

Basis of the Agreement

Both parties enter this agreement in good faith and the following terms shall govern this agreement to the exclusion of any other terms and conditions. No variation to these Conditions shall be binding unless agreed in Writing by either party. All descriptions or illustrations contained in sales literature or website are given for the sole purpose of giving an approximate idea of the Services described in them and do not form part of this agreement.

Specifics

1 The description of any specification for the Services shall be those set out in the Factotum Creative Ltd t/a Web Repair Services (WRS's) application form. The Buyer shall be responsible for ensuring the accuracy of the terms of any Order and for giving WRS any necessary information relating to the Services within a sufficient time to enable WRS to perform the Contract in accordance with its terms.

2 The Buyer shall be responsible for ensuring that the Services comply with all local laws, regulations and codes in all countries where the Buyer's website is displayed. The Buyer shall ensure that any necessary licenses' or permissions to use any third party material have been obtained.

3. WRS may terminate this agreement at any time if: a) the customer's website contains any material which is illegal, pornographic, racially abusive or is likely to cause offence or to damage WRS's reputation; b) the customer commits any material breach of this agreement; c) the customer enters into liquidation whether compulsory or voluntary, has a receiver or administrator appointed, enters into any arrangement with its creditors or ceases or threatens to cease to trade.

Cost of the Services

The cost of the Service shall be the price set out in WRS's application form. WRS reserves the right, by giving notice to the Buyer at any time, to increase the price of the Services to reflect any increase in the cost to WRS which is due to any factor beyond the control of WRS or any change in delivery dates, or specifications for the Services which is requested by the Buyer, or any delay caused by any instructions, information or authorisations of the Buyer or failure of the Buyer to give WRS adequate information or instructions.

Terms of Payment

1 The Buyer shall pay WRS the Fees as laid out on the application form.

2 WRS will send the Buyer an invoice for the initial fee along with one invoice showing the agreed payment schedule. The time of payment of the price shall be of the essence of the agreement. Receipts for payment will be issued only upon request.

3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to WRS, then WRS shall be entitled to; (a) cancel the agreement or suspend any further delivery of the Services to the Buyer; and (b) charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 2% per annum above HSBC Bank plc's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

Warranties and Liability

1 The customer understands that search engines are independent companies who select and rank sites using their own criteria. Whilst the customer must follow WRS's recommendations for optimising its website for search engine listing in order to maximise its chances of increasing its search engine exposure the customer acknowledges that WRS does not and cannot guarantee that the customer's website ranking will be improved in any search engine listing. To enable WRS to optimise the customer's website the customer must provide FTP login details for the website and the customer acknowledges that WRS cannot undertake any optimisation until such FTP login details have been provided.

2 No refunds will be given where historic positions have been achieved

Exceptions

WRS shall not be liable to the customer for any loss or damage (including but not limited to loss of data, loss of profits or sales, website downtime, loss of business or staff or management time incurred) caused or arising directly or indirectly out of WRS's services provided under this agreement (except to the extent to which it is unlawful to exclude such liability under English law). b) Notwithstanding the generality of (a) above WRS expressly excludes liability for any indirect, special, consequential or incidental loss or damage which may arise in respect of the services to be provided under this agreement. c) In the event that any exclusion contained in this agreement shall be held to be invalid for any reason and WRS becomes liable for loss or damage that may lawfully be limited, such liability shall be limited to the total amount paid by the customer during the preceding Initial Period or Renewal Period, as the case may be. d) WRS does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of WRS, its employees, agents, or authorised representatives.

Cancellation

Either the customer or WRS may terminate this agreement on the last day of the period described in the Application form or at any time thereafter by giving to the other party 30 days written notice of its intention to do so. The customer cannot terminate this agreement until all payments due to WRS have been paid in full.

General

1) Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other 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 given the notice.

2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

3 If any provision of these 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 Conditions and the remainder of the provision in question shall not be affected thereby.

4 A person who is not a party to the Contract shall have no right to enforce any term of the Contract by virtue of the Contract (Rights of Third Parties) Act 1999.

5 The terms and conditions of the Contract shall be subject to and interpreted and construed in accordance with English Law, including English Conflicts of Law and the English Courts shall have the exclusive jurisdiction in any dispute which may arise save that the Company may institute and maintain proceedings in respect of this contract in any country. The Seller reserves the right to have any matter dealt with in a court residing in its geographical location. The Buyer acknowledges that matters commenced outside this geographical location shall be transferred.