

Introduction

Definitions

Thurlstone Ltd whose registered office is at Thurlstone House, 26 The Avenue, Hitchin, Hertfordshire SG4 9RJ ("TL")

The services which are to be provided by TL to its clients ("Client") are referred to as the website software project and as well as providing a functional website will also include the provision of software, hosting and management services and may include the design and printing of stationery items and/or various brochures the Website Software Project "WSP".

The term "Intellectual Property" or "IPR" refers to all patents, know-how, rights in designs, utility modules, registered trademarks, registered service marks, registered designs, applications for any of the foregoing, copyrights, trade and business names, moral rights, trade marks and names, service marks and names, logos, symbols, emblems, insignia, indicia, slogans, confidential information, all rights relating to trade secrets, confidentiality, inventions, discoveries, semiconductor chip topography, databases, computer software and coding, processes and formulae (whether or not any of these rights is registered and including any applications for registrations), and rights under licences (and any other similar agreements or consents) in relation to any such thing in any part of the world and rights to bring an action for passing off and rights to apply for protection in respect of any of the foregoing rights (and all other Intellectual Property rights) of any sort in any jurisdiction.

Following initial discussions the Client will be presented with a written and/or visual proposal which, subject to the provisions herein, may describe the WSP including information on stages, timing, fees, expenses and which shall incorporate these terms of business. The copyright in TL's proposal, which should be treated by the Client in the strictest confidence, will remain vested with TL at all times.

Terms & Conditions

Confidentiality TL acknowledges a duty not to disclose without permission of the Client during and after TL's term of appointment, any confidential information which the Client may have supplied to TL. Recommendations and reports made by TL to the Client are made on the basis that they will be regarded as confidential by both parties.

Indemnity TL shall not act in a way which constitutes an infringement of the IPR of a third party. The services comprised in the WSP shall not oblige TL to make any investigation in respect of the infringement of such rights, unless expressly agreed in writing between TL and the Client, such investigations to be subject to additional fees. In addition the Client agrees to fully indemnify TL and keep TL indemnified against any liability arising in respect of any such infringement. It shall also be the responsibility of the Client, unless expressly agreed in writing between TL and the Client, to take whatever steps the Client may consider necessary to protect the Client's rights to any work prepared, created or designed by TL or its agents. In the event that TL agrees to undertake such work on behalf of the Client it shall be subject to an additional fee. TL shall not be required to print any matter, which in its opinion is or may be of an illegal or libellous nature. TL shall be indemnified by the Client in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or other proprietary or personal rights contained in any material printed or displayed for the Client.

Content TL exercises no control whatsoever over the accuracy of information provided by the Client for inclusion of the Client's web pages. The content of the website is solely the responsibility of the Client contracting with TL for its hosting and display. The content of information on any page, including links to other pages or services, is the responsibility and in the sole control of TL. TL accepts no responsibility for any errors, omissions in any of the content on the website. TL disclaim any and all warranties with respect to the information and service express or implied, including any warranties of merchantability, fulfilment of any particular purpose, title, authority or non-infringement. In no event will TL be liable for any incidental, consequential or exemplary damages relating to the products or services advertised in the Client's website or from any actions relating to copyright of material supplied by the Client. TL reserve the right to refuse to include in any page, information either textual or graphical, that, in their sole opinion, may be considered abusive, indecent, offensive, racial, illegal, defamatory or menacing or in breach of confidence, copyright, privacy, trade marks or any other rights of a third party.

Hosting It is agreed between TL and the Client that a website will be loaded to an area of web space owned or rented by TL; the Client's web pages will be hosted for a minimum period of 12 months from the date of TL's invoice to the Client for the hosting service. Termination of hosting arrangements will occur at the end of the 12 month period, unless payment for a further 12 month period is received before the expiry of the aforementioned period. Failure to pay within these time limits will cause suspension of the hosting or additional facilities until payment is received. Rates for renewal will be those extant at that time. TL reserve the right not to renew any hosting arrangements made hereunder. TL will not be responsible for any loss or damage the Client's business may suffer. TL make no warranties, expressed or implied, for any services TL offer. TL reserves the right to charge additional fees for bandwidth usage.

Promotion Unless explicitly stated website registration and promotion forms no part of any contract between the Client and TL or TL's employees or agents. TL will not be held responsible for the removal or inclusion of any page or pages of the Client's website in any search engine or Internet directory resulting from any attempt by the Client or a third party to affect directory listings by completing multiple registration of a page or pages.

Cancellation of WSP If the Client terminates the WSP upon the completion of a stage, then the Client shall incur TL's fees and expenses up to the end of that stage. If the Client cancels the WSP during a stage then the Client agrees to pay the full fee for that stage and all expenses incurred up to cancellation, including any expenses relating to work which may have been started but not yet completed or presented. Cancellation of the WSP must be provided in writing.

Designs & Proofs It shall be the responsibility of the Client to check and approve the content of all work submitted including text, photography, illustrations, technical drawings, artwork and beta website designs & navigation. To the extent to which they are provided it shall also be the responsibility of the Client to sign-off website designs, artwork, colour proofs, ozalids, cromalins and running sheets and any other work submitted to proceed to the next stage. TL shall not be responsible for any errors therein which are not corrected by the Client.

Variations of quantity when printing While every endeavour will be made to ensure delivery of the correct quantity, estimates are conditional upon margins of 5% of work in one colour only and 10% for other work being allowed for overs and shortages, the same to be charged or deducted.

Due Acknowledgement The Client agrees that TL shall be entitled to due acknowledgement in respect of work provided by TL whether created wholly or partly to TL's designs or with the benefit of the services provided by TL or its agents. For the purpose of presenting examples of TL's work TL shall be entitled to publish, display or broadcast any work or idea created or designed by TL or its agents. In addition such acknowledgement shall appear on each page of the website by way of a copyright label.

Infringement of Terms & Conditions If the Client fails to comply with the above terms it will entitle TL, at its discretion, to suspend progress of the WSP and treat the contract as having been wrongfully terminated by the Client.

Completion Date Completion dates are forecast on the information available to TL at the time and are made in good faith. The Client agrees that such dates may be subject to factors beyond TL's control and which are not reasonably foreseeable. The Client agrees that TL shall not be responsible for any loss or damage due to any services not being completed or products not being made available within a specified period, owing to such factors. If the agreed Completion Date is overrun through lack of content being supplied by the Client or other such delays beyond the control of TL then TL shall be entitled to charge its Management Fee from that date.

Fees The quoted fees are calculated on an estimate of the total time and costs involved in completing that stage of the WSP. Invoices are rendered on completion of each stage. Production costs are invoiced in addition to design fees. These commonly include photography, illustrations, typesetting, copywriting, artwork and printing and are charged together with a standard mark-up. In addition courier any other associated fees are charged at cost with mileage at 60p per mile. Should the WSP vary from the agreed proposal then TL shall be entitled to amend any estimate or other cost and expenses. Where the Client cancels or postpones a part of the WSP thus leading to TL

incurring third party cancellation costs then the Client agrees to pay this charge.

On going Management, Portal and Database fees will be for a minimum period of six months and Hosting fees for a minimum of twelve months, unless otherwise agreed, and shall be payable in advance.

Payment Terms Payment Terms are 30 days from date of invoice. All charges are subject to Value Added Tax at the appropriate rate. Where a debt remains outstanding we shall, at our discretion, be entitled to levy interest at 2.0% per month, calculated daily on the outstanding balance, from the due date of payment. In the event of any payment being delayed by more than 60 days TL shall, at its sole discretion, terminate the hosting of the website until such time payment has been made.

Invoice Schedule A deposit of the greater of £750.00 or 20% of the total cost is payable upon acceptance by the Client of these Terms & Conditions such amount to be offset against the final phase of the WSP. Prior to the commencement of each stage TL shall be entitled to invoice 50% of the estimated fee for that stage. The balance of the fee for each stage will be invoiced monthly, relative to the work completed, or at the end of the stage if the stages lasts less than one month.

Portal TL may provide a portal for the Client to facilitate the loading of text and/or graphics to designated areas of the website. Should TL provide such a portal for the use of the Client then the Client shall nominate an individual who will be provided with a user ID and password to access the Portal. The details provided will at all times be kept secret and shall be for the sole use of the nominated individual and shall not be shared with any other person or organization. TL will have sole discretion to remove the portal facility should, in TL's opinion, the content provided through the portal not be suitable or if the security of the portal is compromised in any way.

Agreement & Notice This Agreement may be amended from time to time, the latest version of which shall appear on TL's website. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by registered mail.

Construction This Agreement shall be governed by and construed with English Law and subject to the jurisdiction of the English courts.