

## Terms and Conditions -relevant to services for Web advertising, Domain Names, Web Hosting, Web Design.

### 1 DEFINITIONS

- 1.1 "CPL" means Corporate Presentation Limited a company registered in England No. 3525982  
1.2 "The Customer" means the person or company who contracts with CPL for the Services.

### 2 SERVICES

- 2.1 The Customer may use the Services and Internet Services to link into other Internet networks, but the provisions of this agreement apply only to those parts of the Internet Service(s) which are provided by CPL. CPL is not responsible in any way for any other part of the Service(s), including but not limited to other networks to which CPL connects. CPL may without notice and from time to time change or alter the networks to which CPL connects.  
2.2 Preliminary work carried out, whether experimentally or otherwise together with any meetings to take customers brief, at the customer's request, will be chargeable.  
2.3 Where CPL acts as a registrar for any .uk domain the customer shall be subject to these Terms and Conditions and also those of the registering authority, 'Nominet'. These are available on the Nominet website [www.nominet.uk](http://www.nominet.uk)

### 3 DELIVERY

- 3.1 CPL will use its reasonable endeavours to comply with any date or dates for delivery of the Services but unless expressly provided in writing such dates will constitute only statements of expectation and will not be binding.  
3.2 Delivery of work shall be accepted when tendered and thereupon or on notification that the work has been completed. Should the work have cause for complaint then this must be made within 7 days of receipt of invoice, otherwise the whole of the invoice price will be payable. Should expedited delivery be agreed and necessitate overtime or other additional cost, then an extra charge will be made. Should work be suspended or delayed through any default of the customer for a period of 30 days the company shall then be entitled to payment for work already carried out and services/materials specially ordered.

### 4 TERM AND TERMINATION

- 4.1 This agreement shall be effective for the period (Initial Term) specified and shall automatically be renewed thereafter. The agreement may be terminated by either party on any date after the end of the Initial Term, provided that written notice is given to the other party in a period in advance no less than 3 months prior to the end of the period.  
4.2 CPL may terminate this Agreement forthwith or withdraw or suspend the Service(s) hereunder at any time upon:  
• any breach of the Customer to pay undisputed amounts in accordance with this Agreement;  
• any breach by the Customer of any material provision of this agreement continuing for thirty (30) calendar days after receipt of notice thereof.  
• any termination shall not relieve the Customer of its obligation to pay any charges incurred hereunder prior to such termination. The Parties' right and obligations which by their nature would extend beyond the termination, cancellation or expiry of this Agreement shall survive such termination, cancellation or expiry.  
4.3 Domain name registration fees will be paid to the registering authority when domains become due for renewal automatically and the CPL fee shall become due if cancellation has not been requested in accordance with this agreement.  
4.4 No charges are made when a customer requests a transfer of a domain name to another provider or wishes to not to renew a domain name. Charges will be due if the Customer requests CPL to provide copies of databases and web based files or to migrate a website to another provider.

### 5 FAULT RESOLUTION

- 5.1 In the event that the Customer becomes aware of a defect, fault or impairment in the provision of the Service(s), and the Customer gives notification to CPL of such defect, fault or impairment, then CPL shall use its reasonable efforts to resolve the defect, fault or impairment as quickly as reasonably possible.  
5.2 If it is determined that the defect, fault or impairment is a result of: (i) the negligence, wilful acts, omissions, or faults of the Customer or its agents, or (ii) the Customer or its Agent's breach of this Agreement, or (iii) the failure or malfunction of Customer Equipment, then CPL may recover from the customer all reasonable costs incurred in investigating and/or remedying the defect, fault or impairment.  
5.3 If a Customer has an issue with a domain name specifically, upon notification to CPL it will normally be dealt within 1 working day. If a Customer believes the issue is not resolved then it can take the matter up with the appropriate registering authority and follow their dispute resolution procedure. Typically being Nominet for .uk domains or icann for most of the others.

### 6 ACCEPTABLE USE POLICY OF INTERNET SERVICES

- 6.1 The Services may not be used to send or receive any material which is offensive, abusive, indecent, obscene, or menacing; or in breach of confidence, copyright, privacy or any other rights, or to send or receive any material the sending or reception of which transgresses any laws of the United Kingdom, whether Civil or Criminal  
6.2 A Name may not be used in such way as to infringe the rights of any person, whether in statute or common law, in a corresponding trademark or name. Linking to other websites shall not be permitted if framed.  
6.3 Specifically, but without limitation, the transmission of computer viruses or pornography; forgery of addresses or other such data in IP packets; unauthorised access to the network management equipment of CPL or other Internet providers or their customers; mail bombing; mass mailing of unsolicited advertising material; and the transmission of live video or live audio or the use of IP multicast without authorisation from CPL are all unacceptable practices, which will result in suspension of services.

### 7 PAYMENT

- 7.1 CPL reserves the right to charge interest on all outstanding amounts owed to CPL and not paid in accordance with this Agreement. Until payment in full is received by CPL, interest shall be charged at a rate 2% per month on the total outstanding at the end of each month, compound interest before as well as after any judgement. Interest shall accrue notwithstanding termination of this Agreement for whatever reason. The Customer shall also pay all legal fees and other collection costs if any. Until payment in full is received by CPL, CPL reserves the right to withhold any or all parts of any or all services provided to the Customer under this Agreement until such time as payment in full is received by CPL; during such time(s) as this right is exercised, charges for services shall still accrue.  
7.2 All amounts due to CPL under this Agreement are exclusive of all applicable taxes (including, but not limited to, Value Added Tax)  
7.3 All amounts due to CPL under this Agreement shall be paid by the Customer in full (without any set-off, deductions or withholdings whatsoever) by standing order, direct debit, cheque, electronic transfer or any other method agreed by CPL.  
7.4 Unless otherwise agreed by CPL in writing, payment shall be made by Standing Order. All goods and services supplied outside the Standing Order arrangement shall become due in 14 days.  
7.5 Costs are based on the current cost of production and are subject to amendment by CPL on, or at any time, after acceptance to meet any rise in such costs. Should genuine error in the calculation be made we reserve the right to amend our price to the correct and proper charge.  
7.6 No transfer of services including any transfer of domain names or changes to the delegation of domain names will be permitted unless and until all outstanding invoices have been settled and cleared funds have been transferred to CPL. In particular the customer waives the right to any redelgation or transfer of any domain name by any third party or authority.

### 8 CUSTOMER'S PROPERTY

- 8.1 Customer's property and all property supplied to the company by or on behalf of the customer will be held, worked on and carried at customer's risk.  
8.2 General Lien. Without Prejudice to other remedies, the company shall in respect of all unpaid debts due from the customer, have a general lien on all goods and property in his or our possession (whether work on or not) and shall be entitled, on the expiration of 14 days' notice, to dispose of goods or property as he thinks fit and to apply any proceeds towards such debts.