

The Contractor: Burwell Web Communications
of

The Customer:

The Cost £ or the hourly rate charged £

The Contract will be completed by 20

Payment Terms: 30 days from invoice

Clauses no
Overleaf shall NOT apply to this Agreement

Signed
(Burwell Web Communication)

Signed

Dated 20

BURWELL WEB COMMUNICATIONS

TERMS AND CONDITIONS

NOTICE

- THESE CONDITIONS SHALL APPLY TO THE CONTRACT BETWEEN US
- THEY CONTAIN EXCLUSIONS AND LIMITATIONS ON OUR LIABILITY
- PLEASE READ THEM ALL CAREFULLY

1. SCOPE OF SERVICES

- 1.1 At any time during the term of this Agreement the Customer may request work in addition to the Services.
- 1.2 All such additional work and the cost to be agreed in writing between the Parties and it shall be subject to these terms and conditions and will be effective upon the Parties authorised signatories signing and dating the same.

2. NOTICE OF DELAY

- 2.1 Unless a date is specified on the front page the Contractor will use all reasonable efforts to complete the contract in a timely manner.
- 2.2 The Contractor will notify the Customer promptly of any event that may affect its ability to:-
- (a) Deliver the agreed Services at all or
 - (b) Cause a material delay in their delivery

2.3 The Contractor shall not be in breach of this Agreement as a result of a reasonable delay occurring for any reason

3. PRICE AND PAYMENT

3.1 If the Contractor quotes an unqualified and unconditional price then that is deemed to be a fixed price.

3.2 Unless the front page provides for progress payments or some other type of payment schedule the Customer shall pay the full amount of the invoice within 30 days of the invoice date.

3.3 Any web-hosting services shall not commence until the invoice is paid in full and web-hosting services will be withdrawn or suspended in the event of any default on a monthly payment.

3.4 In the event that the Services cannot be provided on a fixed basis payment will be based on the time spent in delivering the Services on the hourly rate specified on the front page.

3.5 The Parties may under clause 3.4 agree a maximum total amount to be worked to.

3.6 In the event that the maximum total amount is insufficient to fully deliver the Services the Contractor shall provide a written notice to the Customer indicating the estimated additional costs and the Customer on receipt of such a notice shall within 7 days request the Contractor to:-

- (a) Halt all work
- (b) Continue on a time and material basis
- (c) Suspend work until a further fixed price is agreed

3.7 Hourly or daily rates are subject to change on 30 days written notice to the Customer.

4. TERM AND TERMINATION

[select appropriate option]

4.1.1 For website-hosting this Agreement will be for a 5 year period.

4.1.2 This Agreement is for 12 months and thereafter on an annual basis.

4.1.3 This Agreement will end on the date on the front page.

4.2.1 Either Party shall have the right on giving to the other not less than 6 months prior written notice (in the event of clause 4.1.1 applying) to extend the Agreement for a further 5 years period.

4.2.2 Either Party shall have the right:-

- (a) If clause 4.1.1 applies after the first 5 year period or
- (b) If clause 4.1.2 applies after 12 months to terminate the Agreement by giving to the Other 6 months prior written notice.

4.3 Either Party may on 5 days written notice terminate this Agreement if:-

- (a) Any sum due to be paid under the Agreement is not paid within 30 Days.
- (b) The other Party commits a breach of any part of the Agreement and if capable of remedy fails to remedy it within 21 days of receiving written particulars of the breach and requiring it to be remedied.
- (c) A third party (including a receiver) takes possession of any property

or assets of the other Party.

- (d) The other Party makes an IVA or a CVA or makes arrangements with its creditors or becomes the subject of an administration order.
- (e) The other Party has a bankruptcy or winding up order issued against it or enters into liquidation (except if a Company for the purposes of amalgamation or re-construction and the Company resulting from such a procedure shall continue to be bound by this Agreement)
- (f) The other Party either actually or threatens to cease to carry on business.

4.4 The rights to terminate this Agreement shall not prejudice any other right or remedy in respect of any other breach or the breach causing termination.

5. EFFECTS OF TERMINATION

5.1 Any sum due to the Contractor shall fall immediately due for payment and if hosting services are being provided on a fixed price all staff time and expenses shall become payable on a time and material billing basis.

5.2 Each Party shall immediately stop the use of any confidential information obtained during the course of the Agreement which shall include (without limitation) pre-existing or new information relating to ideas designs. Methods discoveries improvements trade secrets product data proprietary rights business and financial affairs product development and customer and employee information.

6. CUSTOMER AND CONTRACTOR RESPONSIBILITY

6.1 The Contractor shall obtain the domain name.

6.2 The Customer shall:-

- (a) Furnish all information requested by the Contractor.
- (b) Provide adequate access to the Customers personnel.
- (c) Maintain accessibility and operability of the website (if necessary).

7. DELIVERY AND ACCEPTANCE

7.1 The Contractor shall deliver the services at the time specified on the front sheet.

7.2 The Customer shall have 7 days to inspect and test and upon completion of those inspections and tests shall issue a notice of acceptance or rejection and if no such notice is served by the Customer it shall conclusively be deemed accepted.

7.3.1 The Customer may only reject on the basis of a material failure and shall give full reasons for rejection in its notice.

7.3.2 The Contractor shall then within 14 days use all reasonable efforts to correct any deficiencies or non-conformities. In the event of a third rejection either Party may on giving 30 days written notice terminate this Agreement unless there is acceptance during the notice period.

8. HOSTING

8.1 The Contractor shall arrange for a third party to host the website.

8.2 All amendments, upgrades and alterations shall be approved by the Contractor prior to their inclusion on the website and no such changes shall be required more often than once per calendar month.

- 8.3 The Contractor shall make all reasonable efforts to assist the Customer in resolving any related incompatibility problems resulting from any requested change.
- 8.4 The Customer shall be solely responsible for collecting all reserves taxes and any other governmental charges due from users of the website.
- 8.5 The Contractor shall be able to publish any credits disclaimers or other material on the website and may remove any offensive, libellous, obscene or otherwise unlawful or objectionable (including without limitation hyperlinks framed content or meta-tags) which the Contractor considers may potentially infringe any third party intellectual property rights.
- 8.6 The Contractor will use all reasonable endeavours to inform the Customer prior to such removal.

9. RIGHTS IN CONTENT AND SOFTWARE

- 9.1 The Contractor shall retain all intellectual property rights (which shall include any patent copyright trademark and design rights registered or unregistered format rights topography rights trade secrets moral rights right of attribution or integrity right to confidentiality know-how or other intellectual or industrial property rights or proprietary rights arising under the laws of any jurisdiction and no right title or interest in the same shall be transferred or assigned by this Agreement.
- 9.2 The Customer will cooperate with the Contractor to try and obtain all available protection under domestic and foreign law and to secure such certificates registrations or licences as may be appropriate for the better protection of the same and take such further action as the Contractor may

reasonably request to effect perfect or confirm the Contractors ownership interests.

- 9.3 The Customer shall not make any copies without the written permission of the Contractor.
- 9.4 The logos trademarks trade names copyright materials and pre-existing work remain the Customers sole property.
- 9.5 The URL and the IP numeric equivalent will be obtained by the Contractor and remain its sole property.
- 9.6 The Contractor agrees to identify the Customers trademarks and copyrights by the provision of appropriate symbols and notices as the Customer reasonably required.
- 9.7 Subject to the terms and conditions of this agreement each Party hereby grants to the other a non exclusive non transferrable non sub licensable worldwide licence to use any third party software used by the Contractor or provided to the Contractor by the Customer or to use reproduce and/or modify the same during the term of this Agreement to allow each Party to comply with their obligations hereunder.
- 9.8 All rights in any items or materials delivered by the Contractor to the Customer which are not expressly granted to the Customer by the above clause are reserved to the Contractor and without limitation the Customer shall not either directly or indirectly or assist authorise or encourage any third party to:-
 - (a) Use or transmit on any other network or website items not owned by the Contractor

- (b) Reverse engineer decompile or disable or attempt to discover any source code or trade secret belonging to the Contractor
- (c) Distribute licence rent sell or otherwise transfer any such information
- (d) Modify or create derivative work based on the Services
- (e) Remove obscure or alter any notice of copyright trademark or other proprietary notice present on or in any item delivered by the Contractor

9.9 Each Party undertakes that it will at all times during the continuance of this Agreement and for a period of 5 years after its termination (unless authorised in writing by the Party):-

- (a) Keep confidential all confidential information
- (b) Not disclose any such confidential information to any other person
- (c) Not use such information for any purpose other than as contemplated by and subject to the terms of this Agreement
- (d) Not make any copies of or record in any way or part with possession of such information
- (f) Ensure that its directors officers employees agents or advisers do no such act which would breach the provisions of this Agreement

9.10 Either Party may:-

- (a) Disclose confidential information to any governmental or other authority or regulatory body and
- (b) any employee or officer of the aforementioned persons but only to such an extent as are necessary or as are required by law and in each case the Party so disclosing must inform the other Party that such information will be released and they will use their best endeavours to obtain a written undertaking from the recipient to keep the

information confidential and to only use it for the purpose for which disclose is made.

9.11 The provisions of this clause 9 in the Agreement shall continue in force notwithstanding the termination of the Agreement for any reason.

10. REPRESENTATIONS, WARRANTIES AND LIMITATIONS

10.1 The following representation and warranties are provided solely for the benefit of the Parties to this Agreement and to no other person or entity.

10.2 The Contractor warrants that any items delivered to the Customer and software created by it or licences given to the Customer shall perform as stated and will perform all the work required in compliance with applicable law.

10.3 The Contractor also warrants that any website and content developed solely by the Contractor will be original and will not infringe on any patent copyright trade secret or other proprietary right of a third party and will not be defamatory to any third party or violate their rights of privacy or publicity.

10.4 The Customer warrants no part of any website including all related materials provided by them in relation to the production of the same will infringe on the intellectual property rights of any third party and is neither defamatory to such a Party or violates any third party rights of privacy or publicity.

10.5 The Customer warrants that it is the owner of all rights in or has obtained all necessary written permissions to authorise Contractor to use any materials and content provided by the Customer

- 10.6 The Customer will solely responsible for the adequacy and accuracy of the content information and data provided.
- 10.7 The Contractor shall not be responsible for screening policing editing or monitoring any content or additional materials added by the Company or any third party and the Customer shall defend indemnify and hold the Contractor harmless from all liability and expenses (including professional fees incurred) arising from any claim unless the liability is to gross negligence or wilful default by the Contractor in carrying out its obligations under this Agreement.
- 10.8 Each Party has full power to enter into this Agreement and to carry out the obligations under it and to grant the rights described in it.
- 10.9 The Contractor provides no warranty against failure of performance due to failure of computer hardware or communications system for whatever reason other than the Contractor's default and unless specifically confirmed the Contractor disclaims and the Customer waives all other warranties express or implied with respect to all Services provided hereunder arising by law or otherwise including but without limitation to any implied warranty of merchantability fitness for a particular purpose non infringement arising from any course of dealing performance use or trade also any obligation liability right remedy claim in tort negligence strict liability or product liability of the Customer (whether active passive or imputed).

11. REMEDIES AND INDEMNIFICATION

The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk.

- 11.1 In addition to rights of termination the Customer's exclusive remedies for the Contractor's default under the terms of this Agreement shall be to obtain the repair replacement or correction of defective services software or equipment to the extent warranted under this Agreement and if such a remedy is not economically or technically feasible then the Customer may obtain an equitable partial or full credit or refund of the amount paid in respect of the defective services subject to any limitations set out below
- 11.2 Except as expressly provided in this Agreement the Contractor shall not be liable to the Customer or any third party whether in contract tort (including negligence) or otherwise for:-
- (a) Any amount in excess of the amount paid by the Customer to the Contractor (and in the event that this is an ongoing contract) for any Services during the 3 months prior to the event giving rise to the alleged claim
 - (b) Any loss of revenue business contracts anticipated savings or profits or any loss of use of facilities
 - (c) Any special indirect or consequential loss howsoever arising and for the avoidance of doubt (anticipated savings) means any expense which either Party expects to avoid incurring or incur in a lesser amount than would otherwise have been the case by reason of the use of the Services of facilities provided by the Contractor under this Agreement
- 11.3 The Customer shall not remove or alter any copyright or other proprietary rights notices placed on any items by the Contractor
- 11.4 If any circumstance beyond the reasonable control of either Party occurs in relation to the performance of obligations in this Agreement the effective Party shall forthwith notify the other but neither Party shall be deemed to be

in breach of this Agreement or hold the liable by reason of any delay in performance or the non performance of the obligations under it due to force majeure of which it has notified the other Party and accordingly the time for performance of the obligations in the Agreement shall be extended accordingly.

11.4.1 In the event that the obligations for any Party under this Agreement is delayed by force majeure for a continuance period in excess of 6 months and there have bona fide discussions to alleviate its effect then the other Party shall be entitled to terminate this Agreement in accordance with the terms of it.

12. INDEPENDENT CONTRACTORS

12.1 The Contractor may employ such assistance for independent Contractors as the Contractor may deem necessary to comply with its obligations in this Agreement

13. NATURE OF THE AGREEMENT

13.1 This Agreement is personal to the Parties and neither Party may assign nor sub licence any of its rights hereunder except with the written consent of the other Party or as specifically permitted under clause 12 hereof

13.2 Nothing in this Agreement shall create or be deemed to create a partnership or relationship of principal and agent between the Parties

13.3 This Agreement contains the entire Agreement between the Parties and may not be modified except in writing signed by the duly authorised representative of both Parties

- 13.4 Each Party acknowledges that it is entering into this Agreement not relying on any representation warranty or provision unless as expressly provided for in this Agreement and all conditions warranties or other terms implied by statute or common law are excluded to the fullest extent so permitted
- 13.5 No failure or delay by either Party in exercising any of the rights under this Agreement shall be deemed to be a waiver of that right and any waiver of any breach shall not be deemed to be a waiver of a subsequent breach of the same or any other provision
- 13.6 If any provision in this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part then the remainder of this Agreement will continue as valid as to its other provisions

14. NOTICES AND SERVICE

- 14.1 Any notice or other information required or authorised by this Agreement to be give by either Party to the other shall be given by:-
- (a) Delivering it by hand
 - (b) Sending it by pre-paid registered Air mail or first class post
 - (c) Sending it be facsimile transmission or comparable means of communication
- 14.2 Any notice or information given by post in the manner provided by clause 14.2 which is not returned to the sender as undelivered shall be deemed to have been given to the second day after the envelope containing it was so posted and proof that the envelope containing any such notice or information was properly addressed pre-paid registered and posted and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given

14.3 Any notice or information sent by facsimile transmission or comparable means of communication shall be deemed to have been duly given on the date of transmission provided that a confirming copy of it is sent as provided in clause 14.1.2 to the other party at the address given in clause 14.4 within 24 hours after transmission

14.4 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either Party by causing it to be delivered to the other party at its registered or principal office or to such other address as may be notified to it by the other party in writing from time to time

15. MISCELLANEOUS

15.1 Each Party shall from time to time (both during the continuance of this Agreement and after its termination) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement

15.2 The Parties shall bear their own costs of and incidental to the preparation execution and implementation of this Agreement

15.3 Neither party shall make or procure or permit any other person to make any press or other public announcement concerning any aspect of this Agreement without first obtaining the Agreement to the other Party to the text of that announcement

15.4 This Agreement may be executed in a number of counterparts and shall come into force once each Party has executed such a counterpart in identical form and exchanged the same with the other Party

16. APPLICABLE LAW AND JURISDICTION

16.1 English law shall apply to the whole of this Agreement