



TERMS AND CONDITIONS

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The registered office of RKJ Consulting Limited (trading as RKJ Online for Web Design purposes) is 25 Glenwood, Norton Cross, Cheshire WA7 6UL with company registration number 6017228.

These Terms and Conditions (T&C) cover Web Design, Website Maintenance, Web Hosting, Search Engine Optimisation agreements and orders. They also cover "Terms of Use" of RKJ Consulting Ltd websites including www.rkjonline.com and www.rkjconsulting.com.

Note "RKJWebDesign" is the logo of RKJOnline.

DEFINITIONS:

The following words and expressions shall have the following meanings:

"the Customer" means the company or individual requesting the various website design, hosting and SEO services of RKJOnline

"the supplier" means RKJOnline - the primary designer & employees or affiliates.

"the Price" means the sums to be paid by the Customer to the Supplier in consideration of the product and the various website design, hosting and SEO services provided; note this may under some circumstances include expenses (for example where RKJOnline needs to travel to the customer on more than one occasion or when the customer is over 30 miles away).

"URL" stands for uniform resource locator (otherwise known as the "domain name");

"the Website": with regard to Web Design, Maintenance, Hosting & Search Engine Optimisation, email boxes, means the website and its content to be designed by the Supplier for the Customer (known by its url/domain name); with regard to "Terms of Use" of RKJ Consulting websites, "website" refers to RKJ Consulting Ltd and any of its trading names such as RKJ Online.

"Intellectual Property Rights" means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, topography rights, rights in know-how, trade or business names and other similar rights or obligations whether registerable or not in any country, confidential information or process, any application for any of the above, and any other Intellectual Property Right recognised in any part of the world whether or not presently existing or applied for;

"downtime" means any service interruption in the availability to visitors of the Website;

"IP address" stands for internet protocol address which is the numeric address for the server;

"ISP" stands for internet service provider;

"the Services" means web design, hosting, email SEO and any other services or facilities provided by either RKJOnline or a 3rd party (usually Fasthosts Internet Limited)

"server" means the computer server equipment supplied and operated by a 3rd party (usually Fasthosts Internet Limited) in connection with the provision of their web hosting Services;

"spam" means sending unsolicited and/or bulk emails;

"virus" means a computer programme that copies itself or is copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs, and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programs commonly referred to as "worms" or "Trojan horses";

"visitor" means a third party who has accessed the Website;

GENERAL:

RKJOnline will carry out work only where an agreement is made between the customer and supplier and is provided either by customer questionnaire, email, telephone, mail, fax or a face to face meeting. RKJOnline will carry out work only for customers who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between RKJOnline and the customer; this includes telephone and email agreements as well as completed customer questionnaires and agreements made in face to face meetings.

Upon agreement to go ahead with the website work, RKJOnline expect the customer to provide a single business focal with appropriate authority to respond to queries, give authority to progress with changes etc. and ultimately have the responsibility to agree the website is successfully completed and ready for "Go Live" in addition to confirming, soon after, when payment will be made. It is in the customer's own interests to appoint this focal point ASAP so work can progress quickly.

RKJOnline reserve the right to refuse to handle material which may be deemed offensive, illegal or in any way controversial.

RKJOnline own the copyright to the website. However on clearance of the final invoiced payment by the customer, copyright of the website is transferred to the customer although RKJOnline may refer to it and use elements of it as examples of our work.

Information about RKJOnline's Products & Services which are referred to in these T&Cs including Web Design, Search Engine Optimisation, Web Hosting and Maintenance can be found at <http://www.rkjonline.com>

LOCAL COUNCIL QUOTES

Note that if the customer is requesting a quote for work to put forward to (for example) a local Council, RKJOnline will never the less need to know as much detail as possible before giving the quote. This could be via a phone call, email or a face to face meeting. RKJOnline may not be in a position to give more time to the process before it is confirmed that RKJOnline have been awarded the website and/or SEO work. RKJOnline will always try to give answers to questions and indeed advice to potential customers on an ad-hoc basis but our first priority is to our existing paying customers and unfortunately that sometimes means that meetings in addition to the initial meeting for a Council quote cannot always take place.

Where a quote is requested for a Council, RKJOnline require the potential customer to outline how the awarding of the work actually takes place and whether this decision is that of the Council or the customer.

WEB DESIGN:

DUTIES OF SUPPLIER

In consideration of the payment by the Customer of the Price and an order being in place, the Supplier agrees:

to develop and deliver the graphical, technical and navigational design ("the Website Design") as per the Customer Questionnaire, meeting notes etc.

Note: work may also include registration of the url (domain name) that the new website will be known under.

to create and deliver the pages of the Website which *may* contain text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials to be featured, displayed or used in or in relation to the Website ("the Web Pages") as set out in the Customer Questionnaire or meeting notes (noting that some of these items may be sourced by the Customer, for example an existing Logo);

to advise the Customer in relation to the Website Design and the production of the Web Pages.

to carry out the work within a reasonable time period – the period to be determined by the supplier in consideration of the volume of work required; where the Customer has engaged more than one supplier in the provision of brand identity, design and development services, the delivery obligations shall be conditional upon the performance of the third parties. Where the customer does not provide a single point of focus for decision making, this may delay progress of the work for which the supplier takes no responsibility

if the Supplier or Customer is prevented by illness or injury from performing his/her duties under the agreement, the Supplier or the Customer (as the case may be) shall report the fact and its expected duration to the other party.

The Supplier shall be entitled to procure the services of any other persons with suitable skills and experience as are necessary from time to time in order to complete the work.

the duties of the Supplier do not include the upload of the final Website to the Customer's web hosting company unless that hosting company is that which is specified by and used by the Supplier (see "Web Hosting").

RKJOnline endeavours to ensure that the website and any scripts or programs are free of errors, but cannot accept responsibility for any losses incurred due to malfunction of the website itself or any part of it.

NOTE: where the customer has registered a domain with another 3rd party supplier (and wishes to keep that domain name) and already has a website on that domain, it is the domain only and NOT the website that is transferred to Fasthosts. The Supplier writes from scratch the code for the new website, accessed via the established domain name, residing on the Fasthosts web hosting services.

DUTIES OF CUSTOMER

The Customer shall deliver to the Supplier all drafts, concepts, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials agreed as being supplied by the customer within a reasonable time period. Where the Supplier has to travel to the customer to

acquire some or all of these (e.g. a DVD of images) the Supplier shall be entitled to charge additional expenses.

Where the Customer has engaged more than one supplier in the provision of brand identity, design and development services, the Customer shall deliver the brand identity or design to the Supplier within a reasonable time period.

ALTERATIONS TO THE AGREED SPECIFICATION

The Customer may at any time before final payment request alterations to the agreed work by notice in writing to the Supplier; for example a change of web page structure, an additional page (not a simple alteration to copy or the correction of a small mistake).

On receipt of the request for alteration the Supplier shall, within 7 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of the alteration, if any, on the Price, the period of time that this will delay the finalisation of the website and any other terms already agreed between the parties.

The Customer shall respond within 7 working days advising the Supplier by notice in writing whether or not he/she wishes the alteration to proceed.

The Supplier reserves the right to deem when a request is an update or alteration and when this has escalated into a re-structure or re-development of the agreed Website specification.

TESTING

On completion of the Website the Supplier shall provide the Customer with a temporary URL where the Website can be viewed and tested. If the customer considers that the Website has failed in any way or that amendments or modifications or corrective or remedial work are required, he/she shall promptly advise the Supplier in writing outlining the areas which require to be modified. On receipt of this notice the Supplier shall investigate and make the changes to the Website (including corrections or enhancements to the software used) as may be necessary to ensure that it will perform in accordance with the agreement. Following the necessary changes the Customer shall be requested to test the Website again; if no further changes are intimated by the Customer within a working day, this shall be referred to as "successful completion" and the website is ready for "Go-Live". For the avoidance of doubt, the Supplier shall not undertake any changes free of charge where they require the Website to operate in a manner not provided for by the original agreement. After "Go-Live" changes are made either under the Maintenance Agreement or are charged at the Suppliers hourly rate.

Note that the supplier reserves the right to reverse "Go-Live" if the customer does not co-operate with regard to agreeing a payment date; at this point a stage payment will be requested.

Note that during this time the Supplier expects to communicate with the single customer focal point that has authority to make decisions.

Where a failure proves to be a result of an error by the Customer, the Supplier shall be entitled to charge for the costs of investigation and of making the changes that are necessary and agreed at the Supplier's then current price list.

The Supplier shall ensure that successful completion occurs within the agreed reasonable time period. If any delay in achieving successful completion is due to delay or error beyond the control of the Supplier, the reasonable time period shall be extended.

If the testing procedure is delayed unreasonably by the customer and the successful completion thus delayed, the Supplier shall be entitled to request a stage-payment towards the final invoice.

Upon successful completion:

- the Customer shall be required to confirm in writing that the Supplier has successfully completed the work;
However note from above: *“Following the necessary changes the Customer shall be requested to test the Website again; if no further changes are intimated by the Customer within a working day, this shall be referred to as “successful completion” and the website is ready for “Go-Live”.”*

and

- the Supplier shall deliver to the Customer an operating website in accordance with the agreement (known as “Go-Live”), together with a final invoice.

The Supplier reserves the right to request full payment after successful completion but before “Go-Live”.

TERMS AND CONDITIONS OF FASTHOSTS INTERNET LTD.

The Customer and Supplier shall be bound by the terms and conditions of Fasthosts Internet Ltd. where applicable to the agreement.

WEB HOSTING:

GENERAL

The Customer wishes to provide the Supplier with data that will be hosted on servers and made accessible via the Internet. For the purposes of these terms and conditions the data is a Website that may be designed by the Supplier according to the customer's specification and questionnaire, or provided by the Customer.

Web Hosting for the Website shall cover an initial 12 month period. After 12 months, the Customer shall be given the choice of terminating the Web Hosting (which will result in the shutdown of the Website) or continuing the Web Hosting for another 12 months.

Whilst the web hosting can be cancelled at any time, no refunds of monies paid will be applicable.

Hosting Services may include:

- Webspace**
- Email facility**
- Security/Password Control**
- Technical Support**
- Statistics**
- Bandwidth**
- Software**

The Supplier usually (but not exclusively) provides website hosting services via Fasthosts Internet Limited, based in Gloucester, England, UK and upon agreement to host the Customer's data the following terms and conditions apply:

IP ADDRESSES

The Supplier reserves the right in its sole discretion to change or remove any and all IP addresses.

Where the Supplier changes or removes any IP address it shall use its reasonable endeavours to avoid any disruption to the Customer.

SERVICE LEVELS

The Supplier shall use its reasonable endeavours to make the Server and the Web Hosting Services available to the Customer as available as possible, but, since the Web Hosting Services are provided by means of computer and telecommunications systems owned by a third party, the Supplier makes no warranties or representations that the Service will be uninterrupted or error-free and the Supplier shall not, in any event, be liable for interruptions of Service or downtime of the server.

The Supplier reserves the right to change the 3rd party supply of Web Hosting Services and Servers at any time and will endeavour to limit any downtime that this may bring. This will also enable the Supplier to carry on with Web Hosting service in the event of the current 3rd party supplier ceasing trading for whatever reason.

TRANSFER FROM ANOTHER WEB HOSTING PROVIDER

When the customer has an existing domain name that the website is known under, that is registered with another 3rd party supplier, extra work is involved in transferring the domain from that 3rd party to Fasthosts. If the 3rd party supplier charges for the transfer then this cost is settled by the customer and is additional to the final invoice. Generally the Supplier will engage in the transfer at no extra cost to the customer as a goodwill gesture but does reserve the right to charge for extra time and

work involved and will charge when extra costs have been incurred e.g. international telephone calls to foreign 3rd party suppliers.

The Supplier expects to deal with a single focal point in the customer company on this matter.

ALTERATIONS AND UPDATES

ALTERATIONS REQUESTED BY CUSTOMER:

Alterations applicable to the Web Hosting arrangements (such as the addition of an "Advanced" email mailbox) will be made by the Supplier.

Requests for such alterations or updates can be made at any time however the Supplier's costs for such extra time & materials will apply.

Note that a Maintenance Agreement is available to the Customer on demand. This describes the costs applicable, if any, to alterations and updates requested by the Customer.

The Supplier reserves the right to deem when a request is an update, alteration or maintenance and when this has escalated into a re-structure or other additional development of the Website – for which further costs will apply.

All alterations and updates to the Website shall be made by contacting the supplier support team at 01928 759676 or u2us@rkjonline.com.

TERMS AND CONDITIONS OF FASTHOSTS INTERNET LTD.

The Terms of Service of Fasthosts Internet Limited apply to the hosting of the Customer's website.

ACCEPTABLE USE POLICY

The Customer acknowledges that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. RKJOnline does not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and the Customer acknowledges that by using the Services they may be exposed to Content that is offensive and/or indecent. RKJ Online will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and the Customer agrees to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

The Website and use of the Services may be used for lawful purposes only and the Customer may not submit, publish or display any content that breaches any law, statute or regulation. In particular the Customer agrees not to:

use the Services or the Website in any way to send unsolicited commercial email or "spam", or any similar abuse of the Services;

send email or any type of electronic message with the intention or result of affecting the performance of any computer facilities;

publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any intellectual property rights, via the Services or on the Website;

threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;

engage in illegal or unlawful activities through the Services or via the Website;

make available or upload files to the Website or to the Services that the Customer knows contain a virus, worm, Trojan or corrupt data; or

obtain or attempt to obtain access, through whatever means, to areas of the Supplier's network or the Services – or those of any of the Supplier's 3rd party agents/suppliers – which are identified as restricted or confidential.

The Customer has full responsibility for the content of the Website. For the avoidance of doubt, the Supplier is not obliged to monitor, and will have no liability for, the content of any communications transmitted by virtue of the Services. RKJOnline shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.

If the Customer fails to comply with the Acceptable Use Policy, the Supplier shall be entitled to withdraw the Services and terminate the Customer's account.

SEARCH ENGINE OPTIMISATION (SEO):

Due to external factors such as those used by search engines when searching for websites, RKJOnline does not offer any guarantees regarding the position or ranking achievable for websites.

Neither is there any guarantees made that when successful ranking positions are achieved, these will remain constant. Usually when competitors notice other websites making progress in Search Engine rankings, they tend to put extra effort into their own SEO. This can affect rankings achieved by RKJOnline and underlines the constant need to keep on top of SEO rather than have a “one-off” project approach.

MAINTENANCE AGREEMENT:

The Customer is engaging the Supplier for the specific purpose of maintaining an existing web site. The website may or may not have been originally designed by the Supplier.

Note that if customers do not wish to enter this agreement, maintenance can take place and will be charged at the Supplier's usual hourly rate.

DUTIES

The Supplier shall provide to the Customer the Web Services specified **The Maintenance Agreement Services below** (subject to these Terms and Conditions)

The Supplier reserves the right to subcontract certain portions of this job to expedite completion, if need be

SERVICE LEVELS

The Supplier shall use its reasonable endeavours to carry out the Web Services in line with the agreement. However, since the Web Services are provided by means of computer and telecommunications systems owned by a third party, the Supplier makes no warranties or representations that the Services will be uninterrupted or error-free and the Supplier shall not, in any event, be liable for interruptions of Service or downtime of the server hosting the website.

The Maintenance Agreement Services

- The Customer website will be checked each month for functionality and to ensure all links (internal and external) are operating correctly
- Maintenance changes to the website shall be carried out by the Supplier in accordance to the details provided by the customer
- The customer shall make the details of the maintenance changes known to the Supplier in writing – by means of email, fax or letter, post albeit some discussion may take place over the phone.
- The Supplier shall deal and communicate with one single point from the customer organisation who has the authority to make change/maintenance requests
- The Supplier shall provide to the Customer an estimate of how much time the work will take and when the work will be complete. This estimate will be provided usually via email within 1 week of the details given by the Customer provided that the Supplier is not indisposed in some way over which he has no control and which would make a 1 week response time unlikely
- In terms of completing the requested maintenance, this would usually be within the calendar month that the work was requested. However, if there are reasons which are beyond the Suppliers control why this cannot be achieved the Supplier reserves the right to complete the maintenance work according to his own schedule

- The Customer shall supply the text (“copy”), images, articles or other content that he wishes to use in the updated website. Copy can be provided by the Supplier’s copy writer but this will be at additional cost.
Costs of supplying changes (such as if the customer wants to deliver images via a DVD by post) will be borne by the customer
- In any one calendar month period, the time provided by the Supplier for maintenance work under the agreement will be 45 minutes. Any time spent by the Supplier over and above 45 minutes will be charged at the Suppliers normal hourly rate. In all circumstances costs for items that the Supplier needs to obtain from a 3rd party will be charged in addition to the monthly charge for the maintenance contract
- The 45 minutes as referred to above shall not be carried over to subsequent months if the Customer has not made use of this time by means of request for maintenance
- If the time taken by the Supplier is more than the 45 minutes specified in the maintenance contract, further *maintenance* work will continue at a 50% discount of the normal hourly rate charged by the Supplier
- The Customer shall be entitled to priority over other Customers who have not purchased the Maintenance contract and those customers shall be charged at the Supplier’s normal hourly rate
- A list of items and tasks that would generally be understood as maintenance is listed below, this is not an exhaustive list:
 - Removing and correcting broken links to external sites or internal pages
 - Removing or updating “copy”
 - Removing or updating old articles
 - Removing or updating information which may contain set dates (e.g. dates of specific company events)
 - Removing or updating images
 - Adding other, additional features some of which may be chargeable (e.g. advanced mail boxes) that the Supplier offers

The Supplier reserves the right to deem when a request is not “maintenance” but in fact constitutes “development” or “re-structure” for which other costs and charges will apply

- On completion of the maintenance work the Customer shall state in writing that he is satisfied with the work done, this would usually be via email
- Every effort will be made to satisfy the Customer but if the Supplier deems that further requests are unreasonable or constitute development or restructure, he reserves the right to charge over and above the monthly charge and the 50% discounted hourly rate
- With regard to service levels, your attention is brought to “Service Levels” as noted above

PRICE AND PAYMENT:

(Applicable to Web Design, Hosting, Maintenance and SEO)

Upon agreeing the Customer Questionnaire or meeting notes etc. for the Web Site, the Customer may be asked to pay an initial non-refundable deposit to the Supplier of 30% of the Price of the work, within a period agreed by both parties (but no longer than 2 weeks). The Supplier reserves the right to start no work (such as domain registration, transfer, design work or SEO) until this deposit is received.

If delays occur in the progress of work which the supplier deems are caused by the customer, the Supplier reserves the right to ask for one or more stage payments – the amount to be determined by the Supplier - before completion of the website, to be paid within 14 days.

Where the Supplier has to travel in order to secure information, images, copy and/or have more than the initial face to face meeting with the customer, the Supplier reserves the right to charge additional expenses.

Upon successful completion of the work (see “Testing”), the Customer shall pay the Supplier the remainder of the final balance of the Price on receipt of the final invoice and within a period agreed by both parties (but no longer than 14 days). There are no exceptions. The Supplier reserves the right to ask when payment will be made if no agreement has been made and if this information has not been volunteered by the customer. Irrespective of whether the customer has the intention of paying on 14 days i.e. no sooner, the agreement about payment timing and the communication between the 2 parties still has to occur. This is to avoid any doubts as to whether the customer intends to settle the invoice or not.

For clarity, final invoices are usually sent by email and so “on receipt” means the same day as the email was sent, irrespective of whether the customer has opened the email.

When invoices are sent by post, this will be First Class and so “on receipt” is deemed to be the following day (with the exception of post sent Saturday when “on receipt” is Monday and post sent Sunday when “on receipt” is Tuesday).

There will be no refunds although RKJOnline will always liaise with the customer on minor amendments that are required soon after completion from a “goodwill” perspective. RKJOnline also offer a maintenance contract should further routine, small changes be required.

Where the Customer has not paid the final invoice within the agreed period, the Supplier reserves the right to shut down the Website and associated services totally.

Note that the supplier reserves the right to reverse “Go-Live” if the customer does not co-operate with regard to agreeing a payment date; at this point a stage payment will be requested.

The Supplier reserves the right to amend prices specifically quoted where suppliers to RKJ Online have raised the cost of services and products supplied. In such cases RKJ Online shall give the Customer one month’s notice of the change in Price.

Any other changes to RKJOnline’s Prices or Hourly Rates shall not be passed onto the customer for the agreed work, once the agreement/order is in place.

Note that the price of some items is annual, for example:

- The price for Web Hosting is annual, albeit the first year's price may be included in the "Standard Package" cost
- The price of a "co.uk" Domain name is renewable every two years. This is the responsibility of the Customer; however the Supplier will notify the Customer when this cost is due

Where the customer does not meet these costs, the Supplier reserves the right to shut down the Website totally.

The Supplier reserves the right to request full payment after successful completion but before "Go-Live".

The Suppliers policy on amounts overdue is to charge interest; debts older than 40 days are passed to a collections agency who will act on behalf of the supplier.

INTELLECTUAL PROPERTY RIGHTS: **(applicable to Web Design, Hosting, Maintenance and SEO)**

The Customer grants to the Supplier a royalty-free, world-wide, non-exclusive licence to use the content supplied by the Customer for the purposes of the website design only.

Upon final payment only, the Supplier shall grant to the Customer a royalty-free, world-wide, non-exclusive licence to use the Website Design, the Web Pages and the parts of the content designed by Supplier.

The Supplier and any sub-contractors retain the right to display graphics and other web design elements as examples of their work. The Supplier may make reference to the Website as an example of his work for the purposes of any Marketing or Advertising campaign.

The Supplier cannot take responsibility for any copyright infringements caused by materials submitted by the customer. RKJOnline reserves the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

SOFTWARE LICENCE AND RIGHTS:

(applicable to Web Design, Hosting, Maintenance and SEO)

If the Customer requires use of software owned by or licensed to the Supplier ("the Supplier's software") in order to use the Services, the Supplier grants to the Customer and its employees, agents and third party consultants and contractors, a royalty-free, world-wide, non-transferable, non-exclusive licence to use the Supplier Software in object code form only, in accordance with the terms of this Agreement. For the avoidance of doubt, the agreement does not transfer or grant to the Customer any right, title, interest or intellectual property rights in the Supplier Software.

In relation to the Supplier's obligations under the agreement in connection with the provision of the Services, the Customer grants to the Supplier a royalty-free, world-wide, non-exclusive licence to use any Customer Software and any text, graphics, logos, photographs, images, moving images, sound, illustrations and other material and related documentation featured, displayed or used in or in relation to the Website, as supplied by the Customer. For the avoidance of doubt, this Agreement does not transfer or grant to the Supplier any right, title, interest or intellectual property rights in any Customer Software or materials as described above.

The Customer undertakes that he will not himself or through any third party, sell, lease, license or sublicense the Supplier Software. If the Customer is permitted under this Agreement or by law to make any copies of the Supplier Software, the Customer must reproduce all proprietary notices of the Supplier, if any, on the copies.

The Supplier may make such copies of the Website as may be necessary to perform its obligations under this Agreement, including backup copies of all content. Upon termination or expiration of this Agreement, the Supplier shall destroy or deliver to the Customer all such copies of materials included in the website as provided by the Customer as and when requested by the Customer.

WARRANTIES:

(applicable to Web Design, Hosting, Maintenance and SEO)

The Customer warrants and represents to the Supplier that any elements of text, graphics, photos, designs, trademarks or other material supplied to the Supplier for inclusion in the Website are owned by the Customer, or that the Customer has permission from the rightful owner to use each of these elements and that the Supplier's use of such material shall not infringe the intellectual property rights of any third party.

The Customer agrees to hold harmless, protect and defend the Supplier from any claim or suit arising from the use of these materials.

The Customer warrants and represents to the Supplier that the Supplier's use of the Content or the Customer Software in accordance with the agreement will not infringe the intellectual property rights of any third party and that the Customer has the authority to license the Content and the Customer Software to the Supplier.

The Supplier is not responsible for any content the Customer decides to include on a web page. Where the Supplier has erroneously included content and has been advised of this by the Customer, the appropriate correction shall be made as soon as possible by the Supplier. This will usually be within 2 working days.

The Supplier shall not be liable to the Customer as a result of any viruses introduced or passed on to the Customer.

INDEMNITY:

(applicable to Web Design, Hosting, Maintenance and SEO)

The Customer agrees to indemnify and hold the Supplier and its employees and agents harmless from and against any breach by the Supplier of these Terms and Conditions and all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Supplier arising out of any breach by the Customer of the terms of the agreement or other liabilities arising out of or relating to the Website.

LIMITATION OF LIABILITY:

(applicable to Web Design, Hosting, Maintenance and SEO)

The entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of these terms and conditions and customer questionnaire/meeting notes, whether or not arising out of negligence, shall be limited to the Price paid by the Customer under the agreement and as outlined in the invoice.

In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

The Supplier will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines or due to the unavailability of the site, its servers, software or any material provided by its agents or hosting company.

The Supplier will not be liable or become involved in any disputes between the site owner (customer) and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. E.g. any disputes re content/images that have been provided to us for inclusion on the site.

The Supplier will not be liable for any costs incurred by the Customer, due to the inability of the Supplier to complete the work due to illness or death of the Supplier, his/her personal or business partners or employees and affiliates.

CONFIDENTIALITY AND NON-DISCLOSURE:

(applicable to Web Design, Hosting, Maintenance and SEO)

During the period of the agreement(s) and after its/their termination, the Customer must not disclose any confidential information (whether technical or otherwise) made available to him/her by the Supplier.

During the period of the agreement(s) and after its/their termination, the Supplier must not disclose any confidential information (whether technical or otherwise) made available to him/her by the Customer unless such information has reached the public domain.

Any confidential information may be disclosed by the Supplier to any governmental or other authority or regulatory body, but only to the extent necessary for the purposes contemplated by this agreement or as is required by law, and subject in each case to the Supplier using its best endeavours to ensure that the person in question keeps the information confidential and does not use it except for the purposes for which the disclosure is made.

TERM and TERMINATION:

(applicable to Web Design, Hosting, Maintenance and SEO)

The Supplier shall have the right to terminate the agreement with immediate effect by notice in writing to the Customer if the Customer fails to make any payment when it becomes due and this includes deposit and requested stage payments.

Either party may terminate the agreement forthwith by notice in writing to the other if:

the other party commits a material breach of the agreement and in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

the other party commits a material breach of the agreement which cannot be remedied under any circumstances; or

the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets; or

the other party ceases to carry on its business or substantially the whole of its business.

Termination by either party may occur on the annual anniversary of web hosting services and the maintenance agreement.

ASSIGNMENT:

(applicable to Web Design, Hosting, Maintenance and SEO)

The Supplier may assign or otherwise transfer the agreement(s) at any time.

The Customer may not assign or otherwise transfer the agreement(s) or any part of it/them without the Supplier's prior written consent.

FORCE MAJEURE:

(applicable to Web Design, Hosting, Maintenance and SEO)

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, death or ill health of Supplier or Customer, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services (including Website hosting services), and the Supplier shall be entitled to a reasonable extension of its obligations after notifying the Customer of the nature and extent of such events.

TERMS AND CONDITIONS OF USE

(RKJ Consulting Limited)

1 ACCEPTANCE OF TERMS

- 1.1 Your access to and use of RKJ Consulting Limited ("the Website") and any Services referred to in Clause 2, is subject exclusively to these Terms and Conditions. You will not use the Website/Services for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website/Services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website/Services.
- 1.2 We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website/Services following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

2 THE SERVICES

The Website may provide communication tools such as email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities ("the Services") designed to enable you to communicate with others. Unless stated otherwise the Services are for your personal and non-commercial use only.

3 CHILD SUPERVISION

We are concerned about the safety and privacy of our users, particularly children. Parents who wish to allow their children access to and use of the Website/Services should supervise such access and use. By allowing your child access to the Services you are allowing your child access to all of the Services, including email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities. It is therefore your responsibility to determine which Services are appropriate for your child. Always use caution when revealing personally identifiable information about yourself or your children via any of the Services.

4 PRIVACY POLICY

We are committed to responsible data management and subscribe to the principals of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from you. If you register for any of the Services you will be asked to provide basic personal information. The information provided by you is not available for sale or use by third parties. The information is used solely for notifying you of changes or updates to the Website/Services.

5 **USER ACCOUNT, PASSWORD AND SECURITY**

If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service. You are responsible for maintaining the confidentiality of the username and password and also for all activities which take place under your account. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. In no event will RKJ Consulting Limited be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time, without the express permission of the account holder.

6 **ACCEPTABLE USE**

6.1 You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent. RKJ Consulting Limited will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

6.2 In using the Website/Services you agree not to:

6.2.1 use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;

6.2.2 post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;

6.2.3 post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;

6.2.4 threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;

6.2.5 use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;

6.2.6 make available or upload files that contain a virus, worm, Trojan or corrupt data that may damage the operation of the computer or property of another;

6.2.7 collect or store personal information about others, including email addresses;

6.2.8 advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;

- 6.2.9 impersonate any person or entity for the purpose of misleading others;
 - 6.2.10 violates any applicable laws or regulations;
 - 6.2.11 use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services;
 - 6.2.12 post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);
 - 6.2.13 attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means.
- 6.3 We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.

7 TERMINATION

We have the right to terminate your access to any or all of the Website/Services at any time, without notice, for any reason, including without limitation, breach of these Terms and Conditions. We may also at any time, at our sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Website/Services.

8 LINKS TO THIRD PARTY WEBSITES

The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that RKJ Consulting Limited is not responsible for the content or availability of any such sites.

9 INTERNATIONAL USE

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Website and its content (including without limitation the Website design, text, photographs, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trademarks, patents and other intellectual property rights and laws. In accessing the Website you agree that you will access the contents solely for your personal, non-commercial use. None of the content may be downloaded, copied,

reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder.

- 10.2 RKJ Consulting Limited does not claim ownership of any materials you post, upload or submit to any publicly accessible area of the Services. However, by doing so you are granting us a world-wide, royalty free, non-exclusive licence to copy, distribute, transmit, reproduce, publicly display, edit, translate or publish such Content for as long as you elect to display such Content via the Services. The licence shall be terminated when such Content is deleted from the Services.

11 INDEMNITY

You agree to indemnify and hold RKJ Consulting Limited harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against RKJ Consulting Limited by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by RKJ Consulting Limited in consequence of your breach of these Terms and Conditions.

12 DISCLAIMERS AND LIMITATION OF LIABILITY

- 12.1 Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 12.2 To the extent permitted by law, RKJ Consulting Limited will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services.
- 12.3 RKJ Consulting Limited makes no warranty that the Website/Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.
- 12.4 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of RKJ Consulting Limited for death or personal injury as a result of the negligence of RKJ Consulting Limited.
- 12.5 Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

13 SEVERANCE

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

PRIVACY POLICY:

(applicable to whole T&C document)

We are committed to responsible data management and subscribe to the principals of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from you. If you register for any of the Services you will be asked to provide basic personal information. The information provided by you is not available for sale or use by third parties. The information is used solely for notifying you of changes or updates to the Website/Services.

DISPUTES AND ARBITRATION PROCESS:

(applicable to whole T&C document)

Where a dispute arises, arbitration may be sought via a 3rd party that is agreed to by both Supplier and Client within a reasonable time. Where agreement cannot be reached, the agreement shall terminate and all sums due to the Supplier by the Customer shall be paid within 14 days.

GOVERNING LAW AND JURISDICTION:

(applicable to whole T&C document)

The agreements shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

TERMS AND CONDITIONS OF FASTHOSTS INTERNET LTD.

(applicable to whole T&C document)

The Customer and Supplier shall be bound by the terms and conditions of Fasthosts Internet Ltd. where applicable to the agreements.