

---

## STANDARD SERVICE TERMS AND CONDITIONS

---

DATE: 06 May 2015

VERSION: 6

### BACKGROUND:

Temerity Media Ltd trading as Web Elegance™ (the “Service Provider”) provides web media, web marketing and internet and technology services to clients. The Service Provider has reasonable skill, knowledge and experience in that field. These Terms and Conditions shall apply to the provision of services by the Service Provider to its clients.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement”	means the agreement entered into by the Service Provider and the Client incorporating these Terms and Conditions (or variation thereof agreed upon by both Parties) which shall govern provision of the Services;
“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;
“Client”	means the party procuring the Services from the Service Provider who shall be identified in the Agreement;
“Commencement Date”	means the date on which provision of the Services will commence, as defined in the Agreement;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Domain Name”	the root address of a Website, e.g. www.webaddress.com. All such names must be registered with the appropriate naming authority, which will usually charge a fee
“Downtime”	time when the Website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.
“Host”	The company on whose system the Website physically resides.
“Fees”	means any and all sums due under the Agreement from the Client to the Service Provider, as specified in the Agreement;

<b>“Minimum Term”</b>	Refers to the period of time the Service must exist before it can be cancelled. The Minimum Term will vary depending on the Service, please refer to Schedule 1
<b>“Service(s)”</b>	means the services to be provided by the Service Provider to the Client in accordance with Clause 2 of the Agreement, as fully defined in the Agreement, and subject to the terms and conditions of the Agreement; and
<b>“Term”</b>	means the term of the Agreement as defined therein.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
  - 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions or to a Clause of the Agreement, as appropriate; and
  - 1.2.5 a "Party" or the "Parties" refer to the parties to the Agreement.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

## 2. **Provision of the Services**

- 2.1 With effect from the Commencement Date, the Service Provider shall, throughout the Term of the Agreement, provide the Services to the Client.
- 2.2 The Service Provider shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the web media sector in the United Kingdom.
- 2.3 The Service Provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Agreement.
- 2.4 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 2.5 The Service Provider may, in relation to certain specified matters related to the Services, act on the Client’s behalf. Such matters shall not be set out in the Agreement but shall be agreed between the Parties as they arise from time to

time.

- 2.6 The Service Provider shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.
- 2.7 If, due to circumstances beyond the Service Provider's control, it has to make changes to the Agreement it shall notify the Client forthwith. The Service Provider shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonable possible in the circumstances.
- 2.8

### 3. **Client's Obligations**

- 3.1 The Client shall use all reasonable endeavours to provide all pertinent information to the Service Provider that is necessary for the Service Provider's provision of the Services.
- 3.2 The Client may, from time to time, issue reasonable instructions to the Service Provider in relation to the Service Provider's provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement.
- 3.3 In the event that the Service Provider requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.
- 3.4 If any consents, licences or other permissions are needed from any third parties, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).
- 3.5 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 3 of the Agreement shall not be the responsibility or fault of the Service Provider. Further information regarding stalled work in Clause 4.16
- 3.6 Maintenance and correction of errors – the Service Provider takes no responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the Website after the Service has been completed. On completion Clients are required to thoroughly check the Website, test the functionality and proof read the content. Errors (both technical and typographical) will be corrected free of charge. After the Client has completed testing and confirmed approval that the Website is to a satisfactory standard (refer to Clause 4.12), the Service Provider reserves the right to charge a reasonable fee for correction of any errors including, but not limited to malicious modification of the Web site by a third party and technical or typographical errors.
- 3.7 Reviews and Feedback - On completion of the first Service by The Service Provider, Clients are requested to complete a review using a review website. Details of the review will be sent shortly after the completion of the Service. A link back to [www.web-elegance.co.uk](http://www.web-elegance.co.uk) shall be placed on each site on completion of the work. Hosting will be free of charge for the first year providing a review is written.
- 3.8 Password and Security – the Client using the Services of the Service

Providers must take steps to ensure the security of passwords and web services. Advice given in the form of newsletters and updates is to be followed at all times. Failure to ensure the correct security procedures are followed may result in suspension of Service or a loss of Service and incur charges for repair.

- 3.9 Author/designer link – On all work a live link to [www.web-elegance.co.uk](http://www.web-elegance.co.uk), or another of our web sites as appropriate to the content, is placed on at least one page, usually the home page in the footer. Removal of this link is not permitted unless agreed by both parties. The removal fee shall be half the value of the work costs or £200, whichever is the greater.

#### 4. **Fees, Payment and Records**

- 4.1 The Client shall pay the Fees to the Service Provider in accordance with the provisions of the Agreement.
- 4.2 The Service Provider shall invoice the Client for Fees due in accordance with the provisions of the Agreement. All invoices are sent electronically by email and the details of each transmission are recorded. The Client is required to advise any changes to the email address used for invoice correspondence.
- 4.3 A non-refundable deposit of 50% of the total Fee payable under the Agreement is normally due upon starting the contract (please refer to Schedule 1 for full details). The remaining 50% shall become due when the Service is completed to the reasonable satisfaction of the Client but subject to 4.11 hereof. The Service Provider reserves the right not to begin work until the said deposit has been paid in full. The fee quoted in the contract does not include the cost of the domain registration, hosting registration, hosting set-up fee or hosting.
- 4.4 All payments required to be made pursuant to the Agreement by either Party shall be made by the due date stated on the invoice, not later than within 30 Business Days of receipt by that Party of the relevant invoice. If payment has not been received by the due date, the Service Provider has the right to suspend ongoing work for the Client, until such time that full payment of the outstanding balance has been received. Any discount given will be withdrawn and the full amount payable. In the case of prolonged overdue payments the Service Provider has the right to replace, modify or remove the Website or service and revoke the Clients licence of the Service until full payment has been received. By revoking the Clients licence of the Service or removing the Website or service from the internet, the Service provider does not remove the Clients obligation to pay any outstanding monies owing.
- 4.5 All payments required to be made pursuant to the Agreement by either Party shall be made in pounds sterling in cleared funds to such bank in England as the receiving Party may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.
- 4.6 The following payment methods are accepted:
1. Electronic payment to our bank account (our preferred route)
  2. Paypal, Debit or Credit Card (additional fees will incur)
  3. Cheque (payments must include an additional £1.50 plus VAT per cheque.)
- 4.7 Where any payment pursuant to the Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business

Day.

- 4.8 Should the Service incur any unforeseen costs, the Service Provider must contact and inform the Client for agreement before proceeding.
- 4.9 Without prejudice to sub-Clause 9.4.1 of the Agreement, any sums which remain unpaid following the expiry of the period set out in sub-Clause 4.4 of the Agreement shall incur a 10% administration fee (minimum of £10 plus VAT) on the overdue sum to cover additional costs of recovery. Prolonged overdue payments may result in court action.
- 4.10 Each Party shall:
  - 4.10.1 keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to the Agreement to be accurately calculated;
  - 4.10.2 at the reasonable request of the other Party, allow that Party or its agent to inspect those records and books of account and, to the extent that they relate to the calculation of those sums, to take copies of them;.
- 4.11 Late payment may result in the Client being charged interest on a daily basis at an annual rate equal to the aggregate of statutory interest and the base rate of Bank of England from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.
- 4.12 Approval of Service - on completion of the Service, the Client will be notified and have the opportunity to review it. The Client is required to thoroughly check the Website, test the functionality and proof read the content. Once checked the Client should notify The Service Provider, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any part of the Service which has not been reported in writing to The Service Provider as unsatisfactory within the 7 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the 50% balancing payment under 4.3 will become due. The Agreement will remain in effect until all obligations have been completed in terms of this Clause.
- 4.13 Upon completion of 7 day review period, The Service Provider will invoice the Client for the 50% balancing payment in accordance with Clause 4.3, which, in the absence of agreement to the contrary, is to be paid by the Client in compliance with the Agreement, within no later than 30 days of the date that the invoice was issued. All invoices are sent electronically by email and the details of each transmission recorded. The Client is required to advise any changes to the email address used for invoice correspondence.
- 4.14 Completion of the Service is confirmed by payment of the invoice and/or acceptance in writing, after which any changes will be subject to our normal rates.
- 4.15 Maintenance, if included in the contract, shall be on a month to month basis, with a minimum of £10.00 payable in any month where updating is necessary. Fees will be assessed on an hourly basis at our normal hourly rate or part thereof. No Fee will be required in a month where no updating is necessary. Search engine re-submissions, other than the original submission included in the contract fee, shall be included in the maintenance fee.
- 4.16 Stalled Work - Where a Service is undertaken and is reliant on content from

the Client, the said content must be provided within 30 days. Where content is not made available and the Service is held up because of this, the full Fee becomes payable.

## **5. Liability, Indemnity and Insurance**

- 5.1 The Service Provider shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.
- 5.2 In the event that the Service Provider fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Client.
- 5.3 The Service Provider's total liability for any loss or damage caused as a result of its negligence or breach of the Agreement shall be limited to the sum defined therein.
- 5.4 The Service Provider shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by the Service Provider.
- 5.5 Nothing in these Terms and Conditions nor in the Agreement shall limit or exclude the Service Provider's liability for death or personal injury.
- 5.6 Subject to sub-Clause 5.3 of the Agreement the Service Provider shall indemnify the Client against any costs, liability, damages, loss, claims or proceedings arising out of the Service Provider's breach of the Agreement.
- 5.7 The Client shall indemnify the Service Provider against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by the Service Provider) caused by the Client or its agents or employees.
- 5.8 Neither Party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.
- 5.9 The Service Provider shall not be liable to the Client or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Service Providers obligations if the delay or failure was due to any cause beyond the Service Providers reasonable control.

## **6. Guarantee**

- 6.1 The Service Provider shall guarantee that the Services provided will be free from any and all defects at the point of completion and for one month thereafter.
- 6.2 If any defects in the product of the Services appear during the guarantee period set out in the Agreement the Service Provider shall rectify any and all such defects at no cost to the Client.

## **7. Confidentiality**

- 7.1 Each Party undertakes that, except as provided by sub-Clause 7.2 of the Agreement or as authorised in writing by the other Party, it shall, at all times

during the continuance of the Agreement and after its termination:

- 7.1.1 keep confidential all Confidential Information;
- 7.1.2 not disclose any Confidential Information to any other party;
- 7.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
- 7.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 7.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.4 of the Agreement.

7.2 Either Party may:

7.2.1 disclose any Confidential Information to:

7.2.1.1 any sub-contractor or supplier of that Party;

7.2.1.2 any governmental or other authority or regulatory body; or

7.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 7.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 7 of the Agreement, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

7.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

7.3 The provisions of Clause 7 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

## 8. **Force Majeure**

8.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

8.2 In the event that a Party to the Agreement cannot perform their obligations

hereunder as a result of force majeure for a continuous period to be defined in the Agreement, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

## 9. Term and Termination

- 9.1 The Agreement shall come into force on the agreed Commencement Date and shall continue for a defined Term from that date, subject to the provisions of Clause 9 of the Agreement.
- 9.2 Either Party shall have the right, subject to the agreement and consent of the other Party and exercisable by written notice to the other at any time prior to the expiry of the Term specified in sub-Clause 9.1 of the Agreement (or any further period for which the Agreement is extended) to extend the Agreement for a further period.
- 9.3 Either Party may terminate the Agreement by giving to the other not less than 30 Business Days written notice, to expire on or at any time after the Minimum Term of the Agreement (which shall be defined in the Agreement). In the event of termination under clause 9 the Service Provider shall retain any sums already paid to it by the Client without prejudice to any other rights the Supplier may have whether at law or otherwise.
- 9.4 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- 9.4.1 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 30 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
  - 9.4.2 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
  - 9.4.3 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
  - 9.4.4 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
  - 9.4.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
  - 9.4.6 the other Party ceases, or threatens to cease, to carry on business; or
  - 9.4.7 control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of Clause 9, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.



- 9.5 For the purposes of sub-Clause 9.4.1, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 9.6 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
- 9.7 Proposals, quotes and offers (“Offers”) are valid for a period of one month from the date issued. The Service Provider is not bound to honour offers that have expired. Offers are not legally binding until an acceptable timetable for the Service has been agreed by both Parties. This timetable must be agreed within the month that the offer is valid. If an acceptable timetable has not been approved by both parties within one month of the offer being made, the offer is deemed to have expired.

## 10. **Effects of Termination**

Upon the termination of the Agreement for any reason:

- 10.1 any sum owing by the Client to the Service Provider under any of the provisions of the Agreement shall become immediately due and payable;
- 10.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 10.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;
- 10.4 subject as provided in Clause 10 of the Agreement and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 10.5 each Party shall (except to the extent referred to in Clause 7 of the Agreement) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

## 11. **No Waiver**

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

## 12. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

13. **Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

14. **Costs**

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

15. **Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

16. **Assignment and Sub-Contracting**

16.1 Subject to sub-Clause 16.2 The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

16.2 The Service Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Service Provider.

17. **Time**

17.1 All times and dates referred to in the Agreement shall be of the essence of the Agreement.

18. **Relationship of the Parties**

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

19. **Non-Solicitation**

19.1 Neither Party shall, for the Term of the Agreement and for a period of one year after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement without the express written consent of that Party.

19.2 Neither Party shall, for the Term of the Agreement and for a defined period (which shall be defined in the Agreement) after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

**20. Third Party Rights**

- 20.1 No part of the Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
- 20.2 Subject to Clause 20 of the Agreement, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

**21. Notices**

- 21.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 21.2 Notices shall be deemed to have been duly given:
- 21.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
  - 21.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
  - 21.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
  - 21.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

**22. Entire Agreement**

- 22.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 22.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

**23. Counterparts**

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

**24. Severance**

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement

and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

**25. Dispute Resolution**

- 25.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 25.2 Nothing in Clause 25 of the Agreement shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 25.3 The decision and outcome of the final method of dispute resolution under Clause 25 of the Agreement shall be final and binding on both Parties.

**26. Law and Jurisdiction**

- 26.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 26.2 Subject to the provisions of Clause 25 of the Agreement, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

**27. Intellectual Property**

- 27.1 The Service Provider reserves all copyright and any other rights (if any) which may subsist in the products of, or in connection with, the provision of the Service Provider's services or facilities. The Service Provider reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright
- 27.2 Offers made by the Service Provider to potential clients should be treated as trade secrets and remain the property of the Service Provider. Such Offers or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorisation from the Service Provider. This included but is not limited to, technical features, functionality, aspects of the design and pricing information.
- 27.3 The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to the Service Provider for inclusion on the Website. The conclusion of a contract between the Service Provider and the Client shall be regarded as a guarantee by the Client to the Service Provider that all such permissions and authorities have been obtained and that the inclusion of such material on the Web site would not constitute a criminal offence or civil delict. By agreeing to these terms and conditions, the Client removes the legal responsibility of the Service Provider and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

---

**SCHEDULE 1 SPECIFICATION SCHEDULE**

---

<b>DESCRIPTION</b>	<b>COMPLETION</b>	<b>PAYMENT TERMS</b>	<b>MINIMUM TERM</b>
Web Design	As agreed	50% deposit, remainder payable on satisfactory completion	n/a
Hosting Duration	n/a	On presentation of invoice for 1 <sup>st</sup> year. Thereafter, payments must be made on renewal to ensure continuity of service.	Standard Hosting Packages – 1 year  VPS, Hybrid and Dedicated Packages – 1 month to 1 year  Cancellation can be made at any time. No refund for remaining duration
Domain Registration	n/a	1. In full on registration 2. On receipt of invoice 3. Corporate customers 30 days	Between 1 and 10 years depending on domain type
IT Services	As agreed	50% deposit, remainder payable on satisfactory completion	1 full calendar month notice
Print (Advertising placed in magazines)	For specific agreed publications	1. Payment in advance 2. On receipt of invoice 3. Corporate customers 30 days	n/a
<b>SEO Services*</b>			
Single SEO Products	As agreed	On receipt of invoice	n/a
On-going SEO Contracts	As agreed	3 months in advance	As agreed
SEO Other	As agreed	As agreed	As agreed

\* SEO tasks are labour intensive and require considerable import during the initial stages. Where a client has contracted for SEO services, the contract period will normally be for twelve months. The total fee will be averaged across the contract period and will charged accordingly. Where a client wishes to end a contract early, a settlement balance will be calculated. The amount due will depend on how far the contract has left to run and the amount of initial work undertaken.

---

## SCHEDULE 2 WEB DESIGN AND HOSTING

---

### 1. Search Engine Listing

1.1. Temerity Media Ltd does not guarantee listings on Search Engines and the Client accepts that it is Search Engines and not Temerity Media Ltd who determine whom they list and whom they will not. The Client further understands there is no guaranteed placement or rank on the Search Engines and that a new Web site may never even appear on Search

1.2. Reserved

### 2. Domain Names

2.1. Any Domain Name obtained will belong to the Client. The Client agrees to indemnify Service Provider, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the domain name sought is not a trademark of a third party.

2.2. Reserved

### 3. Licencing

3.1. Once The Service Provider has received full payment of all outstanding invoices and the Service has been approved by the Client in accordance with the Standard Terms and Conditions, Clause 4.11, the Client will be granted a licence to use the Website and its contents.

3.2. Reserved

### 4. Infected Sites and Malware

4.1. The Service Provider reserves the right to remove any service infected by Malware, virus or any other harmful agent

4.2. Reserved

---

## SCHEDULE 3 SEARCH ENGINE OPTIMISATION

---

### 1 Definitions and Interpretations

1.1 In addition to the Definitions and Interpretations set out in Clause 1.1 of the Standard Terms and Conditions, in this schedule, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Audit Report”</b>	means a report setting out the current status of the Website with respect to SEO and search engine rankings;
<b>“Competition Report”</b>	means a report providing details of factors including, but not limited to, competing websites’ within the search engine rankings;
<b>“Designated Search Engines”</b>	means the search engines on which the Service Provider shall apply the SEO Services with a view to improving the ranking of the website as defined in the Plan;
<b>“Initial Fee”</b>	means the first sum payable to the Service Provider prior to payment of the Stage Payments;
<b>“Keyword Report”</b>	means a report detailing the Service Providers recommendations for keywords to be included in the Website and additional keyword campaigns;
<b>“Stage Payment(s)”</b>	means the sums payable to the Service Provider for each of the project stage set out in Clause;
<b>“SEO Services or Plan”</b>	means the SEO services to be provided by the Service Provider to the client in accordance with the terms and conditions of this Schedule; and
<b>“Website SEO”</b>	means the application of the SEO services to the Website including, but not limited to, the editing of the Website

### 2 Nature of Engagement

2.1 The Service Provider shall at all times be responsible for organising how and in what order the SEO Services are performed and shall liaise with the Client (or the Client’s representative) to ensure that due account is taken of the impact of the timing of the SEO Services to be performed upon the activities of the Client and any other contractors, consultants and similar third parties also engaged by the Client.

2.2 The engagement under this Agreement is mutually non-exclusive and the Service Provider shall be entitled, at its own expense, to subcontract the performance of the SEO Services.

2.3 The engagement and appointment of the Service Provider under this Agreement does not create any mutual obligations on the part of the Client or the Service Provider to offer or accept any further engagement and no continuing relationship shall hereby be created or implied.

### **3 The SEO Services**

- 3.1** The Service Provider shall provide the SEO Services specified in a Plan and in accordance with this Agreement.
- 3.2** The Service Provider shall not incur any charges to the Client including, but not limited to, the setting up of pay-per-click campaigns, without the prior written agreement and authorisation of the Client.
- 3.3** The Website SEO shall be performed directly and all changes to the Website shall be uploaded directly to the host server via FTP. The Client shall provide the required access credentials including, but not limited to FTP details, no later than 5 days from the start of the contract.
- 3.4** The Client understands and acknowledges the following:
- 3.4.1** The times for websites to appear on search engine listings vary and the Service Provider can thus not guarantee that the Website will appear immediately on the Designated Search Engines or that its position will change immediately from that which it held prior to the SEO Services being performed.
- 3.4.2** The Service Provider cannot control search engines and cannot provide any guarantee that any of the Designated Search Engines will not change their policies or functionality in such a way that will have a detrimental effect on the ranking of the Website following the completion of the SEO Services.
- 3.4.3** The Service Provider accepts no responsibility for any detrimental effect on the Website's search engine rankings which results from any activity of the Client or any third party including, but not limited to, alterations to the Website.
- 3.4.4** The Service Provider makes no guarantee that the SEO Services will result in the Website appearing in the top 10 search results on the Designated Search Engines.

### **4 Consideration**

- 4.1** In consideration of the SEO Services the Client shall pay to the Service Provider the Initial Fee of 25% of the total contract fee followed by monthly payments for the remainder of the payment schedule.
- 4.1.1** On early termination of a contract, all due fees are to be paid within 5 days and part completed stages will be invoiced and payment becomes due on presentation of the invoice
- 4.1.2** Where a variation to standard payment schedules has been agreed, early termination will require a payment of 35% of the total contract fees or the remaining balance if less.
- 4.2** Payment of the Initial Fee and each Payment shall be made within 30 days of receipt by the Client of the Service Provider's invoice for the same.
- 4.3** All payments made under this Agreement shall be expressly exclusive of any value added tax chargeable thereon.
- 4.4** No further payment shall be made to the Service Provider for the SEO Services over and above the entitlement set out in this Clause 4 and, without limitation, no payment shall be made to the Service Provider in respect of any expenses incurred by the Service Provider in completing the SEO Services.
- 4.5** At the end of the contract period the final report will be sent services shall continue until cancelled in writing.