its business, technology and its customers, strictly confidential and not disclose such information to any third party.
- b) If we suffer any loss as a failure to meet any of your obligations under clause 4 (a), you must pay us the full amount of any such loss.

5. Our Liabilities

- a) We will not be liable to make any payments to you for any delay or failure to meet our obligations under our agreement if the delay or failure results from events beyond our reasonable control. This includes (but is not limited to) events that are within control of third parties such as our computers, telecommunications and Internet suppliers.
- b) Our total liability to you for any reason (other than an event covered by clause 5(a) is limited to the total amount you have to pay to Suffolk Webs during the minimum period of our agreement. We will not pay you any compensation for your loss of business or profits, or any other indirect loss. By limiting our liability in this way, we are not limiting or excluding any liability for personal injury or death caused by our negligence.

6. General

- a) We will not be liable to return any artwork or other material that you supply to us for the purpose of providing our services to you.
- b) To maintain the quality of the service we provide to our users, we reserve the right to change the terms and conditions and the nature of our services, which we have agreed to provide to you at any time by giving you, at least 28 days advance notice in writing.
- c) You may not transfer any of your rights or obligations under our agreement to anyone else without our prior written consent.
- d) If you need to write to us for any reason in connection with our agreement, please send your correspondence to our office address, as set out overleaf. We will write to you at your invoice address, as set out overleaf, unless you supply us with a different address for correspondence.
- e) These terms and conditions, together with the order schedule overleaf, and any additional attachments to the order schedule form the whole of our agreement. They apply in place of any other terms or statements discussed between you and any Suffolk Webs representative.
- f) Our agreement will be governed by English Law.