

INPUTLINK CONSULTING LIMITED
TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS

For the purposes of this document the following definitions will apply:

- 1.1 **'Company'**: InputLink Consulting Limited
- 1.2 **'Client'**: either:-
- a) a person company or organisation that engages the Company to undertake consultancy work having accepted the services to be provided by the Company as set out either in a written proposal or in the acceptance thereof by the Company and also the terms and conditions of business which are described in this document; or
 - b) a person company or organisation that engages the Company to supply Goods.
- 1.3 **'Assignment or Engagement'**: the services to be provided by the Company to the Client in accordance with the written proposal or letter of engagement by the Company
- 1.4 **'Goods'**: any goods or allied goods provided by the Company at the request of the Client which relate to Computer Hardware or Software.

2. FORMATION OF CONTRACT

- 2.1 Unless otherwise agreed in writing, any contract between the Company and a Client shall be deemed to be made upon, and subject to, the terms and conditions of business described in this document.
- 2.2 All contracts shall be governed and construed in accordance with the law of England and the Client hereby agrees to accept the non-exclusive jurisdiction of the English Court.
- 2.3 Where the term 'representative' is used in written proposals, correspondence or other documentation in relation to persons performing services on behalf of the Company, this shall imply reference to representatives of InputLink Consulting Limited but should not be taken to imply that such persons are agents as defined under English Law.
- 2.4 The Company accepts responsibility for the advice given by such persons on behalf of the Company to Clients in the course of carrying out the Assignment or Engagement on these terms and conditions only.

3. CALCULATIONS AND PAYMENT OF FEES AND EXPENSES

- 3.1 Fees will be charged on the basis set out in the written proposal or letter of engagement of the Company. Where applicable VAT will be charged at the prevailing rate.
- 3.2 Unless otherwise agreed, fees will be charged separately for each type of work and will be billed at four-weekly intervals. Where applicable, VAT will be charged at the prevailing rate.
- 3.3 Fees are payable by the Client net, on receipt of an invoice. Full payment must be received by the Company within 30 days of the date on which the invoice was raised.
- 3.4 Where payment is not received by the Company within this agreed period, the Company shall be entitled to charge interest at the rate of 8% per annum over the Bank of England base rate from time to time and to claim compensation in line with Late Payment of Commercial Debts (Interest) Act 1998 (including any subsequent amendments) (before or after judgement) on the outstanding amount(s) and to suspend all work for the Client or to terminate the relevant contract and any other contracts with the Client without prejudice to any other rights and without liability to the Company.
- 3.5 Any complaints must be received within 5 working days of the receipt of the invoice. In the first instance, any complaints should be notified directly to the Company by email, fax or letter. The Company will respond within 5 working days.
- 3.6 Statements provided by the Company to the Client, concerning the total work time or the total charges relating to the provision of a specified service or the fulfilment of a particular Assignment or Engagement, are supplied as estimates only. Whilst all reasonable efforts will be made to ensure their accuracy, no liability is accepted in respect thereof.
- 3.7 Without prejudice to 3.4, if, during the course of rendering services to a Client or carrying out an Assignment or Engagement, circumstances arise which make it clear that an estimate of total work time or total charges previously given by the company to the Client will prove to be an underestimate, the Company will endeavour to give the Client reasonable notice and will:
- i) specify the circumstances which pertain;
 - ii) state the additional work involved; and
 - iii) estimate the increase in the total work in time or the total charges which will result.
- 3.8 Any fees quoted by the Company are based on the rates which are current at the time the quotation is given. Fees will be charged on the basis of the rates which pertain from time to time during the carrying out of the Assignment or Engagement. Clients should therefore note the possibility that the Company's rates may vary.

4. EXPENSES AND OFFICE SERVICES FOR CONSULTANCY

- 4.1 Unless otherwise agreed, the Client shall reimburse the Company in addition to the fees charged under clause 3 in respect of all out-of-pocket expenses which may be incurred in connection with the Assignment or Engagement, including travel, subsistence and the cost of providing specialist support services.
- 4.2 When work is carried out on the Client's premises, the Client will, at the Client's expense, provide suitable office accommodation with the use of telephone and secretarial services.

5. CONFIDENTIALITY

- 5.1 Confidential information (save to the extent that the same is in the public domain or required by law to be disclosed) concerning the Client's business will not be disclosed by either the Company or persons performing services on behalf of the Company, to third parties, without the Client's prior written consent unless otherwise required by a Court of competent jurisdiction, any government or regulatory authority under law.
- 5.2 All information or advice, written or oral, of whatever nature, which is made available to the Client by the Company, is for the sole use of the Client and shall not be disclosed or made available by the Client to any third party (save to the extent that the same is in the public domain otherwise than by breach of this clause required by law to be disclosed) without prior written consent of the Company.

6. PROPRIETARY RIGHTS AND PROTECTION

6.1 Unless otherwise agreed in writing, all intellectual property rights covering (or capable of being obtained to cover) all inventions, reports and other documents and materials - whether written or machine readable - including any computer software produced or provided by the Company in the course of the Assignment or Engagement, shall be, and become vested solely in, the Company or as it may direct.

6.2 Where Domain names are registered on behalf of a Client under the scope of the Service contracted or otherwise the legal and beneficial title in the domain name shall belong to the Company until such time as any invoice rendered in respect of the services agreed to be performed has been paid in full.

7. GENERAL LIABILITIES AND EXCLUSIONS

7.1 The Company undertakes to carry out the Assignment or Engagement with reasonable care and skill.

7.2 All reports, provided by the Company to the Client are provided for the sole use of the Client. No responsibility is accepted by the Company for any reliance which may be placed upon such reports by any third party, unless prior written permission is given by the Company, authorising the provision of particular reports to specified third parties.

7.3 Nothing in this document precludes the Company, persons performing services on behalf of the Company or employees of the Company from taking such steps as are necessary in order to comply with the professional or ethical rules of the Company or of any relevant professional body of which they may be a member.

7.4 Other than liability in respect of death or personal injury from negligence the Company will accept no responsibility for any loss or damage to Clients or their property however caused. All warranties or indemnities or conditions implied by law are excluded to the fullest extent permitted by law. The maximum liability of the Company under these terms and conditions shall, save in respect of death or personal injury arising from the negligence of the Company, be limited to the fee paid to the Company under clause 3. Under no circumstances shall the Company be liable for loss of turnover, sales revenue, profits or indirect, consequential or special loss any economic or consequential loss or loss of profits.

7.5 For the avoidance of doubt no responsibility shall be accepted by the Company:-

- a) where the Company is obliged for the purpose of testing to use a third parties coding for any web application;
- b) where in the course of carrying out a server audit or penetration testing of the security of the Client's server the server fails.

The Client shall at all times take such necessary steps to ensure there is adequate and appropriate server and workstation back up.

7.6 The Company shall not be liable for delay in performing or for failure to perform it's obligations under any contract if the delay or failure results from any of the following:-

- i) Act of God;
- ii) Outbreak of hostilities, riot, civil disturbance, acts of terrorism;
- iii) The act of any government or authority (including refusal or revocation of any licence or consent);
- iv) Fire, explosion, flood, fog or bad weather;
- v) Power failure, failure of telecommunications lines, failure or breakdown of plant, machinery or vehicles;
- vi) Defaulted suppliers or subcontractors;
- vii) Theft, malicious damage, strike, lock-out or industrial action of any kind; and
- viii) any cause or circumstances whatsoever beyond the suppliers reasonable control.

7.7 Where goods are supplied to the Client this is done by the Company upon the basis as a reseller and no warranty is given as to the satisfactory quality or suitability of the purpose of those goods. The Company will endeavour to exchange faulty goods where it is able to do so.

7.8 Where the Assignment includes the registration of internet domain names on behalf of the Client responsibility for renewal of any domain name shall be the Client's alone. Where the Company registers domain names on behalf of the Client the Client acknowledges that the Company does so as the Client's agent and the Contract for such name registration is between the Client and the Naming Authority. The Client shall be bound in this regard by the terms and conditions of the Naming Authority and the Client is advised to look at these when passed on by the Company upon Completion of the registration. The Client acknowledges that it has given the Company it's unconditional authority to agree to the terms and conditions of the Naming Authority and to bind the Client accordingly.

7.9 Whilst every endeavour is made to register the Client's chosen domain name with the Naming Authority no warranty or guarantee is given or implied that registration has been successful until the Company provides the Client with written confirmation that registration of the name has been effected. The Client should not use any chosen domain name until it has received written confirmation from the Company of successful registration.

7.10 Where the Company provides the Client with a web hosting service the Client shall ensure that the content of any material whether in written, pictorial or sound form shall comply with all laws and regulations applicable thereto. The client agrees to indemnify the Company and hold the Company harmless without limit in respect of any and all claims whatsoever from third parties howsoever arising from the content or misuse of the Client's website or activity emanating from the Client's website.

7.11 The Client agrees and confirms to the Company that the content of any of its websites whether in written, pictorial or sound form shall comply with all applicable laws and shall not be offensive or immoral or such as to incite religious or racial hatred nor shall it breach the intellectual property rights of any third party.

The Company may at its sole discretion remove any site or content from the Client's website which it deems to be a breach of any applicable laws or for any other cause whatsoever.

8. CONSULTANCY STAFF

During the course of the Assignment or Engagement, and for a period of twelve months after its termination:

- i) the Company undertakes not to make offers of employment to, or to engage any employee or agent of the Client connected with the Assignment or Engagement, without the prior written consent of the Client, and
- ii) the Client shall not make offers of permanent or casual employment to - or engage any employee of the Company, whether they are involved in the Assignment or Engagement or not - without the prior written consent of the Company.

9. TERMINATION OF CONTRACT

9.1 Subject to any statutory rights and obligations

- i) the Client may at any time terminate the contract by giving the Company not less than 28 days prior written notice (upon payment of all costs and expenses incurred to date by the Company together with all reasonable losses to the Company flowing from such termination;
- ii) the Company may suspend the performance of its obligations under the contract during the currency of any circumstances, which in the opinion of the Company, materially adversely affects the performance of its obligations hereunder;
- iii) the Company may, without prejudice to any other rights, terminate the contract forthwith, by giving notice in writing to the Client, if:
 - a) the Client commits any breach of any of the terms of conditions of any contract with the Company provided that having been given written notice thereof by the Company, the Client has failed to remedy any such breach within seven days of this notification, **or**

- b) the Client compounds with, or negotiates for, any composition with its creditors, or allows any judgements against it to remain unsatisfied for seven days, **or**
- c) if, where the Client is an individual, the Client shall die or has a receiving order made against him or her or commits any act of bankruptcy, **or**
- d) if, where the Client is a company, the Client shall call any meeting of its creditors or have a receiver of any of all of its assets appointed or if an application for an administration order shall have been made in respect of the Client or on behalf of the Client, or shall enter into any liquidation.

9.2 Inducement

The Company reserves the right, at its absolute discretion, to terminate any relationship or contract in cases where an inducement has been offered/accepted and also where a matter has been declared after taking place which would make it inappropriate for the Company to continue with the relation/contract.

10. NOTICES

Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing addressed to the party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11. GENERAL

11.1 No failure or delay by either party in exercising any of its rights under these terms and conditions shall be deemed to be a waiver of that right and no waiver by either party of any breach of these terms and conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.2 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

Revision History

21 st February 2005	Initial Version
5 th January 2006	Minor format tidying and new clause 3.5
1 st August 2006	Corrected typo on revision history and amendment to clause 3.4