

TERMS AND CONDITIONS

All clients' projects are subject to the terms and conditions below.

1. INTERPRETATION

1.1. In these Terms and Conditions, the following words shall have the following meanings:

"Plesilium" is the registered business of Plesilium Limited, and to all employees and subcontractors who may be employed by them under this agreement.

"Client" means the business or individual purchasing the Services.

"Services" means the services to be provided by Plesilium which are the subject of an order between Plesilium and the Client.

"Website" refers to both the physical files and the conceptual design that together make up a complete website. It includes the code, graphics/images, scripts and design. It also includes other internet services such as email, hosting, server-side functionality and integration (client side) services.

2. ACCEPTANCE OF ORDER

- 2.1. These Terms and Conditions are the only terms and conditions upon which Plesilium supplies services.
- 2.2. Plesilium reserve the right to update these Terms and Conditions from time to time by posting the updated Terms and Conditions to its website.
- 2.3. A signed order confirmation form accepting these Terms and Conditions is required to enable Plesilium to commence the initial order, with future invoicing terms agreed at the outset.
- 2.4. Plesilium reserves the right to refuse acceptance of an order.

3. AUTHORISATION

- 3.1. The Client is engaging Plesilium as an independent contractor. The Client hereby authorises Plesilium to act as their agent, granting access to their hosting account and authorises the Internet Service Provider to provide Plesilium with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project.
- 3.2. The Client authorises Plesilium to publicise their completed website to web search engines, as well as other web directories and indexes, if this is included in the scope of the project.
- 3.3. Plesilium reserves the right to employ third-party subcontractors to aid in the completion of this agreement, requiring the same relevant authorities.

4. INITIAL PAYMENT AND REFUND POLICY

- 4.1. If the Client halts work and applies for a refund within 14 days of the start date to Plesilium, work completed shall be billed at the prevailing hourly rate, and deducted from any initial deposit paid, the balance of which shall be returned to the Client. If, at the time of the request for a refund, work has been completed beyond the amount covered by any initial deposit, the Client shall be liable to pay for all work completed at the prevailing hourly rate. No portion of any initial payments will be refunded unless written application is made within 14 days of accepting the order confirmation.

5. PAYMENT TERMS

- 5.1. An initial deposit may be required to commence work as detailed in the quotation. Upon delivery of final design materials or proofs, and subject to completing a project sign-off form, the final balance will become due. The balance plus any agreed expenses shall be billed at project completion for immediate payment

prior to your functionality/ website/copy being made 'live'. Expenses may include, but are not limited to, licenses and photography.

- 5.2. All payments will be made in UK Sterling funds. If paying by cheque, you agree that should your bank return your cheque for any reason, you will be liable for any additional fees incurred by Plesilium plus a £30.00 admin fee. It is imperative that payments be made promptly and as detailed in these Terms and Conditions.
- 5.3. Source files will be stored temporarily for Client review on Plesilium's server or the client's ISP account and will only be uploaded to 'live' when full payment is received, or otherwise at Plesilium's discretion.
- 5.4. Plesilium reserves the right to withhold functionality/web pages/copy from viewing on the internet until final payment is made.
- 5.5. Plesilium reserves the right to vary the price of the Services by any amount attributable to:
 - i. An alteration to the Service by reason of a variation in or lack of Client's instructions;
 - ii. Any variation of the rates of taxation or costs, third party changes or fluctuation in foreign exchange rates between the date of a contract and the date of delivery of the Service or completion of the payment.
- 5.6. Payments are required as per the agreed payment terms, for all Services provided, irrespective of the publication date of media coverage.
- 5.7. If any payment is in arrears under any contract between Plesilium and the Client, or if the Client becomes insolvent, or Plesilium has reason to believe that any payment is likely to be in arrears, or that the Client is likely to become insolvent, Plesilium shall have the right, without giving notice to the Client, to suspend further delivery of the Services, and under any contract any such payment or any part thereof which remains in arrears for seven days after written demand sent by Plesilium to the Client, Plesilium shall have the right to cancel any contract without prejudice to any rights and remedies to recover any monies then due and owing by the Client.
- 5.8. Time for payment is of the essence.
- 5.9. In the case of invoices for third party services these are to be paid directly by the Client in accordance with the third party's terms and conditions.
- 5.10. Without prejudice to any other rights Plesilium may have, in the event of late payment of any sum due under these Terms and Conditions, Plesilium may charge interest to the Client under the provisions of the Late Payment of Commercial Debts (Interest) Act 1998. In addition or in the alternative (at the option of Plesilium), Plesilium may suspend the provision of the Services and/or any part of them until such time as the payment is made.
- 5.11. If Plesilium takes any legal, or other steps, for the recovery of any overdue payment, then the reasonable costs of all such steps shall be payable by the Client upon demand.
- 5.12. All travel and accommodation costs are chargeable to the Client, where relevant, with mileage being charged at the current HRMC mileage rate, and attendance fees at events will be charged at Plesilium's prevailing hourly rate unless agreed otherwise.

6. HOURLY RATE

- 6.1. Work shall be billed at Plesilium's prevailing hourly rate unless an amount was agreed upon for the project. Any additional works required but not specified will be billed at this hourly rate, unless a fixed amount is agreed in advance at the discretion of Plesilium.

7. THIRD PARTY COSTS

- 7.1. Plesilium shall clearly notify the Client where third party costs may be involved such as ISP hosting fees or bank merchant fees, and the Client agrees to pay those costs directly, unless specifically agreed in writing with Plesilium that the costs will be cross-charged to the Client. Failure to immediately pay any identified third party costs covered by Plesilium will incur an administration fee of 5% per month of each outstanding debt, and removal of any live code/copy until full payment is received.

8. COMPLETION DATE

- 8.1. Plesilium and the Client must work together to complete the project in a timely fashion. We agree to work expeditiously to complete the project no later than any estimated timeframe in the above mentioned quotation. The Client agrees to supply all requested information, materials and sign-off forms in a timely fashion, or accepts timescales may be impacted.
- 8.2. In the event of a limited time scale for the provision of the Service, Plesilium will advise the Client of a project completion date and will offer the Client the opportunity to further continue the project for a further fee.

9. CLIENT RESPONSIBILITIES AND INDEMNITIES

- 9.1. The Client acknowledges that Plesilium's ability to provide the Services is dependent upon the full and prompt co-operation of the Client (which the Client agrees to provide) as well as the accuracy and completeness of any information and data the Client provides to Plesilium. Accordingly, the Client shall in a timely manner provide Plesilium with access to, and use of, all information, data and documentation reasonably required by Plesilium for the performance by Plesilium of its obligations under these Terms and Conditions.
- 9.2. Plesilium is under duty to ensure that any materials produced under a contract are decent, honest and truthful. However, Plesilium may not be an expert in respect of the subject matter of the contract and therefore the Client is responsible for the accuracy, completeness and for all descriptive, technical, legal proprietary aspects of the Services and shall indemnify Plesilium for any liability arising for a breach of this agreement.
- 9.3. Plesilium shall not be required to use any material which in their opinion is or may be of an illegal or libelous nature or an infringement of the proprietary or other rights or any third party. Plesilium shall be indemnified by the Client in respect of any claims, costs and expenses arising out of any libelous material or any infringement of copyright, patent, design or any other proprietary or personal rights contained in any material used for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
- 9.4. The Client shall indemnify Plesilium in respect of any damage, injury, actions, suits, claims, charges or expenses for which Plesilium may become liable in respect of any breach of contract or in respect of the Services sold under any contract. In particular, it is stressed that the Client is responsible for all copy, slogans, words, methods or technologies supplied or suggested by it to Plesilium, and also such items approved by it after suggestion by Plesilium and therefore such indemnity shall extend to claims for copywriter or patent infringement, libel or other defamation.

10. WEBSITE MAINTENANCE

- 10.1. If maintenance has been agreed in the proposal, it will run for the agreed duration beginning immediately after 'go live', and will include minor changes to the website such as altering telephone numbers and email addresses, correcting spelling, changing single details, and updating individual photos/images. It will not include replacing the majority of text on any page, replacing a range of photos, creating new content, or redesigning any element of the website. These works require a new contract agreement, and will be billed at the prevailing hourly rate unless otherwise agreed.

11. PERFORMANCE LIABILITY

- 11.1. Plesilium does not warrant that the functions supplied by web pages, consultation, advice, or internet website will meet the client's requirements or that the operation of web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with the Client. In no event will Plesilium be liable to the Client or any third party for any damages, including any loss of profits, loss of savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Plesilium has been advised of the possibility of such damages.
- 11.2. The Client understands that any Internet Service Provider (ISP) services require a separate contract with the ISP of the Client's choice. The Client agrees to select an ISP which allows Plesilium full access to the website with the necessary technical and performance features as recommended by Plesilium. Plesilium will undertake to provide the best recommendation possible, without prejudice or liability. It is the Client's responsibility to ensure the hosting package meets their needs and budget.

12. COPYRIGHT TO WEB PAGES

- 12.1. Copyright to the finished assembled work of web pages produced by Plesilium is owned by Plesilium. Upon final payment of this contract, the Client is assigned absolute and unconditional rights to use as a website the design, graphics and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners.

13. PUBLICITY

- 13.1. The Client agrees to permit Plesilium to use the Client's name and completed website, images and copywriting of it in advertising and promotional material to the benefit of Plesilium. This includes the use of link tagging on the completed website such as "Website design: plesilium.co.uk" in the page footer area.

- 13.2. All media releases and public announcements by either party, including promotional or marketing material, shall be co-ordinated with the other party and approved jointly by the party prior to release.
- 13.3. Plesilium shall not be held responsible for the use of such material as referred to in 13.2, by media, once information approved by the client has been submitted to the media.
- 13.4. When reactive PR is required, the Client agrees that Plesilium can act on the Client's behalf, if required, in line with the provision of Services under these Terms and Conditions, based on information previously supplied by the Client and Plesilium's understanding of the Client's instructions.

14. COPYRIGHTS AND TRADEMARKS

- 14.1. The Client represents to Plesilium and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Plesilium for inclusion in our Services are owned by the client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Plesilium from any claim or suit arising from the use of such elements furnished by the Client.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. The ownership of, and sole right to, any intellectual property right in any materials produced by Plesilium under any contract with the Client shall be vested absolutely in Plesilium from the outset, and Plesilium shall be at liberty to effect and secure protection thereof by registration in a Registry or otherwise as it sees fit.

16. PROVISION OF PR SERVICES

- 16.1. Plesilium shall provide to the Client the Services; and perform the Services with a reasonable level of skill and care in accordance with a degree of skill, diligence, prudence and foresight which, as at the relevant time, would reasonably be expected from a skilled and experienced supplier of PR services seeking in good faith to comply with its contractual obligations.
- 16.2. Plesilium shall without the agreement of the Client be entitled to make operational changes to the Services, including the use of subcontractors, that have no material adverse effect on the Services or cost to the Client.
- 16.3. Plesilium shall not be liable for any loss caused to Client's goods whilst in Plesilium's possession unless such loss may be caused by willful recklessness of Plesilium's employees or agents in which case Plesilium shall account to the Client for any monies that it may receive under any insurance policy (Plesilium not being under any obligation to insure). Plesilium shall not be liable for samples, or products of the Client, which are sent to the Media, as part of PR activity.
- 16.4. Third party products supplied and/or sublicensed by Plesilium as part of the Services will be supplied in accordance with the relevant supplier's applicable terms. The Client agrees that it will at all times comply with the provisions of such standard terms.
- 16.5. With the supply of Public Relations services, Plesilium provides no guarantees as to the quantity or quality of coverage to be gained for the Client, and cannot be liable for any content created by the media, with reference to the Client.

17. FAIR USE POLICY

- 17.1. A web hosting package from Plesilium will provide the Client with web and email facilities. However, in order to provide a fast and reliable service to all our Clients, this feature is subject to our Fair Use Policy.
- 17.2. The Client shall at all times use the web space exclusively as a conventional web site. The Client shall not use the web space or the Services in any way which may result in an excessive load on the Equipment, including but not limited to installing or running web proxies, using the Client's allotted space as online backup or storage, or mirroring mass downloads. Use of the web space and the Services shall be in a manner consistent with this Agreement and shall not in any way impair the functioning or operation of the Equipment or network.
- 17.3. To prevent unusual use and abuse of this Service Plesilium may do one or all of the following (with or without notice):
 - i. require you to moderate your use
 - ii. remove any content that results in abnormal data volume
 - iii. suspend of your account
 - iv. restrict your access to the service (or any part of the service)
 - v. terminate your service
- 17.4. Plesilium reserves the right to monitor the network to make sure that very heavy users do not impact the majority of their Clients.

- 17.5. Each Client who has web and email space from Plesilium is solely responsible for all stored and transmitted data of the server and all actions which emanate from the server. The Client must take adequate measures which comply with the current state of technology to ensure that any misuse of the server is effectively prevented.
- 17.6. The Client agrees that if the Plesilium IP numbers assigned to your account are listed on an abuse database or blacklist, you will be in violation of this Fair Use Policy, and Plesilium may take reasonable action to protect its IP numbers, including suspension and/or termination of your service, regardless of whether the IP numbers were listed as a result of your actions.

18. ASSIGNMENT

- 18.1. Neither these Terms and Conditions nor the benefit of the Services may be assigned or transferred by the Client whether voluntarily or involuntarily or by operation of law, in whole or in part, to any party without the prior written consent of Plesilium. No such assignment by the Client howsoever occurring shall relieve the Client of its obligations hereunder.
- 18.2. Plesilium may assign all of its rights and obligations under this Agreement to a third party without prior consent of the Client, and the Client shall execute such novation agreements as Plesilium may reasonably request in order to effectively document the transfer such rights and obligations.

19. TERMINATION

- 19.1. Where a contract is for the provision of the Services over a period of time, a contract may be terminated by either party giving written notice provided always that if the Client terminates the contract he shall:
 - i. pay immediately all outstanding sums due to Plesilium;
 - ii. be responsible for all costs and expenses incurred by Plesilium in respect of any uncompleted Services.
 - iii. accept and pay invoices from Plesilium calculated at the contract rate in respect of any Services completed or partly completed;
 - iv. discharge any liability of Plesilium to third parties incurred in relation to any Services originally envisaged pursuant to the Client's initial instructions.
 - v. provide any notice required or permitted under the terms of these Terms and Conditions or required by statute, law or regulation shall (unless otherwise provided) in writing marked for the attention of Plesilium. Any notification to any other employee or officer of Plesilium shall not be effective.

20. LIMITATION OF LIABILITY

- 20.1. Plesilium shall not in any circumstances be liable to the Client in respect of any:
 - i. loss of profits; or
 - ii. loss of contracts; or
 - iii. loss of revenue or goodwill; or
 - iv. type of special, indirect or consequential loss, business interruption or loss of or damage to business information or data whether in contract, tort (including but not limited to negligence) or otherwise and whether or not suffered as a result of an action brought by a third party, even if such loss was reasonably foreseeable or the Client had been advised at any time of the possibility of the Client incurring the same.
- 20.2. For the avoidance of doubt, Plesilium shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of its obligations under these Terms and Conditions, if the delay or failure was due to any cause beyond Plesilium's control, due to any instructions given by the Client or in any delay caused by the Client.
- 20.3. Plesilium shall not be responsible in contract or in tort (including, but not limited to, negligence) or otherwise for the unauthorised access to, or alteration, theft or destruction of emails, files, programs, or information of the Client by any person (other than Plesilium) through accident or by fraudulent means or devices where Plesilium has exercised that degree of skill, diligence, prudence and foresight which, as at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced supplier of services seeking in good faith to comply with its contractual obligations in providing the Services to prevent such activities.
- 20.4. Plesilium shall have no liability if Third Party Products breach, infringe or make unauthorised use of any third party rights, save to the extent that Plesilium knew, or should reasonably have known, of such infringement or unauthorised use at the time it sub-licensed such Third Party Products to the Client.
- 20.5. Save as expressly set out herein all conditions, warranties, terms and undertakings express or implied statutory or otherwise (including, without limitation, as to fitness for purpose or satisfactory quality) in respect of the Services or any products provided pursuant to the Services are hereby excluded except to the extent to which it is unlawful to exclude such liability.

- 20.6. Nothing in these Terms and Conditions shall confer any right or remedy upon the Client to which it would not otherwise be entitled.
- 20.7. The limitations and exclusions of liability in these Terms and Conditions shall survive termination of these Terms and Conditions.

21. SEVERABILITY

- 21.1. In the event that any part of these Terms and Conditions shall be determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms and conditions of these Terms and Conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

22. FORCE MAJEURE

- 22.1. Plesilium shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract.

23. LAW AND JURISDICTION

- 23.1. The parties hereby agree that these Terms and Conditions shall be construed in accordance with English law, and hereby submit to the exclusive jurisdiction of the English courts.