

TERMS AND CONDITIONS

DEFINITIONS & INTERPRETATION

In these Terms and Conditions:

"Company" - means TAVYSOFT LTD, [Registered in England & Wales number 4894669, Registered Office: 1-2 Moorside Court, Yelverton Business Park, Yelverton, Devon PL20 7PE] it's employees, consultants or agents;

"Website" - means the TavistockOnline.co.uk Website owned and made available by the Company;

"Material" - means information including but not limited to text, photographs, and graphics supplied by the Client or created or obtained by the Company on behalf of a Client;

"Service" and "Services"- means the provision of a method of displaying the Material on the Website

"Client" - means the person, firm or organisation provided with Services by the Company;

"Amendment Notice" means any notice of variations to the Charges in respect of the Services as may be issued from time to time

"Charges" means the charges payable by the Client for the provision of the Services;

"Agreement" - means any agreement between the Company and the Client for the provision of Services, incorporating these Terms and Conditions;

"Order" means a request made by the Client to the Company for Services to be supplied subject to these Terms and Conditions;

"Intellectual Property Rights" means all or any registered or unregistered intellectual property rights in any part of the world, including but not limited to patents, design rights, copyrights, topographical rights, know-how, rights in inventions and ideas and rights to confidence together with any right to apply for any such intellectual property rights and the benefit of any applications for any such intellectual property rights;

In these conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

In these conditions, references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

Due to changes in Internet Technology and applicable law the Company reserves the right to change these Terms and Conditions at any time and without notice. All amendments to these Terms and Conditions will be published on the Website and as such you are advised to check these Terms and Conditions from time to time for such changes.

1.0 CHARGES

1.1 The Client agrees to pay the Charges on or before the fourteenth day following the date of the invoice from the Company or in accordance with the terms stated on the invoice.

1.2 In the event of any visible non-conformance of the Services, the Client shall notify the Company of the non-conformance within five working days of the date on the Company's invoice. The Company shall have no liability for any such non-conformance not notified within such period, and where no notice has been given within such period the Services shall be deemed to have been accepted by the Client. The Company shall have no liability for any Services provided for which no invoice has been issued.

1.3 The Company shall be entitled to charge such reasonable costs as it may incur in recovering any overdue balances or if payments made are then rejected by our bank.

1.4 The Company shall be entitled to vary the Charges from time to time with effect from the date specified in an Amendment Notice. The Company shall issue an Amendment Notice no later than 8 weeks prior to the date that any variation of the Charges shall come into force.

1.5 The Client shall no later than 6 weeks from the date of deemed receipt of the Amendment Notice send a counter notice to the Company accepting or rejecting the terms of the Amendment Notice. In the event that the Client specifies in the counter notice acceptance of the terms of the Amendment Notice or fails to send a counter notice within the specified period then the terms of the Amendment Notice shall apply as from and including the date specified in the Amendment Notice and this agreement for Services shall be deemed to be varied accordingly. In the event that the counter notice rejects the terms of the Amendment Notice then until such date as this Agreement has been terminated in accordance with this clause the Client will be charged the Charges as varied from and including the date in the Amendment Notice. Upon receipt of the Amendment Notice the Client has the right to terminate this Agreement with effect from the date in the Amendment Notice, such notice of termination to be received by the Company no later than 14 days before the date in the Amendment Notice.

1.6 If payment for the Services is not received in full by the due date the Company may, without incurring any liability to the Client (a) cancel any of the Clients' outstanding orders for Services; and/or (b) charge the Client interest on any overdue amount (on a daily basis) from the due date of payment to the date of actual payment (both dates inclusive) at the annual rate of 3% above the base lending rate from time to time of National Westminster Bank plc accruing on a daily basis until payment is made, whether before or after any judgement. (c) at the discretion of the Company remove the Client entry from the Website and terminate this Agreement forthwith without prejudice to the Company's right to claim for all monies owed.

1.7 No payment shall be deemed to have been received until the Company has received cleared funds. The Client shall make all payments due without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Client.

1.8 Client accounts that are not settled by 30 days after due date may be passed to a debt recovery agency and may incur an administration fee of £15.00.

2.0 CANCELLATION

2.1 The Client shall have the right to cancel an order within 14 days from receiving written acknowledgement of an order ("Confirmation of Order") from the Company either by email or post. For cancellations made within this period no charge will be made except for Services already provided.

3.0 DELIVERY

3.1 Any dates specified by the Company for delivery of the Services are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are specified in writing, delivery will be within a reasonable time.

3.2 Subject to the other provisions of these conditions the Company will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Services (even if caused by the Company's negligence), nor will any delay entitle the Client to terminate or rescind this Agreement unless such delay exceeds 180 days.

4.0 THE WEBSITE & WEBSITE CONTENT

4.1 The Website will be made available on an "as is" and "as available" basis and the Company gives no warranty of any kind in relation to the content of the site or the security of the information transmitted from the site over the internet. The Company disclaims all implied warranties, including but not limited to the implied warranties of satisfactory quality, completeness, reliability, fitness for a particular purpose, non-infringement, compatibility or accuracy regarding the Website.

4.2 The Client acknowledges and accepts that it is solely responsible, legal or otherwise and accepts any and all liability for all Material appearing on behalf of the Client on the Website. The Company gives no warranty and accepts no liability resulting from the legality, accuracy or quality of the Material presented. The Client accepts full responsibility legal or otherwise including but not limited to third parties for breach of their Intellectual Property Rights or copyright in relation to the Material presented on the Website.

4.3 The Client agrees fully to indemnify, keep indemnified and hold harmless the Company from and against any and all claims, costs, damages, losses or liability whatsoever (whether civil or criminal) and expenses sustained or incurred by the Company directly or indirectly and any claim brought against the Company by a third party including but not limited to a breach of Intellectual Property Rights or copyright in any jurisdiction in connection with the Material published on the Website on behalf of the Client.

4.4 The Client will indemnify the Company against any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the content of the Website.

4.5 The Company disclaims all liabilities in connection with but not limited to the following (a) loss of material uploaded (b) incompatibility of the Website with any of the Client's equipment, software or telecommunications links (c) technical problems including errors or interruptions of the Website (d) unsuitability, unreliability or inaccuracy of the Website.

4.6 The Client acknowledges and accepts that the Company cannot guarantee that the Website will operate fully or in part on any specific computer equipment or at all times. The Company reserves the right to suspend the Website at any time without notice for reason of modification, updates, maintenance or other technical requirements.

4.7 The Client also accepts that the Company will not vouch for those persons or organisations for which material is displayed on the Website including but not limited to the availability, quality or suitability of goods and services provided by the Client. Nor will the Company vouch for the competence, professional qualifications, legal entitlement, trade certifications or memberships of trade associations of Clients or their employees.

4.8 The Client acknowledges and agrees with the Terms and Conditions of Use of the Website, a copy of which is available on the Website

5.0 INTELLECTUAL PROPERTY RIGHTS

5.1 All copyright, patent, trade mark, design right and other intellectual and industrial property rights relating to the Website are and shall remain the property of the Company or its suppliers or Clients as the case may be.

5.2 The names and logos of third parties on the Website may be the trade marks, trade names or unregistered trademarks of those third parties and are used by the Company with the permission of such organisations.

6.0 LIABILITY

6.1 The Company shall not be liable for any: (a) indirect or consequential loss, (b) loss of profits or business, (c) loss of anticipated savings, or (d) loss of or damage to data and/or computer systems. The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of: (a) any breach of these conditions; and (b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

6.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement. Nothing in this Agreement excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation. Subject to these conditions, (a) the

Company's total liability in Agreement, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms and Conditions shall be limited to the price of the Services; and (b) the Company shall not be liable to the Client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with these Terms and Conditions

6.3 To the extent permitted by law, the Company shall not be liable to the Client save as expressly provided for in this Agreement and shall have no other obligations, duties or liabilities whatsoever in Agreement, tort or otherwise to the Client.

6.4 The Company will endeavour to provide Services to the Client based on the level of skill and knowledge available to the Company at the time of the order. The Client agrees to indemnify the Company for but not limited to all loss of revenue, business profits, costs and expenses arising for any direct indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Services provided to the Client.

6.5 Nothing in this Agreement shall prevent the Company from pursuing payment of a debt against the Client.

6.6 Where Services supplied by the Company are supplied to the Company by a third party the Client agrees to be bound by any Terms and Conditions or license agreements of that supplier and fully indemnifies the Company in every respect.

6.7 The Client accepts that they are responsible for ensuring that all Material complies fully with all legal and regulatory requirements, does not contain any information which is objectionable including but not limited to defamatory or untrue information and does not breach Intellectual Property Rights or copyright. The Company will not be responsible for any Material or any error or inaccuracy in any published Material.

7.0 TERMINATION

7.1 Either party shall have the right to terminate this Agreement without reason upon giving 28 days written notice to the other party and termination shall occur at the expiry of the notice period.

7.2 Termination or expiry of this Agreement for whatever reason shall not prejudice or affect any right of action or remedy which shall have occurred or shall accrue thereafter to either of the parties.

7.3 Should the Client not receive email confirmation of their termination within 14 days of their request date the Client is responsible for contacting the Company to ensure the termination has been received.

7.4 Notwithstanding anything else contained in these Terms and Conditions, any Agreement may be terminated by the Company forthwith by giving notice in writing to the Client of a Material breach of any term of the Agreement where (in the case of a breach capable of being remedied) the Client shall have failed, within 15 days after the receipt of a request in writing so to do, to remedy the breach.

7.5 Any Agreement may be terminated if the Client shall: (a) be in default in making payment for any of the Services supplied by the Company; or (b) give notice to its creditors or any of them that it has suspended or is about to suspend its business or payment of its accounts, or (a) be unable to pay its debts or have no reasonable prospect of being able to pay its debts; or (b) be the subject of an order or an effective resolution be passed for the winding up of the Client (other than for the purpose of a re-construction or amalgamation); or (c) have an

administrator or receiver appointed for the whole or any part of the undertaking or assets of the Client

7.6 Either party may at any time by giving notice in writing, terminate this Agreement without compensation to the other party if the other party shall become bankrupt, or if a body corporate pass a resolution or the court shall make an order that one party be wound up, otherwise than by way of amalgamation or reconstruction, or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitles the court to make a winding up order.

7.7 On termination of this Agreement for whatever reason (a) the Client shall pay immediately all Charges outstanding under this Agreement to the Company within 14 Working Days (b) all Client Material shall be removed from the Website.

7.8 On termination of this Agreement for whatever reason no refunds of cleared funds will be made by the Company. The Company offers flexible payment methods for the Client to pay the Charges and as such it is the responsibility of the Client to choose the payment method appropriate to their circumstances and/or accounting practices.

8.0 DATA PROTECTION & PRIVACY

8.1 All information, mail messages and other data stored on the Company's computer system will be treated as private and solely the property of the Client at all times and will not be duplicated, copied, reproduced or viewed publicly in any way except with express or implied permission of the Client and/or for the purpose of the Company's back up services and/or providing the Client with the Services and/or for the Company's own internal purposes such as market research.

9.0 ASSIGNMENT

The Client shall not be entitled to assign the Agreement or any part of it without the prior written consent of the Company such consent will not be unreasonably withheld. The Company may assign the Agreement or any part of it to any person, firm or company.

10.0 GENERAL

10.1 Entire agreement. The Client warrants that it has not relied on any oral representation made by the Company or upon any descriptions or illustrations contained in any catalogue or publicity Material produced, supplied or recommended by the Company which are only intended to convey a general idea of the Services mentioned therein save that this shall not exclude any liability for fraudulent misrepresentation.

10.2 Relationship. It is hereby expressly understood that the Client is not acting as an agent of the Company or that the Company is not acting as an agent of the Client.

10.3 Severability. If any provision of these Terms and Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Terms and Conditions and the remainder of such provision shall continue in full force and effect.

10.4 Delay Failure or delay by the Company in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of its rights under the Agreement.

10.5 Force Majeure. Neither party shall be liable for any failure or delay in performing any of its obligations hereunder if caused by circumstances beyond that party's reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable Materials

10.6 Notices. All notices, which are required to be given hereunder, shall be sent to the nominated address of the party in question.

10.7 Headings. The headings to the clauses and sub-clauses of these Terms and Conditions are included for convenience only and shall not affect their interpretation or construction.

10.8 Right & Remedy. Each right or remedy of the Company under these Terms and Conditions is without prejudice to any other right or remedy of the Company whether under these Terms and Conditions or not.

10.9 Waiver. Any waiver by the Company of any breach of, or any default under, any provision of these Terms and Conditions by the Client will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of these Terms and Conditions.

10.10 Third Parties. The parties to these Terms and Conditions do not intend that any term of these Terms and Conditions will be enforceable by virtue of the Agreements (Rights of Third Parties) Act 1999 by any person that is not a party to it.

11.0 COMMUNICATIONS

11.1 Any notice, invoice, or communication about these Terms and Conditions or other document which may be given by either party under this Agreement shall be deemed to have been duly given if sent by first class post, or where the parties expressly agree by electronic mail, to such person and such address as either party shall nominate for this purpose from time to time. Contact details for the Company are published on the Website.

12.0 LAW

12.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the jurisdiction of the English Courts.