

Introduction

The terms and conditions (including the definitions) set out in **Part 1** below, as amended from time to time, apply to the Contract. The terms and conditions set out in **Part 2** as amended from time to time, apply only to contracts for the sale of our Online Services, but are to be read in addition to those set out in **Part 1**.

Please note that **Part 1** of these terms and conditions and any additional terms (in any case whether provided separately or those conditions also contained in **Part 2** of these terms and conditions) must be read together and together shall be referred to as the "Conditions".

Important notice

While we believe that the national standing we enjoy as a licensee of Kall Kwik Limited is built upon a reputation for providing a service to the highest competitive standards, even the best of enterprises must take account of the possibility however remote, of error, omission or wrongdoing. We therefore draw your attention to the following standard conditions (and in particular conditions **Part 1: 9.5, 11, 12, 13, 14 and 15** and **Part 2: 1.7, 1.8, 2.3 and 3.4** thereof) which contain provisions defining and limiting our liability in respect of any potential default. Copying, whether of words, images, printed music or other material is likely to comprise a breach of copyright unless it is authorised. Customers should not request copying services unless they are sure that they comply with the warranty contained in condition 17.

PART 1: TERMS AND CONDITIONS APPLICABLE TO ALL CONTRACTS FOR THE COMMISSIONED WORK

1. Definitions and Interpretation

1.1 In these Conditions:

the "Centre Owner" means the person or legal entity specified at the bottom of these Conditions being an independently owned business operating under a licence from Kall Kwik Limited;

the "Commissioned Work" means the physical design work, copying, printing, scanning, archiving or other work howsoever described including where the context so admits, each edition of a periodical publication ordered by the Customer from the Centre Owner;

the "Contract" means the contract between the Centre Owner and the Customer for the purchase of the Commissioned Work and/or Online Services in accordance with these Conditions;

the "Customer" means the person, firm, company or organisation who orders the Commissioned Work pursuant to these Conditions;

the "Customer's Materials" means all materials delivered to the Centre Owner by or on behalf of the Customer;

the "Intellectual Property Rights" means any copyright, design right, registered design, trade mark whether registered or not, right of confidentiality or any other similar right whether arising in the United Kingdom or elsewhere in the world;

the "Online Services" means the website design, email marketing, hosting and domain name registration services as may be provided by the Centre Owner from time to time;

the "Order" means the Customer's order for the Commissioned Work;

the "Origination Items" means the physical material originated during the course of the design work by the Centre Owner (including without limitation; artwork, photographic negatives, transparencies and printing plates, together with all other intermediate material including film work, stereotypes, proofs and progressives);

the "Proof" means a sample copy of the Commissioned Work prepared by the Centre Owner and submitted to the Customer for approval prior to printing;

the "Estimate" means the estimate annexed to these Conditions.

1.2 Construction

In these Conditions the following rules apply:

- a person includes a natural person, corporate or incorporate body (whether or not having separate legal personality);
- a reference to a party includes its personal representatives, successors or permitted assigns;
- a reference to any statute or statutory provision is a reference to such statute or provision as amended or re-enacted; and
- a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. Basis of Contract

2.1 The Centre Owner and the Customer shall contract subject to these Conditions which shall govern their relationship to the exclusion of any other terms and conditions contained or referred to in the Customer's Order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing and any purported provisions to the contrary are hereby excluded.

2.2 The Centre Owner shall provide the Customer with an Estimate. By accepting the Estimate and by placing an Order, the Customer agrees to the Conditions, at which point the Contract shall come into existence.

3. Prices and Payment

3.1 Unless expressly stated to the contrary all costs and fees are exclusive of any applicable value added or any other sales tax and any applicable delivery charges, for which the Customer shall be additionally liable.

3.2 The Centre Owner reserves the right to increase any part of the costs or fees payable:

- in respect of design work where the Customer's requirements are not clear, necessitating the production of additional proofs;
- where poor quality artwork is provided by the Customer necessitating the use of higher quality plates;
- where the Commissioned Work is ordered more than ten working days prior to delivery to reflect any increase in the cost to the Centre Owner such as, without limitation, increases in the costs of labour, materials or other costs;
- any change in delivery dates, quantities or specifications requested by the Customer;
- any delay caused by any instructions of the Customer changes to the Order, failure of the Customer to give the Centre

Owner adequate information or failure of the Customer to supply clear or legible copy;

(f) failure or delay of the Customer to take delivery instructions.

3.3 The Centre Owner shall seek to notify the Customer of the amount of any increase as soon as reasonably practicable. The Customer shall have the right to cancel the Order if the reason for the price increase is as set out in condition 3.2(c) above and the price has increased by more than 10% provided notice of cancellation is given by the Customer as soon as reasonably practicable on receiving notification of such increase but the Customer shall pay the Centre Owner on a pro-rata basis calculated from the costs and fees originally agreed for any part of the Commissioned Work which had been completed at the time of cancellation of the Order; If the reason for the increase is as set out in condition 3.2 (a), (b), (d), (e) or (f) above the Customer may cancel if the price increase is more than 20% and in such circumstances the pro rata costs payable by the Customer shall be calculated on the increased costs.

3.4 Unless otherwise agreed in writing by the Centre Owner, payment of the Centre Owner's invoices shall be made at the time of delivery of the Commissioned Work. Time of payment is of the essence.

3.5 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Centre Owner in order to justify withholding payment of any such amount in whole or in part. The Centre Owner may at any time, without limiting any other rights or remedies it may have, set-off any amount owing to it by the Customer against any amount payable by the Centre Owner to the Customer.

3.6 Customers may apply to become credit account Customers by completing the Centre Owner's credit application form. The Customer's application shall be accepted by the Centre Owner at its sole discretion. Credit account Customers shall pay the Centre Owner within 30 days of the date of the Centre Owner's invoice.

Where credit facilities are granted, the Centre Owner reserves the right to withdraw them at any time without having to provide its reasons and, in such a case, all outstanding invoices become due and payable in respect of the Commissioned Work.

3.7 If the Customer fails to make payment on the due date, the Centre Owner shall be entitled to charge the Customer interest under the Late Payment of Commercial Debt Act 1998 as amended.

3.8 The Centre Owner may require the Customer to pay a deposit at the time the Order is placed. Furthermore, if in the opinion of the Centre Owner the creditworthiness of the Customer shall have deteriorated prior to delivery, the Centre Owner may require full or partial payment of the price prior to delivery.

4. Preliminary Work

4.1 The Centre Owner shall charge and the Customer shall pay the Centre Owner for all preliminary work carried out, whether experimental or otherwise, at the Customer's request.

4.2 In the event that the Centre Owner accepts early termination by the Customer of any preliminary work, the Customer shall pay the Centre Owner for the preliminary work if any carried out prior to such termination on a pro rata basis.

5. Proofs

5.1 It shall be the responsibility of the Customer to inspect all Proofs submitted for approval. Printing cannot proceed without prior approval in writing by the Customer (signing off) of the Proofs.

5.2 The Centre Owner shall not be liable to the Customer for any errors not corrected by the Customer in Proofs so submitted.

5.3 The Customer's alterations, except typographical or other errors made by the Centre Owner, and any additional Proofs necessitated thereby shall be charged extra to the Customer.

6. Full Colour Printing

6.1 Due to the nature of the processes involved the Centre Owner does not guarantee that the Commissioned Work will match the Customer's Materials in colour, saturation or texture.

6.2 Customers who require colour reproduction to a specific standard must state this requirement in writing in their Order and request a set of wet proofs for each item to be printed. An additional charge shall be made to the Customer for this service which shall be agreed with the Customer prior to commencement of the Commissioned Work.

6.3 The Customer shall be responsible for ensuring that the Customer's Materials supplied are suitable for full colour printing and the Customer's attention is brought to condition 12.2 in this respect.

7. Variations in Quantity

7.1 The Centre Owner shall endeavour to deliver the correct quantity of the Commissioned Work but Orders for the Commissioned Work are accepted on the condition that the Customer accepts a margin of 5% (or 10% for colour copies) for over supply or shortfalls in quantity.

8. Suspension and Cancellation

8.1 Should work be suspended at the request of, or delayed through any default of the Customer for a period of 30 days or more, the Centre Owner shall then be entitled to payment for the work already carried out, materials specially ordered and other additional costs including storage.

8.2 Cancellation of an Order may be made initially by telephone contact, or email, however following this, the Centre Owner shall require formal notification of the cancellation from the Customer by written notice. The Customer will be invoiced for the Commissioned Work completed up until the date of cancellation.

8.3 In the event of cancellation of the Commissioned Work, the Customer's Materials shall be returned to the Customer.

9. Delivery

9.1 Delivery of the Commissioned Work shall be made when the Centre Owner has notified the Customer that the Commissioned Work is ready for collection.

9.2 Delivery and insurance is free within 5 miles for orders in excess of £250. If the place of delivery is outside 5 miles the Centre Owner shall charge for such delivery and insurance at the rates ruling at the date of delivery.

9.3 Should special urgent deliveries be agreed between the parties, an extra

cost may be charged to the Customer to cover any overtime or additional costs incurred by the Centre Owner.

9.4 The Centre Owner shall endeavour to fulfil all Orders which may from time to time be placed with it by the Customer and shall endeavour to comply with delivery dates quoted but the time for delivery shall not be of the essence.

9.5 The centre owner shall not be liable for any direct or consequential loss incurred by the customer or any third party arising out of late delivery or non-delivery of the commissioned work, unless such delay has been caused by the centre owner's failure to use its endeavours to comply with delivery dates.

9.6 Where the Order is to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Centre Owner to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more of the instalments shall not entitle the Customer to treat the Order as a whole as repudiated or cancelled.

9.7 If the Customer fails to take/accept delivery of the Commissioned Work within 20 working days of the Centre Owner notifying the Customer that the Commissioned Work is ready, then, except where such failure or delay is caused by a force majeure event or the Centre Owner's failure to comply with its obligations under the Contract, the Centre Owner shall store the Commissioned Work until delivery takes place, and charge the Customer for all related costs and expenses (including insurance); and

If after 20 working days on which the Centre Owner notified the Customer that the Commissioned Work was ready for delivery the Customer has not taken delivery of it, the Centre Owner may resell or otherwise dispose of part or all of the Commissioned Work and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Commissioned Work or charge the Customer for any shortfall below the price of the Commissioned Work.

10. Risk & Title

10.1 The risk in the Commissioned Work shall pass to the Customer on delivery and the Customer should therefore be insured accordingly.

10.2 Notwithstanding delivery and passing of risk, the legal property in and beneficial ownership of the Commissioned Work shall remain with the Centre Owner until the Customer has paid all money owed by it to the Centre Owner in respect of the Commissioned Work.

10.3 The Centre Owner may for the purpose of checking that these Conditions are being complied with or recovering the Commissioned Work enter upon any premises where it is stored or where the Centre Owner reasonably believes it to be stored.

10.4 Until payment is made the Customer shall possess the Commissioned Work as fiduciary agent and bailee only and shall store each item of the Commissioned Work securely and separately from the Customer's own goods or those of any other person or previously Commissioned Work and in a manner which makes them readily identifiable by reference to the Centre Owner's invoices.

10.5 The Customer's right to possession of the Commissioned Work shall cease if any of the events described in condition 19 occurs.

10.6 The Customer grants the Centre Owner an irrevocable licence to enter at any time any vehicle or premises owned or occupied by the Customer or in its possession for the purpose of repossessing and removing any of the Commissioned Work the property in which has remained in the Centre Owner under condition 10.2.

The Centre Owner shall not be responsible for and the Customer will indemnify the Centre Owner against liability in respect of damage caused to such vehicles or premises in such repossession and removal being damage it was not reasonably practicable to avoid.

10.7 Conditions 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6 are without prejudice to the Centre Owner's rights and remedies if the Customer fails to make payment on the due date or is otherwise in breach of the terms of these Conditions.

11. Standing Material

11.1 All materials used by the Centre Owner in fulfilling an Order belong to the Centre Owner absolutely subject to condition 13 below regarding origination items.

12. Customer's Materials

12.1 Whilst the Centre Owner shall endeavour to preserve the Customer's Materials in good order (subject to such wear and tear as may be incurred in the course of printing or carrying out the design work), they remain at the Customer's risk and liability for damage to, destruction or loss of such materials is excluded save where such damage, destruction or loss is caused by the Centre Owner's negligence. The Customer shall supply adequate quantities of such materials to cover spoilage.

12.2 Whilst the Centre Owner shall endeavour to maintain its usual quality standards where the Customer's Materials are used, the Centre Owner shall not be liable for imperfect work caused by defects in or unsuitability of the Customer's Materials and the Customer shall not be entitled to reject such work for such reason.

12.3 The Centre Owner shall reserve the right to reject any Customer's Materials which appear to the Centre Owner to be unsuitable. If the Customer's Materials are found to be unsuitable during production of the Commissioned Work then an additional cost may be incurred.

12.4 When Customer's Materials are supplied by the Customer in an electronic format, such as email, CD-ROM or memory stick, it is the responsibility of the Customer to make sure that no form of virus or any other software which can cause harm to the Centre Owner's computers or electronic equipment or to the computers or other electronic equipment of any third parties, or invades the privacy of the Centre Owner or any third party, is contained on the electronic format supplied. The Customer shall be liable for any costs so incurred by the Centre Owner or any third party as a result of this.

12.5 The Centre Owner shall have a lien over the Customer's Materials against payment of all costs or fees in respect of the Commissioned Work due to it by the Customer from time to time and shall be entitled (if any payment is not made on the

due date) to dispose of the Customer's Materials for such sums (if any) as the Centre Owner may in its discretion think appropriate towards settlement of the amount due.

12.6 On payment by the Customer of all sums due to the Centre Owner in respect of the Commissioned Work, the Centre Owner will return to the Customer, the Customer's Materials.

13. Design Work

13.1 Subject as provided in this condition 13, all design work originated by the centre owner shall, as to its material elements and as to the copyright or design right in relation to it belong to the centre owner, and the Customer shall not have any right to reproduce or authorise any other person to reproduce any such design work in whole or in part or to do any act which would, in the absence of authorisation by the Centre Owner, infringe any copyright or design right which may subsist in relation to any such design work.

13.2 Subject to condition 13.3 all Origination Items belong to the Centre Owner absolutely.

13.3 On payment by the Customer of all sums due to the Centre Owner in respect of the Commissioned Work, the Centre Owner will:

- (a) deliver and transfer to the Customer the Origination Items; and
- (b) at the Customer's request assign to the Customer the Centre Owner's copyright and design right in relation to the design work subject to payment by the Customer of all additional expenses relating to such assignment.

14. Scanning and Archiving

14.1 The Customer having been advised to retain hard copies of all documents and seek advice from its appropriate professional advisors prior to the destruction of any original documentation, the Centre Owner shall not be liable for any loss suffered by the Customer by virtue of any item supplied by the Centre Owner being inaccurate, containing defects or being erased unless such loss arises by virtue of the Centre Owner's negligence and/or breach of contract.

15. Liability

15.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be lawful for the Centre Owner to exclude or restrict liability.

15.2 Subject always to condition 15.1 above:

- (a) the Centre Owner shall under no circumstances whatever be liable to the Customer, whether in contract or tort (including negligence) breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Centre Owner shall not be liable to the Customer in respect of a claim relating to the Commissioned Work unless the Customer shall notify the Centre Owner in writing of such claim, such notice to be received by the Centre Owner within the following time limits depending upon the nature of the claim:

| Nature of The Claim | Time Limit |
|---|----------------------------|
| Damage, loss or partial loss in transit | within 7 days of delivery |
| Non-delivery | within 7 days of despatch |
| Any other claim | within 28 days of delivery |

Provided that the above time limits shall not apply where the Customer can show that compliance with the time limits was not possible and that notice of the Customer's claim had been given to the Centre Owner as soon as reasonably practicable; and

- (c) any liability incurred by the Centre Owner in respect of any of the Commissioned Work supplied pursuant to these Conditions howsoever arising shall be limited at the Customer's option to re-printing the Commissioned Work, refunding the costs or fees paid, or replacing or refunding the cost of the Customer's Materials.

15.3 These Conditions do not and will not affect the statutory rights of the Customer as a consumer. No provision in these Conditions which would be void by virtue of Section 6 or Section 20 of the Unfair Contract Terms Act 1977 (as amended) shall apply to any consumer transaction governed by these Conditions.

15.4 For the purposes of the foregoing the expressions "consumer" and "consumer transaction" shall have the respective meanings given thereto in paragraph 2 of the Consumer Transactions (Restrictions on Statements) Order 1976 (as amended).

16. Force Majeure

16.1 The Centre Owner shall not be liable to the Customer or be deemed to be in breach of any Order for the Commissioned Work by reason of any delay in performing or failure to perform any of the Centre Owner's obligations in relation to the Order placed by the Customer if the delay or failure was due to any cause beyond the Centre Owner's reasonable commercial control.

17. Illegal Matter

17.1 The Centre Owner may refuse to print any material which in its opinion is deemed illegal, libellous or offensive or may infringe the Intellectual Property Rights of any third party.

17.2 The Customer warrants to the Centre Owner that it owns the Customer's Materials and all Intellectual Property Rights in them and that the Customer's Materials do not infringe any Intellectual Property Rights of any third party and would not if used in or in relation to the sale of any Commissioned Work or the provision of any services infringe any Intellectual Property Rights of any third party.

17.3 The Customer warrants that it has complied fully with the Data Protection Act 1998 and all other relevant legislation, that it has obtained all necessary consents from data subjects for the use of such data subjects' personal data which it requires the Centre Owner to process.

17.4 The Customer shall indemnify the Centre Owner and keep it indemnified in respect of all costs, claims, liabilities and expenses to which the Centre Owner may be subject as a

result of a breach of condition 17.1 and 17.2 above. The indemnity shall extend (without limitation) to any amount paid on a lawyer's advice in settlement of any such claim and to the Centre Owner's legal costs.

18. Periodical Publications

18.1 Where the Customer places an Order with the Centre Owner for the printing of periodical publications such a contract may only be terminated by one party giving the other party written notice. The minimum period of such notice shall be as follows:-

| Nature of publication | Length of Notice |
|-----------------------|------------------|
| Weekly | 1 month |
| Fortnightly | 2 months |
| Monthly | 3 months |
| Quarterly | 6 months |

18.2 This condition 18.1 is without prejudice to the Centre Owner's right to terminate the Contract with immediate effect if the Customer fails to make payment on the due date or is otherwise in breach of the terms of these Conditions.

19. Insolvency and Breach

19.1 Any Order may be terminated by either party at any time by notice in writing if the other party, being an individual or partnership, has a statutory demand or bankruptcy petition issued against him or any partner or applies to the court for an interim order under the Insolvency Act 1986 or makes a proposal for an individual voluntary arrangement under that legislation or being incorporated:

- (a) goes into compulsory or members' voluntary liquidation or passes a resolution for a voluntary winding up, or its directors convene a meeting of the members for that purpose; or
- (b) has an administrative receiver or receiver appointed over all or any part of its assets or undertaking; or
- (c) is the subject of any judgment or order made against it which is not complied with within seven days or is the subject of any execution, distress, sequestration or other process levied upon or enforced against any of its assets; or
- (d) has any action, step, legal proceedings or other procedure taken in respect of it by its directors, shareholders, bankers, creditors or any person seeking to appoint a liquidator or an administrator or takes any such act or step itself; or
- (e) has proposed in respect of it a company voluntary arrangement pursuant to the Insolvency Act 1986 as amended from time to time; or
- (f) ceases or threatens to cease to carry on business; or
- (g) gives the terminating party reasonable grounds for believing that it (the other party) is unable to meet its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986 as amended.

19.2 If the Customer is in breach of any of its obligations under these Conditions or the Conditions are terminated by the Centre Owner under 19.1 above, then the Centre Owner without prejudice to any of its other rights may immediately suspend the performance of any Order placed by the Customer and shall be entitled to charge the Customer, and the Customer shall immediately become liable to pay for any Commissioned Work already carried out (whether completed or not) including the cost of any materials purchased on behalf of the Customer.

20. Variation

20.1 No variation of these Conditions shall be binding upon the Centre Owner unless made in writing and signed by a duly authorised representative of the Centre Owner.

21. Assignment

21.1 The Centre Owner may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

21.2 The Customer may not assign, transfer, charge sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Centre Owner.

22. Notice

22.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.

22.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 22.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or; if sent by e-mail, one working day after transmission.

22.3 The provisions of this condition 22 shall not apply to the service of any proceedings or other documents in any legal action.

23. Severance

23.1 In the event of any provision of these Conditions being or becoming legally ineffective or unenforceable either in its entirety or in part, this shall be without prejudice to the validity of and shall not invalidate the remaining provisions of these Conditions which shall remain in full force and effect.

24. Entire Agreement

24.1 These Conditions constitute the entire agreement of the parties as to the subject matter hereof and supersede all previous agreements and understandings (if any) between the parties and all representations made with respect thereto, unless agreed in writing and signed and dated by both parties as a variation to these Conditions.

24.2 The Customer acknowledges that he has not relied on any representation or warranty not contained in these Conditions.

25. Waiver

25.1 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed to be a waiver of any subsequent breach or default.

25.2 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy.

25.3 No single or partial exercise of such right or remedy shall

preclude or restrict the further exercise of that or any other right or remedy.

26. Third Party Rights

26.1 No person who is not a Customer shall have any rights pursuant to the Contracts (Rights and Third Parties) Act 1999.

27. Governing Law

27.1 These Conditions shall be governed by English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

PART 2: TERMS AND CONDITIONS APPLICABLE TO ONLINE SERVICES ONLY

Part 2 of these Conditions are additional terms which apply only to Customers' orders for Online Services. They are to be read together with **Part 1** of these Conditions (which may be amended from time to time).

In the event of a conflict between **Part 1** and **Part 2** of these Conditions, the terms of this **Part 2** shall prevail over **Part 1** when purchasing the Online Services.

1. Website Design

1.1 The Customer agrees to make available as soon as is reasonably possible to the Centre Owner all materials required to complete the website to the agreed standard and within the set deadline. The Centre Owner cannot guarantee that it will meet the original agreed deadline should the Customer fail to provide such material within an agreed timescale.

1.2 The Centre Owner will be responsible for the design and development of the website and shall not update, alter or maintain the Customers' website once it goes live, unless otherwise agreed. Any future structural or design changes to the website may require the issuing of a new estimate.

1.3 The website, graphics and any programming code remain the property of the Centre Owner until the Centre Owner has received payment in full for any Commissioned Work and/or Online Services that the Centre Owner has supplied to the Customer in respect of which payment has become due.

1.4 The Centre Owner will endeavour to ensure that any developed/designed website or application will function correctly on the server it is initially installed on and that it will function correctly when viewed with standard web browsing software. The Centre Owner can offer no guarantees of correct function with all browser software and operating platforms.

1.5 The Customer is expected to test fully any application or programming relating to a website developed by the Centre Owner before being made generally available for use. Where "bugs", errors or other issues are found after the website is live, the Centre Owner will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the Customer's specification.

1.6 The Centre Owner cannot guarantee that the Online Services are problem free and accurate.

1.7 The use of the Customer's website is at the visitors' or users' own personal risk. The Centre Owner does not warrant the content or accuracy of any material or other information on the Customer's website, nor does it warrant that the website is free from errors, faults, viruses or other computer or data-corrupting or data-damaging material.

1.8 Subject to condition Part 1: 15.1, the Centre Owner will not be liable for:

- (a) any costs incurred, compensation or loss of earnings due to the unavailability of the website, its servers, software or any material provided by its agents;
- (b) any costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines;
- (c) any failure by the Customer to comply with regulations related to accessibility, selling online or regulations related to a specific business or trade.

2. Hosting

2.1 The Centre Owner may arrange hosting for the website and the subscription for this will be outlined to the Customer in the Estimate.

2.2 The Centre Owner will endeavour to provide a reliable and professional hosting service to the Customer at all times but cannot guarantee that the website hosting will be available at all times, especially in the event of a technical failure beyond the Centre Owner's control.

2.3 Subject to condition Part 1: 15, the Centre Owner will not accept any liability for losses caused by the unavailability, malfunction or interruption of the hosting service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss for the Customer.

2.4 Renewal of the hosting service is due on an annual basis and shall be with a third party web hosting company. The hosting service will not be renewed if the Centre Owner cannot contact the Customer, or if the Customer requests for the Centre Owner to not host the website.

3. Domain Names

3.1 Domain names will be registered by the Centre Owner, however the Customer is the legal owner of the domain and if the Customer requests to have details changed or the domain transferred elsewhere, the Centre Owner will do this within reasonable time, for an additional fee.

3.2 Domain names of the Customer's choice (subject to availability) may be provided by the Centre Owner. The Customer's domain name cannot be a domain name that is already registered with another provider.

3.3 The Customer warrants that the domain name sought is not a trademark of a third party. The Customer agrees to indemnify the Centre Owner, including any incidental costs, against any claims that a domain name applied for, or obtained, violates the Intellectual Property Rights of any third party.

3.4 It is the responsibility of the Customer to renew their domain names when due. If a domain name expires, the Centre Owner will not be held liable for this. However the Centre Owner will make a reasonable effort to contact the Customer regarding domain renewal.