

# GO TRIPOD LTD TERMS AND CONDITIONS OF TRADING

These terms and conditions apply to all dealings between you ("The Customer") and us ("GO TRIPOD LTD")

## 1. Interpretation

In these conditions, "The Contract" "Solution" "Design" "In-put" "Equipment" "Order" "Person", "Anyone" "everyone" "Specification" "Total Cash Price" "Web" The use of any gender includes the other, The singular includes the plural and vice versa. An obligation of a party not to do something includes an obligation not to permit or authorise the doing of it.

## 2. Term

Any Order of Acceptance of our quotation will be deemed to be your offer, GO TRIPOD LTD will not be bound to perform any service for the Customer until GO TRIPOD LTD has accepted the Customers order. GO TRIPOD LTD, will usually issue its acceptance in writing but it may at its discretion accept an order by commencing work on the relevant Solution. The Contract will continue until GO TRIPOD LTD has received the Total Cash Price \_ and all other sums payable by the customer \_ as cash or cleared funds, unless it is terminated in accordance with these terms and conditions.

## 3. Creating the Solution

- 3.1 If the customer provides its own design for the solution that design shall be agreed with GO TRIPOD LTD and the design and Clause 3.2 will not be relevant, but the Customer shall set out clearly the requirements and specifications of that design, including a description of what work is to be done, and dates by which each stage of the work is requested to be started and finished, In-put Materials and such other information as GO TRIPOD LTD may require.
- 3.2 Otherwise each solution shall be agreed in the following manner.
  - 3.2.1 The Customer shall provide GO TRIPOD LTD with a request for a Design, setting out the requirements and specifications of the services which it is requesting from GO TRIPOD LTD, including a description of what work is to be done, date by which each stage of work is to be started and finished, In-put Materials and such other information as GO TRIPOD LTD may require.
  - 3.2.2 GO TRIPOD LTD shall as soon as reasonably practical, provide the Customer with a draft Design and
  - 3.2.3 GO TRIPOD LTD and the customer shall discuss and agree the draft Design and when it has been agreed, they shall discuss and agree the draft Design and when it has been agreed, they shall both sign a copy of it and it shall be incorporated into the Contract.
- 3.3 Once the design has been agreed and signed in accordance with Clause 3.2 no amendment shall be made to it except in accordance with clause 4
- 3.4 If the Customer fails to choose or approve any of the draft Designs provided by GO TRIPOD LTD (unless it has rejected them on reasonable ground and notified that reason to GO TRIPOD LTD) GO TRIPOD LTD may stop work on ground breach by Customer and shall be entitled to treat the Contract as terminated and claim damages in accordance with Clause 17.1.
- 3.5 GO TRIPOD LTD's Obligations:
  - 3.5.1 GO TRIPOD LTD shall use reasonable endeavours provide the services and to deliver the solution to the Customer, in accordance in all material respects with Design
  - 3.5.2 GO TRIPOD shall use reasonable endeavours to meet any performance dates specified in Order or the Design, but any such dates shall be

estimates only and time shall not be of the essence.

- 3.6 The Customer shall:
  - 3.6.1 co-operate with GO TRIPOD LTD in all matters relating to the solution and appoint the Customer's Manager in relation to each solution, who shall have the authority contractually to bind the Customer on matters relating to that solution,
  - 3.6.2 provide for GO TRIPOD LTD, it's agents, sub contractors and employee's in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as requested by GO TRIPOD LTD
  - 3.6.3 provide, in a timely manner, such In-put Material and other Information as GO TRIPOD may request and ensure that it is accurate in all material aspects,
- 3.7 Prior to delivery of the solution (delivery includes a website going live) GO TRIPOD LTD will ask the Customer to sign off the content approved; This will be treated as the Customer's unconditional acceptance of the content.

## 4. Change Control

- 4.1 If either party wishes to change the scope or the execution of the solution, it shall submit details of the request to change to the other in writing.
- 4.2 if either party requests a change to the scope of or execution of the solution, GO TRIPOD LTD shall within a reasonable time provide a written estimate to the Customer of
  - 4.2.1 the likely time required to implement the change
  - 4.2.2 any variations to GO TRIPOD LTD charges arising from the change
  - 4.2.3 the likely effect of the change on the time for delivery, and
  - 4.2.4 any other impact of the change on the terms of the contract
- 4.3 GO TRIPOD LTD may from time to time and without notice, change the Solution in order to comply with any applicable safety or statutory requirements, provide that such changes do not materially affect the nature, scope of or the charges for the Solution.
- 4.4 If GO TRIPOD LTD requests a change to the scope of the Solution for any other reason, the Customer Shall not unreasonably withhold or delay consent to it.
- 4.5 if the new Customer wishes GO TRIPOD LTD to proceed with the changes, GO TRIPOD LTD has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges and any other relevant terms of the Contract to take account the change.
- 4.6 GO TRIPOD LTD may charge for its time spent in assessing a request for change from the customer on a time and materials basis.

## 5. Rights in the Solution

- 5.1 All rights of any nature whatsoever in parts of the Solution created by GO TRIPOD LTD will belong to GO TRIPOD LTD After the term of Contract, the Customer is free to host the Solution itself or arrange for it to be hosted by someone

# GO TRIPOD LTD TERMS AND CONDITIONS OF TRADING

These terms and conditions apply to all dealings between you ("The Customer") and us ("GO TRIPOD LTD")

	else, and GO TRIPOD LTD will not make any charges for allowing this.			any confidence, is untrue or inaccurate, or could result in any injury or illness or damage to anyone or any property.
5.2	The Solution may include a statement referring to the fact that GO TRIPOD LTD created the Solution, and a link to GO TRIPOD LTD's own website.	7.3		To the Extent such a claim does not arise out of GO TRIPOD LTD's fault, the Customer shall reimburse GO TRIPOD LTD all it's reasonable costs and expenses incurred in connection with it (including legal and administration costs and expenses) and damages and other payments awarded to anyone against GO TRIPOD LTD.
5.3	GO TRIPOD LTD reserves the right to place its name/logo within seven days of being requested to do so and insists that it is not removed without GO TRIPOD LTD's consent.			
5.4	GO TRIPOD LTD may ask for its name/logo to be removed from any solution it created. Where the Customer fails to remove the name/logo within seven days of it being requested to do so. GO TRIPOD LTD reserves the right to remove it.	<b>8.Equipment</b>		
5.5	GO TRIPOD LTD reserves the right to showcase any Solution it creates and to use the Customers names as endorsements.	8.1		GO TRIPOD LTD shall supply the Solution
5.6	GO TRIPOD LTD in consideration of the payment by the customer in accordance with Clause 10 hereby grants to the Customer a right to use the Solution for any purpose in relation to the Customer's business, The Customer is Prohibited from reselling the Solution to third parties.		8.2	If the Schedule shows that installation and setting up of the Solution is Included GO TRIPOD LTD shall install the Equipment and that the Customer's premises described in the order and set up the Equipment so that it is ready for use by the Customer.
5.7	Subject to the provisions of the Clause 5, all copyright trademark and other intellectual property rights in the Solution are reserved to GO TRIPOD LTD.	<b>9. Design for Print</b>		
<b>6. Hosting Services</b>		9.1		fee's for professional services do not include outside purchases such as, but not LTD to printing photography, colour printouts, laminating, illustrations, separations, shipping and handling or the courier service. Expenses are Itemises on each invoice.
6.1	When GO TRIPOD LTD has completed the Solution, It may host the Solution on appropriate servers so as to make it accessible to the users of the Web, if the Customer has agreed to this in the Schedule, If this has not been requested then the Solution will be handed over to the customer for them to assign hosting.	9.2		New work requested by the Customer and performed by GO TRIPOD LTD after a proposal/estimate has been approved, it is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a proposal revision memo to you and a revised additional fee must be agreed by both parties before further work proceeds.
6.2	GO TRIPOD LTD shall use reasonable endeavours to make the Solution available via the Web to people who wish to view and access it, However, as the capacity of the Internet and GO TRIPOD LTD's systems is variable, GO TRIPOD LTD is not obliged to ensure that everyone wishing to access the Solution will be available at all times.	9.3		Estimates are based on a reasonable time schedule and may be revised to take into consideration your "Priority Scheduling" requests requiring overtime and weekends., Knowledge of your deadlines is essential to provide an accurate estimate, In addition outside suppliers such as service bureaus charge 100% to 200% mark up on over time after 5 pm and weekends.
6.3	The Customer acknowledges that GO TRIPOD LTD may procure that third parties provide Hosting direct to the Customer but accepts that such third party will be a sub-contractor of GO TRIPOD LTD and that according to the fees for the sub-contracted Hosting shall continue to be paid by the customer to GO TRIPOD LTD. GO TRIPOD LTD shall not be liable to the Customer for any failure on the part of that third party to comply with its obligations under such subcontract but GO TRIPOD LTD shall use reasonable endeavours to procure that the Customer shall have the right to claim the benefit of such subcontract with such defaulting third party.	9.4		The Customer agrees to exercise due diligence in its direction to us regarding preparation materials and must be able to substantiate all claims and representations, You are responsible for all trademark, service mark, copyright and patent infringement clearances, You are also responsible for arranging, prior to publication, any necessary legal clearance of materials that we prepare
		9.5		it is the Customers responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. GO TRIPOD LTD is not Liable for errors or omissions, Your Signature or that of your authorised representative is required on all mechanicals or artwork prior to release for printing or other implementation.
<b>7. Solution Content Operation</b>		9.6		The Customer shall pay for all transmissions charges. GO LTD is not responsible for any errors, omissions or extra costs resulting from faults in the telephone, cable and satellite network or from incompatibility between sending and receiving equipment.
7.1	The Customer is responsible and legally liable for anything anyone puts on the Solution, and for any use anyone makes of it.	9.7		The Customer will accept over runs or under runs that do not exceed 10% of the quantity ordered on all jobs, GO LTD will bill for actual quantity delivered within this tolerance, If the stated at the time of quotation.
7.2	GO TRIPOD LTD may prevent access to the Solution if a third party claims that the use of the Solution, or anything on it, isTRIPOD unlawful, infringes anyone's rights, is defamatory breeches			

# GO TRIPOD LTD TERMS AND CONDITIONS OF TRADING

These terms and conditions apply to all dealings between you ("The Customer") and us ("GO TRIPOD LTD")

## 10 Charges and Payment

10.1 The Total Cash Price is due and payable when the Order is will accepted, but the Customer may pay the charges specified in the Order at the times specified there. The Advance payment is a payment on account of the services and equipment to be supplied the advance payment is only refundable at the discretion of the Directors at GO TRIPOD LTD.

10.2 The payments due are to be allocated to the charges specified in the order as follows.

- (i) payments will be allocated first to the hosting charges, where hosting has a specified in the Order, until those charges have been paid in full
- (ii) the balance (if any) and any subsequent payments will be allocated first to the design and creation of the Solution
- (iii) the balance (if any) and any subsequent payments will be allocated to the Equipment in the order in which it is listed in the Order.

10.3 if GO TRIPOD LTD is entitled to terminate the Contract as a result of a breach by the Customer, the Customer shall pay the full outstanding balance of the Total Cash Price within seven clear days of being given written notice asking it to do so.

10.4 The customer shall reimburse GO TRIPOD LTD any reasonable costs and expenses (including legal and administration costs and expenses) incurred by GO TRIPOD LTD which resulted from the Customer's breach of these conditions. Including the cost of pursuing and collecting any money owed.

10.5 While any money payable by the customer under the contract or any other agreement between the Customer and GO TRIPOD LTD is overdue. GO TRIPOD LTD may suspend the supply of any services that may prevent the Solution being accessed by anyone, GO TRIPOD LTD will not have any liability whatsoever to the customer in connection with such a suspension of the services or the solution.

10.6 The Customer shall be responsible for the payment of any value added tax (V.A.T.) or services provided under this schedule. GO TRIPOD LTD shall charge all taxes or notify the Customer of any taxes owed in connection with the Order. And the Customer shall promptly pay such taxes.

10.7 When payment is more than 30 days overdue, GO TRIPOD LTD reserves the right to charge interest (under the late payment of Commercial debts (Interest) Act of 1998) until payment has been received.

LTD

## 11 Warranties

- 11.1 GO TRIPOD LTD warrants that the services it supplies will be employed performed with reasonable care and skill
- 11.2 GO TRIPOD LTD warrants that the parts of the Solution it provides creates will not infringe any third party rights it is aware of when creating them. This does not cover any material supplied by the Customer.
- 11.3 The Solution may not be original or unique to the Customer
- 11.4 GO TRIPOD LTD is not obliged to ensure that the Solution will meet all the Customer's requirements whether or not GO TRIPOD LTD has not been made aware of them.

11.5 GO TRIPOD LTD will endeavour to ensure that the Solution be free of errors or defects, but it is not obliged to do so. GO TRIPOD LTD will not be held responsible of the errors or defects which the customer has not brought to our attention

11.6 The Customer may not reject the Solution on the basis that it failed to correspond with the description in the Schedule and which is so slight in the context of the nature of the description in the Schedule and which is so slight in the context of the nature of the Solution and its intended use that it would be unreasonable for the Customer to reject it.

11.7 GO TRIPOD LTD will use all reasonable endeavours to create the Solution in accordance with its specification.

11.8 GO TRIPOD LTD does not warrant that the Solution will meet all the Customer's requirements or that the operation of the software incorporated/used in the Solution will be uninterrupted or error free.

11.9 The Customer has 90 days from the delivery of the Solution, in the case of a website 90 days from when it goes live, to report any defects in the Solution, Where a defect is reported within this period GO TRIPOD LTD will repair the defect free of charge or at its sole discretion refund the price and incur no further liability to the Customer.

11.10 Time for Delivery

11.10.1 We will complete the Solution within the time period specified in the Order.

11.10.2 We may extend the period for completing the Solution if you have asked us to change the Nature or extent of the Content/Design and you have agreed or for any other reason beyond our control.

11.10.3 Time periods specified in the Order or otherwise are given in good faith and while we will try to keep to the original time estimates you will not have any claim against us for our delay nor will we have any claim against you for any delay that you may cause.

11.10.4 Time shall not be made of the essence by notice.

11.11 If GO TRIPOD LTD's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, GO TRIPOD LTD shall not be liable for any costs charges or losses sustained or incurred by the Customer arising directly or indirectly from such a prevention or delay.

11.12 The Customer shall not, without the prior written consent of GO TRIPOD LTD, at anytime from the date of the contract to the expiry date of six months after the completion of the Solution, solicit or entice away from GO TRIPOD LTD or or attempt to any person who is, or has been, engaged as an employee or subcontractor of GO TRIPOD LTD in the of the solution,

11.13 Any consent given by GO TRIPOD LTD in accordance with condition 11.12 shall be subject to the Customer paying GO TRIPOD LTD a sum of equivalent to 20% of the then current annual remuneration of GO TRIPOD LTD's employee or subcontractor or if higher. 20% of the annual remuneration to be paid by the Customer to that employee or sub-contractor

# GO TRIPOD LTD TERMS AND CONDITIONS OF TRADING

These terms and conditions apply to all dealings between you ("The Customer") and us ("GO TRIPOD LTD")

## 12 Restrictions on GO TRIPOD LTD's Liability

- 12.1 GO TRIPOD LTD will not be liable for any loss or of damage to the Customers business, revenue, profit, anticipated savings, goodwill or reputation.
- 12.2 GO TRIPOD LTD will not be liable for any loss or damage the Customer suffers or incurs in respect of any claim by any third party, except to the extent the Contract expressly provides
- 12.3 GO TRIPOD LTD will not be liable for any loss or indirect or consequential loss or damage the Customer suffers or incurs
- 12.4 GO TRIPOD LTD total liability to the Customer in respect of all losses and damage whatsoever for which it is liable, including any liability under any indemnity given in the Contract is LTD to the Total Cash Price.
- 12.5 These restrictions of GO TRIPOD LTD's liability apply to all the losses and damage specified for which GO TRIPOD LTD is or would otherwise be liable (whether in Contract or tort) which arise under, out of, or in connection with the Contract, the Solution or its use or operation, They apply even such loss or damage was reasonably foreseeable, or the Customer has advised GO TRIPOD LTD of the possibility or likelihood of the Customer incurring such a loss or damage. The losses and damage covered include those resulting from any breach of the Contract, and representation or misrepresentation, and negligence of GO TRIPOD LTD and negligence for which GO TRIPOD LTD is or would otherwise be liable and any act or omission of GO TRIPOD LTD or its representative. The Customer shall take out and maintain insurance against all such losses, Including any arising out of negligence.
- 12.6 GO TRIPOD LTD does not restrict any liability it has or would otherwise have for the death of or injury to any individual resulting from negligence for which GO TRIPOD LTD is or would otherwise liable for any fraud for which GO TRIPOD LTD is or would not be other liable.
- 12.7 GO TRIPOD LTD will not be liable for any loss or damage as a direct result or indirect result of any changes, through a Content Management System or otherwise, to the Solution by any person other than GO TRIPOD LTD.

## 13 Third Party intellectual Property Rights

- 13.1 This Clause applies if a third party claims that parts of the Solution created by GO TRIPOD LTD infringe its intellectual property rights.
- 13.2 GO TRIPOD LTD may at this option obtain the right for the Customer to continue using the Solution, modify the Solution, or terminate the Contract.
- 13.3 GO TRIPOD LTD will not have any further liability to the Customer in connection with the infringement

## 14 Other GO TRIPOD LTD Customers

GO TRIPOD LTD may provide any else (including the Customers competitors) with any hardware, software and services including any that are the same as those supplied to the Customer or Similar to them.

## 15 Confidentiality

GO TRIPOD LTD may refer to the Solution as an example of the work it has created and provide links to it. Apart from this, both parties shall keep confidential the terms of this agreement, and all information concerning the business or affairs of the other, which they obtain or receive from the other in connection with the Contract

## 16 Termination

- 16.1 GO TRIPOD LTD may terminate the Contract if:
  - (i) The Customer fails to pay any money within 30 days of the due date, or
  - (ii) the Customer, or anyone acting on his behalf or with his authorisation reproduces the whole or a substantial part of the Solution in any form whatsoever other than in printed form for the purpose of publicising the Solution, or
  - (iii) the Customer passes a resolution for winding up or a court makes an order to that effect, or
  - (iv) the Customer ceases to carry on the whole or a substantial part of its business; or
  - (v) the Customer becomes or is declared insolvent, or convenes a meeting of its creditors, or makes or proposes to make any arrangement or composition with them, or if a liquidator, receiver, administrative receiver, manager or similar officer is appointed over any of the assets of the customer.
- 16.2 The Customer may terminate the Contract if GO TRIPOD LTD breaches it in any material way, if the breach is one of timing or is capable of being remedied, the Customer must first notify GO TRIPOD LTD of the breach and give GO TRIPOD 30 days in which to remedy it. If GO TRIPOD LTD does so within that time the Customer may not terminate the Contract for that breach

## 17 Consequences of Termination

- 17.1 If GO TRIPOD LTD is entitled to terminate the Contract as a result of a breach by the Customer, the Customer shall pay the full outstanding balance of the Total Cash Price within Seven clear days of being given written notice asking to do so.
- 17.2 Following termination of the Contract, GO TRIPOD LTD may make the Solution inaccessible.
- 17.3 After the term of the Contract (including termination by either party). Clauses 3, 5, and 7 will cease to apply, but the remainder of its terms will continue with full effect.

## 18 Force Majeure

- 18.1 To the extent a party's failure to perform its obligations under the Contract, or its delay in doing so, is the result of a cause beyond its reasonable control, that party will not be in breach of the Contract or liable to the other in any way whatsoever.
- 18.2 If it delay lasts more than the 90 clear days, the other party may terminate the contract with immediate effect.

## 19 Notices

- 19.1 A notice given to a party pursuant to these conditions will only be valid if it's in writing and is delivered by hand or sent by post to that party at its contact point described in the Contract. A party can change its contact point giving notice
- 19.2 A notice that is sent properly addressed by pre-paid first class post is deemed to have been served at the beginning of the first working day falling three clear days after the notice is posted.

# GO TRIPOD LTD TERMS AND CONDITIONS OF TRADING

These terms and conditions apply to all dealings between you ("The Customer") and us ("GO TRIPOD LTD")

## **20 Assignment etc**

- 20.1 GO TRIPOD LTD may assign all or any part of the benefit of the Contract to anyone,. This includes the right to receive money from the Customer, and the right to claim damages for any past or future breach of the Contract
- 20.2 The Customer may not and shall not part with any benefit, right or the interest in or under the Contract, or arising out of it, This includes by way of assignment, declaring any trust, or granting any licence, The Customer shall not attempt or purport to do any of these things
- 20.3 GO TRIPOD LTD may delegate the performance of any of its obligations under the Contract to a third party

## **21 Entire Agreement**

The written terms of this document and the Order and our acknowledgement of set out the entire agreement between parties concerning anything to do with the Solution, The equipment, and any services connected with these. All rights, duties, benefits, obligations, liabilities, conditions, warranties, in nominate terms, and other terms of any nature whatsoever that would otherwise be implied by statute, common law, circumstances, course of dealings, custom, usage or otherwise are excluded, This does not restrict the parties rights in respect of any fraud.

## **22 General**

- 22.1 If a party fails to exercise or remedy, or delays doing so, it will not constitute a waiver of that or any other right or remedy. The other party shall not rely on any such failure or delay as constituting such a waiver or as preventing the exercise of any right or remedy.
- 22.2 These Conditions are subject to English Law and the courts of England and Wales will have exclusive jurisdiction in respect of any dispute concerning the Contract. Anything to do with the Solution, the Equipment, and any services connected with these.