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## **GENERAL TERMS AND CONDITIONS**

### **1. Definitions**

- 1.1. "The Company" means London Web Limited or as the context requires any of its subsidiaries from time to time.
- 1.2. "Customer" means the Customer of the Company.
- 1.3. "Equipment" means any hardware or software acceptable to the Company.
- 1.4. "Services" means services provided by the Company.
- 1.5. "System" means any systems operated and /or supplied by the Company.
- 1.6. "Charges" means the charges of the Company for the provision of the Services which are published from time to time.

### **2. Acceptance of Agreement**

This Agreement shall commence on the date of supply to the Customer of the services, which shall be deemed to be the date of acceptance by the Company for the purpose of this Agreement.

### **3. Purchase of Goods**

- 3.1. The Customer shall pay the price of the services on the date specified by the invoice for the goods. If any part of this invoice remains unpaid after thirty (30) days from the date of the invoice, the balance unpaid shall bear interest and such interest shall be payable by the Customer to the Company at the rate of 4 per cent over the base rate, at the time for TSB plc, until payment in full. No interest shall be payable if the invoice is in dispute.
- 3.2. If after sixty (60) days the Company refers the unpaid invoice to a collection agency, the Customer is responsible for the collection and any legal charges, which may be added to the unpaid invoice.

### **4. Provision of Services by the Company**

- 4.1. The Company will use its reasonable endeavours to provide the Services to the Customer throughout the term of the Agreement unless terminated in accordance with Clause 6 or 7 below.
- 4.2. The Company will not be liable for any loss of services resulting from any cause including delays non-deliveries missed deliveries or service interruptions caused by events beyond its control or by errors or omissions of the customer. For the avoidance of doubt this shall also exclude any warranty as to the accuracy of the information received through the system or service.
- 4.3. This Agreement contains express warranties undertakings and obligations of the Company. All other conditions warranties terms undertakings and obligations of the

Company whether implied by statute common law custom trade usage or otherwise and all duties of care contracted or otherwise and all liabilities of the Company arising therefrom are hereby wholly excluded to the extent permitted by the laws of the United Kingdom.

4.4. The liability of the Company (if any) in contract tort negligence otherwise arising out of or in connection with supply of services hereunder shall be limited in respect of any one event or a series of two or more connected events to £200.00.

## **5. Payment**

5.1. The Customer will pay the Company: -

5.1.1. that all Charges whether monthly quarterly or annual referred to on the business order form or for any additional services requested in writing by the Customer at a later date;

5.1.2. a fee of £25.00 per incident for cancelled dishonoured or failed direct debit mandates standing orders credit card payments or cheques

5.1.3. V.A.T. will apply where appropriate.

5.1.4. statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 if payments are not made according to the agreed terms.

5.1.5. The Company reserve the right to annually review its charging structure in line with the published RPI and will provide the Customer with a minimum of 30 days written notice of any intended price change.

5.1.6. The Company reserves the right to pass on price increases incurred from third party services notified with a minimum of 30 days written notice.

5.1.7 Payment by cheque of any invoices will incur a processing charge of £20.00.

## **6. Terms and Suspension of Service**

6.1. The initial contract term shall be as stated in the Agreement. The term shall commence on the date of acceptance by the Company and shall continue during the period covered by payment of the Charges unless and until terminated by either party giving notice in accordance with Clause 7. Notwithstanding termination of this agreement in accordance with Clause 7 all Charges due under this Agreement shall be payable by the Customer.

6.2. The Company may from time to time and without notice suspend the Services in any of the following circumstances and during any period of suspension, other than under 6.2.1 below, the Customer will be liable for the standing charges for the period of suspension or termination.

6.2.1 during any technical failure lasting more than 24 hours

6.2.2. if the customer fails to comply with any of these terms and conditions (including failure to pay charges due) until the breach (if capable of remedy) is remedied or does or allows to be done anything which in the opinion of the Company may have the effect of jeopardising the operation of the service or

6.2.3 if any misrepresentation has been made by the Customer or there has been or is considered to be a breach of any of the terms and conditions of this Agreement including without limitation late or non-payment of sums due by the Customer

6.2.4 if the direct debit completed by the Customer is not accepted by the Customer's bank or is subsequently cancelled or dishonoured by the Customer or the Customer's bank.

6.3. The Company may from time to time and without notice suspend the Service to the Equipment in order to carry out emergency maintenance work. Routine Maintenance will be carried out at the discretion of the Company during non UK working hours as is necessary, but in order to minimise disruption, the Customer will be notified by E-mail 24 hours previously of such events if practicable save in the case of emergency.

## **7. Termination**

### **7.1. By the Customer**

The Customer may, 90 days prior to the expiry of the initial contract term give the Company written notice to terminate this Agreement provided payment is made in accordance with Clause 7.2.3. hereof.

### **7.2. By the Company London Web Limited 3 July 2011**

Without prejudice to any other claim or remedies which the Company may have against the Customer the Company may (without incurring any liability to the Customer) terminate this Agreement by not less than five (5) days notice or immediately by written notice in any of the following circumstances.

7.2.1. if either party fails to comply with any of the terms of this Agreement

7.2.2. if either party makes or offers to make any arrangement or composition with creditors or commits any act of bankruptcy or if any petition receiving order in bankruptcy is presented or made against either party or if either party is a Limited Company and a resolution to wind up that Company is passed or if a receiver or administrator is appointed over the whole or any such part of the party's assets or if either party reasonably anticipates that any of these events: -

7.2.2.1. are imminent or

7.2.2.2. if the Customer does or allows to be done anything which in the opinion of the Company will or may have the effect of jeopardising the operation of the System or Services offered by the Company or

7.2.3. if this Agreement terminated earlier than the initial term by the Company due to circumstances defined in clauses 6 and 7 (2) above or where notice has been given by the Customer, the Customer shall pay the Company on demand all charges outstanding.

## **8. Improper Use and Liabilities**

8.1. The Customer acknowledges that it may only use the Services for lawful purpose and warrants that it shall not (or authorise or permit any other party to) use the Services to receive or transmit material, which is in violation of any law or regulation.

8.2. The Customer acknowledges that it will not use the Services to receive or transmit material which may be obscene threatening menacing offensive defamatory in breach of confidence or in breach of any intellectual property right (including copyright) or be otherwise unlawful.

8.3. The Customer acknowledges that it shall not knowingly or recklessly transmit any electronic material (including viruses) through the System, which shall cause or is likely to cause detriment or harm in any degree to computer systems owned by the Company or other Internet users.

8.4. The Customer acknowledges that its account is to be used by the registered user named in the Agreement only and that it will not allow simultaneous access using the same login as the registered user of the account.

8.5. The Customer will keep all user names and passwords secure and not let them become public knowledge.

8.6. The Customer hereby agrees to fully indemnify and to hold the Company harmless from and against any claim brought by a third party resulting from the improper use of the Services by the Customer and in respect of all losses costs actions proceedings claims damages expenses (including reasonable legal costs and expenses) or liabilities whatsoever suffered or incurred directly by the Company in consequence of the Customer's breach or non observance of these terms and conditions.

8.8. The Customer shall consult with the Company and shall defend and pay all costs damages awards fees (including any reasonable legal fees) and indemnify and satisfy any judgements

against the Company arising from the above claims and shall provide the Company with notice of such claims. If the Company so decides the Company shall defend all claims at the cost of the Customer and the Customer hereby grants the Company full authority to defend compromise or settle such claims and reasonable assistance necessary to defend such claims at the Customer's sole expense.

8.9. The Customer acknowledges that the Company is unable to exercise control over the content of information passing over the System via the Services and the Company hereby excludes all liability of any kind for the transmission or reception of infringing information of whatever nature.

## **10. Restriction against sub-leasing/re-selling**

The Customer in entering into this contract undertakes that it will not assign lease sub-sell or in any other way transfer the right to use the Services hereunder without the permission of the Company, those permissions not to be unreasonably withheld. Any failure to comply will result in the Services being terminated by the Company forthwith and the Customer will indemnify the Company in full for any loss suffered by it due to such act.

## **11. Use of the Services**

The Use of the Service must conform to the Company's guidelines. Use of the Service not in accordance with the provisions hereunder is prohibited.

## **12. Assignment**

The Company shall be entitled to assign this agreement either in whole or in part. This Agreement shall be personal to the Customer who shall not be entitled to assign this agreement in whole or part.

## **13. Data Protection**

The Company reserves the right to put the names and other information from the registration form relating to its Customers into a computerised directory for its own use.

## **17. Limitation of Liability**

17.1. In no event shall the Company be liable for indirect incidental or consequential damages.

17.2. In no circumstances shall the liability of the Company exceed the amount paid for the services at the time of issue. The Customer expressly assumes all risk for such use.

17.3. The Company reserves the right to vary these terms and conditions from time to time. Such changes shall be notified to the Customer by E-Mail and be posted on the Service Agreement. Changes in this manner shall be deemed to have been accepted if the Customer continues to use the service after a period of one (1) week from the date of E-Mail.

## **18. Miscellaneous**

### **18.1. Representations**

The Customer agrees that this agreement by the Customer is the complete and exclusive statement of the agreement between the parties which supersedes all understandings prior to this agreement oral or written and all representations or other communications between the parties relating to the subject matter of this Agreement.

### **18.2. Notices**

The Customer must promptly advise the Company of any changes of payment details or address.

18.2.2. Any notice hereunder sent by the Company to the Customer shall be deemed received by the Customer forty eight (48) hours after the date of first class prepaid postage to the Customer address given on the Agreement or such subsequent address as may have been properly notified to the Company in writing

18.2.3. Any Notice hereunder sent by the Customer to the Company must be sent by recorded delivery to the Company's address given on the Agreement or notified to the Customer in writing.

18.3 Unless otherwise specified the Company will have the right to use the Customer's name for marketing and promotional materials.

18.4. The Company shall not be liable in respect of any breach of this contract due to any cause beyond its reasonable control including but not limited to Act of God inclement weather act or omission of Government or public telephone operators or other competent authority or other party for whom the Company is not responsible.

18.5. The Customer acknowledges that it has read and accepts the terms of this Contract and that in signing this agreement it has been duly authorised by its parent company (if the Customer is a corporation) or all its partners (if the Customer is a partnership) to bind the same jointly and severally to the performance of this agreement should the Customer fail to meet any of its obligations hereunder

18.6. This Agreement shall be governed by and construed in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.