

## Definition of Terms

“We” includes New Leaf Web Design or any party acting on New Leaf Web Design’s implicit instructions.

“You” or “the Client” includes the person or organisation purchasing the services or any party acting on the purchaser’s instructions.

“The Work” means the subject matter of the contract between the Client and New Leaf Web Design.

“The Registrant” includes the person applying for a domain name or any party acting on the Registrant’s instructions.

“The Registry” the relevant domain names Registry.

“Server” means the computer server equipment operated by us or by any third party on our behalf in connection with the provision of the Services.

“Web Site” or “Website” means the area on the Server allocated to you for use by you as a site on the Internet and the collection of web pages and associated files which form an integrated presence.

In consideration of the mutual covenants herein, the parties agree to the following, which shall apply during the term of this agreement:

### 1. Agreement

1.1 These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

### 2. Deposit, Supply of Materials and Deadlines

2.1 The Deposit must be paid within seven days of the projected agreement being received. Failure to pay the deposit within seven days will result in the corresponding amount of time being added to the completion date on the project agreement form. You are to supply all materials and information required for New Leaf Web Design to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written copy, logos and other printed materials. Where the Client’s failure to supply such materials leads to a delay in completion of the work, we have the right to extend previously agreed deadlines for the completion of the Work. Such deadline extensions may take into account further unforeseen and/or predicted delays, and/or commitments to other projects such that the deadline extension added by New Leaf Web Design may exceed the delay caused by the Client. Where the Client’s failure to supply materials prevents progress on the Work for more than 14 days, New Leaf Web Design reserves the right to invoice the Client for any part or parts of the Work already completed.

### 3. Maintenance and Correction of Errors

3.1 New Leaf Web Design takes no responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the Website after the Work has been completed. Errors (both

technical and typographical) solely attributable to New Leaf Web Design will be corrected free of charge, but New Leaf Web Design reserves the right to charge a reasonable fee for correction of errors for which New Leaf Web Design is not responsible, including, but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided to New Leaf Web Design by the Client.

#### 4. Completion of Work

4.1 On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify New Leaf Web Design, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to New Leaf Web Design as unsatisfactory within the 7 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the balancing payment (where applicable) will become due.

#### 5. Rejected Work

5.1 If the Client rejects the Work within the 7 day review period and will not approve subsequent Work performed by New Leaf Web Design to remedy any points reported by the Client as unsatisfactory, or New Leaf Web Design considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and New Leaf Web Design can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

5.2 An invoice will be issued once the review period has been deemed to have expired by New Leaf for the full amount due. The invoice must be settled within 7 days regardless of any outstanding amendments as a rejection, to avoid any further action, legal or otherwise.

#### 6. Web Site Hosting And Email

6.1 We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server.

6.2 You shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Server.

6.3 You represent, undertake and warrant to us that you will use the Web Site allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that:

6.3.1 You will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so.

6.3.2 You will not post, link to or transmit:

(a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, blasphemous, profane or otherwise objectionable in any way.

(b) any material containing a virus or other hostile computer program.

(c) any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction

6.3.3 You will not send bulk email whether opt-in or otherwise from our network. Nor will you promote a site hosted on our network using bulk email.

6.3.4 You will not employ programs which consume excessive system resources, including but not limited to processor cycles and memory.

6.4 We reserve the right to remove any material which we deem inappropriate from your web site without notice. We do not host Warez or illegal MP3 content.

6.5 You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information.

6.6 You shall observe the procedures which we may from time to time prescribe and shall make no use of the Server which is detrimental to our other customers.

6.7 You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.

6.8 In the case of an individual User, you warrant that you are at least 16 years of age and if the User is a company, you warrant that the Services will not be used by anyone under the age of 16 years.

6.9 Any access to other networks connected to New Leaf Web Design must comply with the rules appropriate for those other networks.

6.10 While we will use every reasonable endeavour to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email.

## 7. Domain Name Registration

7.1 We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your risk.

7.2 The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; you shall ensure that you are aware of those terms and conditions and that you comply with them. You shall have no right to bring any claim against us in respect of refusal to register a domain name. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the naming authority to register your desired name.

7.3 We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.

7.4 We shall not release any domain to another provider unless full payment for that domain has been received by us.

## 8. Search Engine Listings

8.1 New Leaf Web Design will, where applicable, undertake reasonable measures to ensure that the Website is listed in Search Engine results, but this does not constitute a guarantee that the site will appear for any given position or rank for any given search term within a Search Engine's results, that a currently unlisted site will appear in the Search Engines' results, or that a currently listed Website will remain listed within the Search Engine results indefinitely. The Client accepts that it is Search Engines and not New Leaf Web Design who determine whom the Search Engines list and whom they will not. The Client further understands there is no guaranteed placement or rank on the Search Engines and that it is possible that a new website may never appear within Search Engine results at all. New Leaf Web Design does not control Search Engines' algorithms and the Client accepts that changes in Search Engine ranking and listings may occur daily, weekly or even hourly.

#### 9.1 Payment

9.1 All charges payable by you for the Services shall be in accordance with the charges and rates communicated to you by us and shall be due and payable in advance of our service provision or in a manner agreed with us. We reserve the right to change pricing at any time.

9.2 All payments must be in UK Pounds Sterling.

9.3 If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge. We reserve the right to determine the amount of this charge.

9.4 Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of Services to you.

9.5 If an account goes unpaid for at least seven days, a late payment fee may be applied. We reserve the right to determine the amount of this fee.

9.6 If an account goes unpaid for at least ten days, we reserve the right to suspend the account and its associated services.

9.7 Once an account has a suspended status, Access to files, databases and other content is explicitly denied.

9.8 A non-refundable deposit of 50% of the total fee payable under the contract is due immediately upon the signing of the contract or Order Form. The remaining 50% shall become due when the Work is completed to the reasonable satisfaction of the Client but subject to the terms of Clause 4.1 and Clause 5.1 hereof. New Leaf Web Design reserves the right not to begin the Work until the said deposit has been paid in full. Unless otherwise stated, the fee quoted in the contract does not include the cost of domain registration, hosting set up fee or hosting.

#### 10. Termination

10.1 If you fail to pay any sums due to us as they fall due, we may suspend the Services and/or terminate this Agreement forthwith without notice to you.

10.2 If you break any of these terms and conditions we may suspend the Services and/or terminate this Agreement forthwith without notice to you.

10.3 If you are a company and you go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors, we shall be entitled to suspend the Services and/or terminate this Agreement forthwith without notice to you.

10.4 No refunds will be made for Services suspended in accordance with 5.1, 5.2 and 5.3.

10.5 No refunds will be made for unused pre paid Services.

10.6 We reserve the right to suspend the Services and/or terminate this Agreement at any time.

10.7 You may cancel the Services at any time provided you notify New Leaf Web Design in writing at least 7 days before the date of cancellation.

10.8 Where payment has been made by credit or debit card, any refund will only be issued to the same credit or debit card.

10.9 On termination of this Agreement or suspension of the Services we shall be entitled immediately to block your Web Site and to remove all data located on it.

## 11. Service Availability

11.1 We shall use our reasonable endeavours to make available to you at all times the Server and the Services but we shall not, in any event, be liable for interruptions of Service or down-time of the Server.

11.2 We shall have the right to suspend the Services at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than 7 days you will be notified of the reason.

11.3 The Services provided to you hereunder and your account with us cannot be transferred or used by anyone other than you unless by prior written agreement with New Leaf Web Design.

## 12. Indemnity

12.1 You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement.

## 13. Limitation Of Liability

13.1 All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to subclause 12.1.

13.2 Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.

13.3 Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim.

13.4 In any event no claim shall be brought unless you have notified us of the claim within one year of it arising.

13.5 In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

#### 14. Headings

14.1 Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

#### 15. Revisions

15.1 New Leaf Web Design reserves the right to revise, amend, or modify these Terms and Conditions, and any of our other policies and agreements at any time and in any manner.

#### 16. Law

16.1 This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English courts.

#### 17. Notices

17.1 Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

#### 18. Crediting

18.1 We shall be entitled to include in the code of, and to display on, the Work that we design and/or develop a reference crediting New Leaf Web Design's involvement with the creation of the Work and (where appropriate) the maintenance of the Work and this may include a link to New Leaf Web Design's website.

#### 19.1 Acceptance of Terms and Conditions

19.1 By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understood, and accepted the Terms and Conditions of this Agreement, and agrees to be legally bound by these Terms and Conditions.