

# Terms and Conditions

## 1 Definitions

1.1 The Company shall be Solutions on Demand Ltd, The Business Centre, 11 Standalane, Stewarton, Ayrshire KA3 5BG.

1.2. The Client shall be the person, firm or company that purchases or agrees to purchase goods or services from the company.

1.3. The Goods or Services shall be the services, software, hardware and related products that the company agrees to supply to the client.

1.4 The Contract shall be a contract for the supply of goods and services by Solutions on Demand Limited.

## 2 Terms & Conditions

2.1 These terms and conditions shall apply to all contracts for the sale and supply of goods and services by Solutions on Demand Limited to the exclusion of all other terms and conditions which the client may purport to apply. Client Conditions of Purchase will not be accepted by the Company.

2.2 After completion of the order form, orders by the way of verbal instruction, letter, telephone, fax or e-mail by the client shall be deemed to have accepted and agreed subject to these terms and conditions.

2.3 Any variation of these terms and conditions shall not be valid unless agreed in writing by the Company and the Client and duly signed by a Director of the Company and an authorised signatory of the Client.

2.4 The company reserves the right to amend and update these terms and conditions from time to time and such amended terms shall apply after the next anniversary of the supply agreement unless it is specifically agreed between the parties for such amended terms to be applied at a sooner date.

## 3 Supply

3.1 The company agrees to provide the services and / or products to the client as requested in the order form in accordance with the terms and conditions of this contract.

3.2 Where the company registers a domain name on behalf of a client, the client retains a license to use the domain name subject to payment of the annual fee. Ownership of the domain name shall remain the property of the company unless a specific transfer fee is agreed by the company.

3.3 Hardware and software supplies are offered subject to the standard manufacturer warranties, which may be extended at the time of purchase for an additional charge in some cases. Updates of registered software are available in certain cases.

3.4 Website design work or known updates will be undertaken for clients and will be subject to fees at the company's current rate. Copyright to such website designs remain the property of the company until termination confirmation is received and any infringement of such copyright will result in legal action. The Company accepts no liability for any actual or consequential loss as a result of such action, but the Company will allow two working days for retraction of such copyright infringement once notified to the client.

3.5 Where a client wishes for IT system support services, these will be subject to an additional agreement tailored for the client's requirements.

3.6 All software supplied by the Company, which requires registration, shall be the responsibility of the client. Software supplied by the Client to be loaded onto a new or repaired PC owned by the Client shall be a duly authorized and sourced copy. The Company will not install or re-load unauthorised software.

## **4 Price & Payment**

4.1 All prices are exclusive of VAT which shall be added at the rate in force at the supply date.

4.2 Prices quoted shall be honored for a period of 14 days unless the item quoted is subject to a special rate at the time of quoting; such fact will be advised to the client.

4.3 Payment by the client will be on a monthly account basis due 7 days after invoice.

4.4 Annual fees will be charged at renewal automatically to the client unless the client has advised in writing their wish to terminate the agreement no less than 30 days prior to the end of the annual service period.

4.5 The company reserves the right to vary the amount payable (monthly and yearly) from time to time, but will give a minimum of 14 days prior written notice of any such variation.

4.6 Where a Client's website service is activated before payment has been made, then payment must be made in full within 7 days or the Company has the right to de-activate services until payment has been received.

4.7 The Company reserves the right if payment is not made in full within the contractual credit term to terminate the service and server facility and accepts no liability for any actual or consequential loss by so doing. The Company will endeavor to contact the client prior to such action being taken.

4.8 Re-activation of services will be subject to a pre-paid charge of a minimum of £99 excluding vat, and pre-payment thereafter of Monthly and Annual fees.

## **5 Termination**

5.1 The initial term of this contract shall be a period of 12 months and shall commence on the date of acceptance by the client. Thereafter the contract will continue on an annual basis unless terminated according to the provisions below.

5.2 All account cancellations must be done in writing, with at least 30 days notice. Notifications must include official company letterhead, principal contract name with valid signature and reason for cancellation. Third party cancellations are not accepted.

5.3 The company reserves the right to cancel an account at anytime without notice, if the client is considered to be in breach of a material term.

5.4 When your account is closed whether by 5.2, 5.4, or any sections under 9.0, all files will be deleted within 7 days.

5.5 Any improper use by the client under any sections under 9.0 will result in immediate termination of the Company's service.

5.6 If a client has contracted for a service on an annual subscription and the client wishes to cancel within this service period, the Company will not make any refunds for the unexpired period.

## **6 Company's Liability**

6.1 In no circumstances whatsoever will the company be liable for economic, indirect or consequential loss arising from delays or service interruptions that may occur from time to time for any reason.

6.2 The company will take reasonable commercial precautions against viruses etc but do not accept responsibility for any loss occasioned by computer viruses, whether introduced by the Company's software, server services or otherwise via the Company's or Client's equipment.

6.3 To protect your privacy the Company will not distribute any client's details to any third party.

6.4 The company reserves the right to remove material deemed inappropriate from your web pages, without prior notice. Solutions on Demand Limited do not allow adult, warez, illegal MP3 websites or other material considered inappropriate on their servers.

6.5 The company accepts no liability for any loss or damage howsoever caused by the use, misuse, unavailability or removal of services, but will take reasonable steps to ensure continuity of the same.

6.6 Whilst the company shall expeditiously seek domain registration, the company shall not be liable in the event of the domain having been registered by some other person by the time the company seeks registration in which event a full refund will be paid to the client without any other liability on the part of the company for loss by the client.

6.7 For clients using our Email Anti-Virus Scanning Service - New viruses and exploits are created daily and no virus protection system could ever be 100% effective. Solutions on

Demand Limited shall not be responsible for any damage, loss of revenue or other repercussions of a malicious email passing through this system.

6.8 The Company will arrange regular back up of client's data and will take reasonable steps to ensure that data can be restored in the event of a hardware or software fault but the Company does not warrant that such restored data will be complete up to the moment of such failure. There may be some loss of data between the time of the latest backup and that of the failure occurring.

## **7 Client's Liability**

7.1 It is the client's responsibility to carry out computer virus precautions on their in-house systems unless an IT Support contract has been agreed with the Company.

7.2 It is the responsibility of the client to keep independent backup files of important data. We the company cannot be held responsible for any loss incurred from the client's inability to backup any files. The company takes no responsibility for loss of data while in our care or third party care.

7.3 Data stored on our servers is backed up. It is the responsibility of the client to keep independent backup files of important data. We the company cannot be held responsible for any loss incurred from the client's inability to backup any files.

7.4 Clients may have commercial use of web and ftp space. This privilege must not be abused. If the company believes that this or any other facilities have been abused by the client, this will result in an immediate termination of their account.

7.5 Clients will be responsible for the content of their pages including obtaining the legal permission for any works they include and ensuring that the contents of their page/s do not violate UK or any other laws that are applicable.

7.6 The clients will be responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via their page/s.

7.7 Clients shall indemnify the Company personnel whilst working at the client's premises or whilst working in or at a property under the instructions of the client thereof in respect to requirements of the Safety at Work legislation in force at the time.

## **8 Password Security**

8.1 The client will be given a login account, which is for personal use only. Clients must not divulge the password to any other people.

8.2 The client shall taken reasonable precautions to ensure that it is not discovered by other people.

8.3 The company reserves the right to change the password in the event of any suspected security breach.

## **9 Improper Use**

9.1 The Company's service may only be used for lawful purposes by the client.

9.2 The Company does not allow adult, warez, illegal MP3 sites or IRC Bots.

9.3 Clients may not run server processes, such as talkers or IRC Bots from their login account.

9.4 Clients must not participate in any form of unsolicited bulk e-mailing or spam.

9.5 Any breach of the above provisions will result in an immediate withdraw of service provided by the Company.

9.6 This contract shall be regulated by the Laws applicable to Scotland for all work done in Scotland and the Laws applicable to England for all work done in England. Contracts entered into with clients out with the UK shall be regulated by the Laws applicable to Scotland.