

CoomberSewell Enterprises Ltd

Terms & Conditions for Business Service

Issue 1.0

Dated 01/01/2012

These terms and conditions apply to new and existing customers and are effective from the implementation date shown above.

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1. DEFINITIONS

In this Contract the following terms have the definitions shown next to them:

“CoomberSewell Enterprises Ltd” Marlowe Innovation Centre, Marlowe Way, Ramsgate, Kent, CT12 6FA

“Conditions” these terms and conditions for CoomberSewell Enterprises Ltd’s business service

“Contract” these conditions, the service charter and the price list. This contract begins on the date that CoomberSewell Enterprises Ltd accepts the customer’s request for the service

“Customer” the person with whom CoomberSewell Enterprises Ltd contracts to provide the service.

“Minimum Period” the period shown in the Service Agreement

“Premises” the place at which CoomberSewell Enterprises Ltd agrees to provide the service

“Price List” the document containing a list of CoomberSewell Enterprises Ltd charges and terms that applies to the Service

“Service” any related services listed in the price list that CoomberSewell Enterprises Ltd agrees to provide to the customer under this contract

2. PROVIDING THE SERVICE

2.1 CoomberSewell Enterprises Ltd will provide the service by the date agreed with the customer

2.2 The customer accepts that occasionally CoomberSewell Enterprises Ltd will provide instructions regarding the service. The customer must follow these instructions

2.3 CoomberSewell Enterprises Ltd may take instructions from a person who it thinks, with good reason, is acting with the customer’s permission

3. CHARGES AND DEPOSITS

3.1 The customer agrees to pay all charges for the Service as shown in the price list (or as otherwise agreed) and calculated using the details recorded by CoomberSewell Enterprises Ltd

3.2 CoomberSewell Enterprises Ltd will send its first invoice shortly after initial consultation, 50% of which must be paid before the service begins, and then at regular intervals, usually every one month. Sometimes CoomberSewell Enterprises Ltd may send the customer an invoice at a different time. Web advertising will be invoiced quarterly

3.3 CoomberSewell Enterprises Ltd will send invoices for the service to the address requested by the customer

3.4 The customer agrees to pay all charges for the service whether the service is used by the customer or someone else and upon receipt of CoomberSewell Enterprises Ltd’s invoice

3.5 In some cases the customer may need to pay a greater deposit or provide a guarantee as security for paying future charges

3.6 The customer agrees to pay fees for the administration costs of billing as laid out in sections 3.7.1 to 3.7.3

3.7.1 Requesting an invoice by post will incur a £2.50 fee for each invoice

3.7.2 All accounts must be settled in full within 14 days of the date on the invoice

3.7.3 Late payment of a Cheque or Bac’s payment will incur a 20% fee

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4. CANCELLING OR ENDING THIS CONTRACT

4.1 The customer may cancel this contract or any part of the service at any time before CoomberSewell Enterprises Ltd provides the service. In this event the customer must pay CoomberSewell Enterprises Ltd for any work done or money spent in getting ready to provide the service. CoomberSewell Enterprises Ltd will take reasonable steps to limit the amount of its costs

4.2 This Contract can be ended by:

- (a) The customer on thirty days written notice to CoomberSewell Enterprises Ltd; or
- (b) CoomberSewell Enterprises Ltd on thirty days written notice to the customer

4.3 If this contract ends during the minimum period the customer must pay CoomberSewell Enterprises Ltd the early termination charge which will be based and calculated on the remaining period of the Service Agreement term. If no notice is given within the one month period before the contract ends, the contract will automatically renew itself on a monthly basis

This is not the case if the customer does so because CoomberSewell Enterprises Ltd increases its charges, or changes the conditions in either case to the customer's significant disadvantage

4.4 If this contract ends, CoomberSewell Enterprises Ltd will refund any money owed to the Customer, after first deducting any money the customer owes to CoomberSewell Enterprises Ltd under this contract or any other agreement CoomberSewell Enterprises Ltd has with the customer

5. IF THE CUSTOMER BREAKS THIS CONTRACT

5.1 CoomberSewell Enterprises Ltd can suspend the service or end this contract (or both) at any time without notice if one of the following applies:

- (a) The customer breaches this contract or any other agreement the customer has with CoomberSewell Enterprises Ltd and fails to put right the breach within a reasonable time of being asked to do so
- (b) CoomberSewell Enterprises Ltd reasonably believes that the service is being used in a way forbidden by British and International Law. This applies even if the customer does not know that the service is being used in such a way
- (c) Bankruptcy or insolvency proceedings are brought against the customer; or if the customer does not make any payment under a judgement of a court on time, or makes an arrangement with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of its assets; or the customer goes into liquidation; or a corresponding event under Scottish law

5.2 If the customer does not pay a bill, CoomberSewell Enterprises Ltd will generally not suspend the service or end this contract until 28 days after the payment was due (21 days if the Customer pays monthly). However, sometimes CoomberSewell Enterprises Ltd may take this action after only 14 days (7 days if the Customer pays monthly)

5.3 If the service is suspended, CoomberSewell Enterprises Ltd will tell the customer what needs to be done before it can be re-instated. However, the customer must bring any outstanding payments up to date before reinstatement of service

5.4 If either party delays in acting upon a breach of this contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this contract that waiver is limited to that particular breach.

5.5 Upon suspension of services an administration fee of £20 is payable before re-establishment of services

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6. LIMITS OF LIABILITY

6.1 CoomberSewell Enterprises Ltd accepts unlimited liability for death or personal injury resulting from its negligence.

6.2 CoomberSewell Enterprises Ltd accepts liability for loss or damage to the Customer's physical property arising from its negligence, up to £1 thousand in any 12 month period.

6.3 CoomberSewell Enterprises Ltd cannot guarantee that the Service will never be faulty. However, CoomberSewell Enterprises Ltd accepts liability if it is late in providing the Service as set out in the Service Charter.

6.4 Unless CoomberSewell Enterprises Ltd is negligent, CoomberSewell Enterprises Ltd has no liability

6.5 CoomberSewell Enterprises Ltd is not liable to the Customer for any loss of business, revenue, profit or expected savings, wasted expense, financial loss or data being lost or corrupted or for any loss that could not have been reasonably foreseen.

6.6 CoomberSewell Enterprises Ltd's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £1 thousand in any 12 month period.

6.7 Each provision of this Contract that excludes or limits CoomberSewell Enterprises Ltd's liability operates separately. If any part is disallowed or is not effective, the other parts will still apply.

7. MATTERS BEYOND CoomberSewell Enterprises Ltd's REASONABLE CONTROL

7.1 Sometimes CoomberSewell Enterprises Ltd may be unable to do what it has agreed because of something beyond its reasonable control.

8. RESOLVING DISPUTES

CoomberSewell Enterprises Ltd will try to resolve any disputes with the Customer. However, if the parties cannot agree, the Customer may refer the dispute to a recognised dispute resolution service

9. CHANGES TO THIS CONTRACT

9.1 CoomberSewell Enterprises Ltd can change the Conditions (including the charges) at any time, with 30 days notice.

9.2 CoomberSewell Enterprises Ltd will forward the changed Conditions to the Customer upon request by the Customer.

10. TRANSFERRING THIS CONTRACT

10.1 The Customer cannot transfer or try to transfer this Contract, or any part of it, to anyone else.

10.2 CoomberSewell Enterprises Ltd may assign this Agreement to an associated company.

11. THIRD PARTY RIGHTS

The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

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12. NOTICES

If the parties need to write to each other they must do so as follows:-

(a) to CoomberSewell Enterprises Ltd at the address shown on the bill or any address which CoomberSewell Enterprises Ltd provides to the Customer;

(b) to the Customer at the address to which the Customer asks CoomberSewell Enterprises Ltd to send invoices, the address of the Premises or, if the Customer is a limited company, its registered office.

13. THE SERVICE CHARTER

13.1 CoomberSewell Enterprises Ltd's CHARTER

13.1.1 CoomberSewell Enterprises Ltd guarantees:

(a) to provide the Service by the date agreed with the Customer as described in paragraph 2.1;

(b) to keep any appointment CoomberSewell Enterprises Ltd makes with the Customer under this Contract.

(c) **Compensation** – the Customer may claim fixed rate compensation.

13.2 APPLICATION OF THIS CHARTER

13.2.1 This Charter applies to the Service, including generally any related services CoomberSewell Enterprises Ltd provide to the Customer. However, its application to some of the related services may vary as shown in the Price List.

13.2.2 This Charter does not apply if:

(a) someone, other than CoomberSewell Enterprises Ltd, has caused the fault.

13.3 MAKING A CLAIM

13.3.1 The Customer must make any claim within one month of CoomberSewell Enterprises Ltd putting things right. The Customer must claim in writing only, to CoomberSewell Enterprises Ltd.

13.3.2 CoomberSewell Enterprises Ltd's contact phone number and address are shown on the Customer's invoice.