

Hartlib Press Ltd Web Services Terms & Conditions of Sale

1. DEFINITIONS

HPL: Hartlib Press Ltd
Equipment: Any hardware or software items and other products of whatever nature supplied by HPL under these terms.
Services: The services as agreed between HPL and the Client including the following:

- 1.3.1 Website creation/installation;
- 1.3.2 Server's adequate capacity to hold website;
- 1.3.3 Storage access and security on the internet;
- 1.3.4 Back up support;
- 1.3.5 Emergency power supply;
- 1.3.6 Telecom for breakdowns.

Specification: Any specification for the Services or Equipment agreed between HPL and the Client.

2. SUPPLY OF SERVICES

HPL shall provide the Services to the Client during such times as shall be mutually agreed.

Where the Services are to be carried out at the Client's premises, the Client shall allow HPL access and adequate accommodation and facilities (including telephone and fax) to carry out the services at the Client's expense.

3. PRICING AND PAYMENT

The indicative price for the support services represents the total cost of a 24-hour response contract covering the hardware and software based on 7-day x 24-hour x 365/6-days for a period of 1 year from delivery and installation.

All Prices exclude Value Added Tax, which will be charged at the rate in effect on the date of invoice.

HPL reserves the right to increase prices due to:

- (i) Changes to the Specification or the required Services or Equipment;
- (ii) Delays due to the Client's failure to fulfil its obligations;
- (iii) The Client requesting that HPL delay work for any reason.

Any increase in price will be based on the additional skills and/or time required to fulfil the Specification/Services as amended or delayed at the hourly rate of £80.

The client is entitled to make minor amendments to the Specification during the contract without charge. If amendments to the Specification or delays resulting from (ii) and (iii) above delay the site going live by more than a month HPL may invoice for the total balance remaining under the Agreement.

All accounts must be settled within 14 days. If not interest will be charged on the balance outstanding at 1% per month calculated on a daily basis. Notwithstanding delivery and completion of installation the property in the Equipment and copyright shall remain with HPL (or the supplier as appropriate) until full payment has been received from the Client.

4. RESCHEDULING AND CANCELLATION

Either party may reschedule orders for set up, Services or Equipment on seven days written notice. The Client shall be liable for any rescheduling charges or expenses incurred by HPL. If the Client reschedules Services or Equipment less than 14 days prior to the agreed delivery date HPL may levy an additional re-scheduling charge of 10% of the price.

5. TERMINATION

If either party fails to perform or observe any of its material obligations under these terms and conditions, and such failure is not remedied within 14 days after written notice to remedy, the other party may terminate this Agreement without prejudice to any claim either party may have against the other arising prior to, or as a result of, termination.

6. INSTALLATION

Installation will be deemed to have been completed and Equipment accepted upon successful fulfilment of any installation plan agreed to by HPL.

Additional installation charges may be imposed if HPL is prevented from installing Equipment for more than 30 days after delivery. Additional charges may be incurred in respect of installation Services carried out in the Channel Islands, Isle of Man or islands or other destinations off the United Kingdom mainland or in respect of unusual facility requirements.

Once a website and/or equipment/software is installed the client is obliged to maintain payment of monthly hosting fees for a minimum of 12 months. Thereafter either party may give three months notice of termination.

7. LIMITATION OF LIABILITY

7.1 Any action against HPL must be brought within 18 months after the occurrence of the event-giving rise to such claim (the Client's statutory rights in this respect, if any, are not affected).

7.2 HPL hereby excludes its liability to the maximum extent permitted by Law in respect of any loss or damage whatsoever arising as a result of the provision of the Services and the supply of the Equipment.

In any event HPL's maximum liability to the Client for any cause claim damages whatsoever and howsoever caused will be for direct damages only and will be limited to the purchase price paid to HPL for the provision of the Services and the supply of the Equipment that is the subject of the Client's claim.

7.3 In no event will HPL be liable for any damages resulting from loss of data or use, lost profits, loss of anticipated savings or any incidental or consequential damages whatsoever.

7.4 Any reference in this clause to HPL shall include a reference to its officers, employees or subcontractors.

8. ARBITRATION

8.1 In the event of a dispute arising out of this Agreement the parties will attempt to settle it by negotiation.

8.2 If the parties are unable to settle the dispute by negotiation within 21 days of the dispute first arising the dispute shall be referred to arbitration under the rules of the Chartered Institute of Arbitrators which rules are deemed to be incorporated by reference to them in this clause.

9. GENERAL PROVISIONS

HPL is not responsible for delay or failure to perform due to causes beyond its reasonable control, including but not limited to, fire, flood, Act of God or insolvency of subcontractors or suppliers or inability to obtain products, licences or services from third party suppliers.

Neither party will assign, transfer any of its rights or obligations under these terms and conditions without the written consent of the other, PROVIDED THAT HPL can subcontract the provision of the Services.

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All documents referred to in these terms and conditions will be considered incorporated herein and are available from HPL upon request. These terms and conditions supersede any previous written or oral communications or representations by either party related to the provision of the Services/supply of Equipment.

Any Client site access requirements shall not be enforceable to either increase the obligations or liabilities or reduce the rights under these terms and conditions of HPL, its employees, or subcontractors. All HPL personnel providing Services under these terms and conditions will remain solely under the Conditions of Employment or management of HPL.

HPL shall endeavour to comply with any estimates of time and/or dates given, but such estimates are not binding and are given for information purposes only. For the avoidance of doubt, HPL shall not be liable for failure to meet any estimate. All changes the Client wishes to make to the Services and any Equipment must be agreed upon in writing between the parties, together with changes to the Specification and the price.

HPL reserves the right to charge the Client for the evaluation of a change request on a time and materials basis.

HPL may make changes to the Services and Equipment, provided that such changes do not substantially alter the functioning or performance thereof and do not affect the price. No failure by HPL to enforce any of these terms and conditions will constitute a waiver thereof or effect in any way HPL's rights to require performance of such provision at any time in the future.

10. LAW

10.1 The proper law governing this Agreement shall be English law and the forum for settling any dispute hereunder shall be as described in the arbitration clause 8.

11. CONTENT

11.1 The client shall not use HPL's posting service:

11.1.1 in breach of any laws or regulations of national, local, state, or federal governments or agencies in any country;

11.1.2 for posting material which in any way infringes the rights of any third person whatsoever (including but not limited to copyright, trade, service or other marks) and/or which is or may be defamatory or obscene;

11.1.3 In contravention of generally accepted guidelines on Internet usage and etiquette such as restrictions on mass mailings and mass advertising, pirating or copying of software and mail bombing.

11.2 The Client hereby irrevocably and unconditionally indemnifies and shall hold HPL and its officers employees and subcontractors indemnified and harmless from and against all actions, proceedings, losses, damages, liabilities, costs, claims and expenses of whatsoever nature arising out of or in connection with the Client's breach of clause 11.1 and/or its design, creation, provision or use of its website content.