

These terms and conditions cover all orders through Broadland Digital Ltd and Online Fusion Ltd, including but not limited to, print, signage, design, hosting, development, domain names and SEO. They should be read carefully before ordering any Services, as by ordering our Services, you agree to be bound by these terms and conditions. You must agree to these terms and conditions before placing an order. If you do not accept these terms and conditions, you will not be able to order any Services from either Broadland Digital Ltd or Online Fusion Ltd. Any orders placed shall assume acknowledgement and agreeance to points stated below.

1. Definitions

- a. 'Seller' means the party providing the goods or services under these terms and conditions.
- b. 'Buyer' means the party contracting with the Seller to acquire the good and services supplied under these terms and conditions.
- c. 'Work' means all goods (by way of intermediate or finished product) and services supplied by the Seller to the Buyer.
- d. 'Intermediates' means all products produced during the manufacturing process including non-exhaustively discs, film, plate, intellectual property.
- e. 'Preliminary Work' means all work done in the concept and preparatory stages (including non-exhaustively design, artwork, colour matching).
- f. 'Electronic File' means any text, illustration or other matter supplied or produced by either Party in digitised form on disc, via the internet, or by any other communication link
- g. 'Periodical Publications' means publications produced at (normally regular) intervals.
- h. 'Insolvency' means the Buyer is in a position where it is unable to pay its debts or has a winding up petition issued against it or has a receiver; administrator or administrative receiver appointed to it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him.

Terms & Conditions - General Overview

- a.i. Broadland Digital Ltd's Vat number is 825 8616 07, Company number is 4802472 and it has a registered office and trading address at Vulcan House, Vulcan Road North, Norwich, Norfolk NR6 6AQ.
- a.ii. Online Fusion Ltd's Vat number is 122 9244 32, Company number is 7383640 and it has a registered office and trading address at Vulcan House, Vulcan Road North, Norwich, Norfolk NR6 6AQ.
- b. By placing an order for the Services, you consent to us sending to you updates, promotions and information regarding changes to any Services and Products offered by either Company.
- c. Any security code or password we give you must not be disclosed to a third party.
- d. To place an order you must be at least 18 years old and legally capable of entering into binding contracts. If you are acting on behalf of a company or other business you acknowledge that you have the authority to place an order.
- e. Before placing your first order you have to have contacted Accounts or a Director, providing us with all the necessary, accurate information and references to carry out relevant checks. If we believe that any of the information is incorrect we may suspend or close your account and suspend services. If you think your security has been compromised in any way, you should inform us immediately.
- f. After placing an order, we will send you an invoice by email, to the email address you provided us with.
- g. You can request duplicate copies of invoices we have sent you and details of what you have purchased by contacting the Accounts department.
- h. By placing an order with us you agree to buy our services, subject to our acceptance which we reserve the right to decline. Acceptance will form the contract (for that specific order) and will be confirmed upon receipt of an invoice by email. No other services will be supplied even if these are part of an existing order, until such services have been itemised on an invoice.
- i. If we provide links on our site to other web sites, we cannot give any guarantee that any products or services purchased will be satisfactory, and we disclaim any responsibility if they are not. This does not affect your statutory rights against the third party seller and any problems should be taken up with them.
- j. By placing an order you agree to us supplying services and by doing so you will negate your right to the seven day cancellation period ordinarily allowed in the Consumer Protection (distance selling) Regulations 2(XX) If you are ordering as a business customer you will not have the same rights as a consumer under the Consumer Protection Act. This provision does not otherwise affect your statutory rights.
- k. The minimum period a contract runs for ongoing Services will be 12 months unless otherwise discussed and shown on your invoice. Upon receiving your invoice, you will be obliged to pay the charges for the entire of this period. The service will continue after the minimum period has expired unless 30 days notice of cancellation is received in writing to either Accounts or one of the Directors. Cancellations made via staff members will not be accepted. We will respond by email to confirm your cancellation. If you do not receive an acknowledgement, you must resend your cancellation prior to the renewal date or we will continue with the service we were providing you with. You will not receive any refund of the price you have paid for the Services you have cancelled.
- l. The price of any Services will be as quoted prior to ordering, but we reserve the right to vary prices at any time during the Contract without notice. If you do not agree with any price change, you can cancel your services (as procedure above), but if you do not cancel we will assume you have accepted any change. All prices exclude vat. Any changes to the original instructions may result in a revised quotation being issued
- m. No payment shall be deemed to have been received until we have received cleared funds into our account. If your chosen

method of payment is not authorised by your credit card provider or bank, you hereby authorise us to seek payment from any other credit card, debit card or direct debit registered against your account.

n. If you are not satisfied with any of our services, you should complain to us in writing through our ticket support system or by email to a Director and we will make every reasonable effort to correct the problem. If the problem has arisen as a direct result of Services beyond our control, we will not be held accountable. We will not accept responsibility for problems caused by anyone not employed within our company.

o. We cannot guarantee services will be uninterrupted or free from errors and reserve the right to modify our services (without notice) so long as it does not have an on-going, adversely effect your service.

p. You are responsible for ensuring your own accessing arrangements and that anyone accessing our Services through your Internet connection are aware of these terms and conditions and that they comply with them.

q. We will endeavour to make our servers available for ninety-nine (99) per cent of each calendar month, but we cannot guarantee access to our servers will be uninterrupted or error free.

I.P. addresses

a. You will have no entitlement to any internet protocol address ("IP address") allocated to you as part of the hosting service, during or after termination. You will not have the right to transfer any IP address and any new address you acquire will be your sole responsibility.

b. You should make back-up copies of any data or other material prior to uploading (or permit to be uploaded) onto our servers as part of your use of the Hosting Services, in case of loss of or damage to your files.

c. In the event of any loss or damage to your data we will use reasonable commercial efforts to restore the data on our server from the latest back-up we maintained in accordance with our archiving procedure. We will not be responsible for any loss, destruction, alteration or disclosure of your Material caused by you or any third party.

Hosting Service usage limitations

a. Our Hosting Service packages have a web space allowance as agreed at the time of starting the Service. You are solely responsible to check that your Material is linked into web pages, you organise your files and you do not use the service as a back-up. You will comply with our Acceptable Use Policy that is available upon request.

b. Your Hosting package will have a bandwidth allowance for each calendar month which must not be exceeded. If this happens your hosting service will be suspended until the following month unless you upgrade to a package with a higher bandwidth allowance. Any upgrades will be chargeable and will remain in-place unless a downgrade is requested.

c. You will only be allowed a maximum of 5% of our servers processing capacity unless your package includes a dedicated server.

d. The Hosting Service package you order includes the number of mailboxes specified at time of ordering. Any mailboxes that have not been accessed for 3 months may be automatically deleted from our system.

e. Any conflict between our terms of website use and these terms and conditions, will be resolved in favour of these terms and conditions.

f. We shall reserve the right to terminate or suspend any services if you are in breach of our terms and conditions.

g. If you have any problems with the Services you are receiving, you can access support through our ticket system.

h. If our Domain Registration and Renewal Service is required, we will make every effort to obtain and register the name you request. We would advise that you make yourself aware of the terms of the relevant domain name registry to avoid any possibility of refusal or suspension when obtaining the name, or in the future. You must specify at time of ordering, if you do not wish for this Service to auto-renew.

i. We reserve the right to terminate or suspend your domain registration or renewal if we believe that your choice of name is illegal and you refuse to select an alternative. That part of the contract relating to our domain registration and renewal service will commence on the date we send you an invoice for this Service.

j. You confirm and warrant that you are the owner (or have the legal authority) to use any material you supply and that the material does not infringe copyright law in any way.

k. Your domain name will need to be renewed periodically to ensure you retain your registration of it. Unless you have cancelled the Domain Registration and Renewal Service you will automatically give us the authority to renew your domain name and charge it to your registered account.

l. The Customer warrants that any material (including any domain name) and its use by us for the purpose of providing services will not infringe the copyright or other rights of any third party and the customer shall indemnify us against any loss, damages, costs, expenses or other claims arising from any such infringement.

m. The Customer indemnifies us from and against all liabilities, actions and costs (including legal fees) in respect of illegal, pornographic, libellous or any other unlawful content when using the website.

n. The company gives no warranty as to any content or information received by any person via the website and the service is provided on an 'as is' 'as available' basis.

o. Any material downloaded or otherwise obtained through the use of the services is done at the customer's own risk and any damage to hardware, software or data is the sole responsibility of the customer.

p. All intellectual property rights in the Hosting Services, software or anything stored on the server space will remain our property and you must not decompile, disassemble or reverse engineer the Hosting Services or our software.

q. We shall not be liable for the protection or content of information transferred through the Internet or via any network provider. We

cannot guarantee our services will be free from hackers or any other unauthorised third party and will not be liable for the contents of emails.

r. Except for any matter for which it would be illegal for us to exclude, the company shall not be liable to the customer by reason of any representation, or under the express terms of the contract, or under any implied warranty, condition or other term, or any duty at common law, for any loss of business, income or revenue, savings, profits or contracts, consequential loss, loss of goodwill, damage, costs, software or data, expenses or other claims. The entire liability of the company under or in connection with the contract shall not exceed the amount of the company's charges paid by the customer in respect of the services which are the subject of any such claim.

s. We can terminate any contract by giving to you notice in writing, emailed to the registered address against your account, unless you are in breach of the contract terms and conditions or your account is in arrears, in which case we will not give any notice of termination. Expiry or termination of the contract will be without prejudice to any rights or liability of either of us arising in any way under that contract. If our services are cancelled or your contract expired, any data we hold in relation to that contract will be permanently deleted from our system.

t. The monthly price for Services we supply under Contracts that continue on a month to month basis shall be charged monthly in advance. Failure to pay may result in us directly charging to a credit card, debit card or other payment method registered against your account. Such payment should be made on the same date each month as on which the Services had originally commenced ("Payment Date") unless or until you cancel the Services. We will not provide you with a refund for a cancellation that is part-way through a billing period. Where the Payment Date does not recur in a particular month (e.g., 31 January, but there is no 31 February), you should make payment on the closest preceding date to the Payment Date e.g., 28 February) for that month.

u. If you terminate your services, all data we hold relating to that order will be deleted immediately unless copies of any data are requested prior to the termination taking place. Compiling and copying any of this information to hard drive or for email will be charged.

v. Transferring of sites and databases, along with any copies will be subject to a charge

Website Maintenance & Email Support

a. Work carried out on your website will be charged at our standard hourly rate unless a prior retainer has been setup.

b. If you have a problem with emails and you ask us to investigate the problem, we will do so on the understanding that:

c. If the problem is not caused by ourselves or our server systems, then you will be charged for the entire time we have taken in investigating the problem on your behalf, regardless of the outcome of the investigation.

d. Wherever possible we will attempt to track the cause of the problem, but where the problem is caused by a third party or intermediary that you are using, it is your responsibility to resolve the issue directly with them.

e. We will only investigate email problems that relate to email accounts being hosted on our servers.

Additional Software and Hardware

a. It is your responsibility to ensure that you have the appropriate software, valid software licences and computer hardware that you might need to use or operate any of the services that we provide to you.

Deletion of your data

a. If you have purchased a Hosting Service aimed at resellers, your package will allow multiple accounts to be set up for your customers. If you disable any of these accounts, we may immediately and permanently delete those disabled accounts (and all the data hosted in relation to them) from our system.

b. We may vary our terms for special promotions.

c. Transferring of sites and databases, along with any copies will be subject to a charge

d. Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Search Engine Optimisation and Pay-Per-Click

a. The client shall at its own expense supply Broadland Digital Ltd or Online Fusion Ltd with all necessary documents or other materials, and all necessary data or other information reasonably required in order to provide the consultancy work

b. Broadland Digital Ltd and Online Fusion Ltd shall have no liability to the client for any loss, damage, costs, expenses or other claims for compensation arising from any material or instructions supplied by the client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

c. Broadland Digital Ltd and Online Fusion Ltd cannot be held responsible for the lack of inclusion or the position on internet search engines resulting from the implementation or non-implementation of any recommendations, from any increase in competition, from changes implemented by the search engines, or other external influences on the position or inclusion of the client on the internet search engine.

d. Broadland Digital Ltd and Online Fusion Ltd makes no guarantee or implied warranty or representation as to the exact

placement or increased placement or any placement on any or all of the internet search engines.

e. It is not possible to guarantee an internal search engine position for the client and the client also acknowledges that the services offered are not the sole influences on the positioning of the client on the internet search engines. Broadland Digital Ltd and Online Fusion Ltd will not be held liable for any non-inclusion, drop in position, decrease in website traffic or resulting loss of business, revenue or profits.

f. The client understands that they are paying for consultation hours and those consultation hours are paid in advance and are not refundable.

g. The client may cancel at any time by email or in writing giving 30 days notice to cancel.

Notices

h. Any notices given to us must be through our support ticket system or via email to a Director. We may give notice to you at any e-mail or postal address registered against your account with us.

Third party rights and transfer of rights and obligations

a. The Rights of Third parties Act determines that no term in the contract will be enforceable by any person that is not party to it. The contract can be transferred, disposed or assigned at any time during its term by the company, but is not transferable and cannot be disposed or assigned by the customer without the company's prior consent and is binding on you and us and on our respective successors and assigns. Transferring of sites and databases along with any copies will be subject to charge.

b. If we fail to insist upon any of your duties or fail to exercise any of our rights regarding the terms and conditions of this contract, this shall not constitute a waiver of such rights and shall not relieve you of your obligations.

c. If any of these terms and conditions is held by any court to be unenforceable in whole or in part, the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected.

d. These terms and conditions represent the entire agreement between us both in relation to the subject matter of any Contract and supersede any prior agreement, understanding, promise or arrangement between us, whether oral or in writing.

e. We have the right to revise and amend these terms and conditions from time-to-time without notice.

f. You will be subject to the terms and conditions in force at the time that you order services from us and no variation of these terms and conditions shall be valid unless it is in writing and signed on our behalf.

g. English law shall apply to the contract any dispute arising from the Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Notices

a. Any notices given to us must be through our support ticket system or by email to a Director. We may give notice to you at any e-mail or postal address registered against your account with us.

Payment

a. Estimates and quotations are based on the Seller's current costs of production and, unless otherwise agreed in writing, are subject to amendment to meet any rise or fall in such costs that have taken place by the time of delivery.

b. Estimates and quotations are given exclusive of any taxes and the Seller reserves the right to charge and the Buyer will pay any VAT or other tax payable.

c. All work carried out shall be charged. This includes all Preliminary Work whether or not the Buyer agrees to that work being taken forward to production.

d. Any additional work required of the Seller by reason of the Buyer supplying inadequate copy, incomplete or incorrect instructions or insufficient materials; or late delivery of the same shall be charged.

e. Payment shall become due before delivery of the Work. The Seller; at his absolute discretion, may ask for part or full payment in advance of starting the Work

f. If Credit Facilities have been granted, payment is in full should be made by the due date stated on the Invoice. If any item(s) remain unpaid by that due date charges may apply in accordance with s5A and/or s6 of the Late Payment Commercial Debt (Interest) Act 1998 or any subsequent enactment. In addition, all invoices will become due and payable immediately and will be treated as overdue items, with appropriate charges applied and all costs reasonably incurred in collecting the debt payable by the Buyer.

g. Unless otherwise agreed in writing, the price of the Work will be 'ex-works' and delivery shall be charged extra.

h. Should the Work be suspended or delayed by the Buyer for any reason, the Seller shall be entitled to charge for storage and for loss of or wastage of resources that cannot otherwise be used.

i. Should the suspension or delay in the above point extend beyond 30 days, the Seller shall be entitled to immediate payment for work already carried out, materials specially ordered and any other additional costs.

j. Any changes to the original instructions may result in a revised quotation being issued.

k. Our fees for the Work will be specified in our Quotation / Estimate. We reserve the right to increase our rates on notice to you if we incur any increased cost directly associated with the Work which was not anticipated in our Quotation.

Credit Facilities

a. Credit facilities granted to applicants who complete the Seller's Credit Account Application Form and who satisfy the Seller's criteria as set out from time-to-time. Where facilities are granted, the Seller reserves the right to withdraw them at any time,

without having to give their reasons and, in such a case, all outstanding invoices become due and payable immediately.

Delivery

- a. Delivery of the Work shall be accepted when tendered.
- b. Unless otherwise agreed in writing, completion and delivery times are a guide only and, whilst the Seller will make every effort to adhere to proposed timescales, time is not of the essence in any contract with the Buyer.
- c. Unless otherwise agreed in writing, (in which case an extra charge may be made) delivery will be to kerbside at the Buyer's address and the Buyer will make arrangements for off-loading and for any additional transportation to its storage facility. If the Supply is of data, it will be in its raw, un-edited format.
- d. Subject to any agreement as per 4(c) above, delivery involving difficult access and/or unreasonable distance from vehicular access shall entitle the Seller to make an extra charge to reflect its extra costs.
- e. Should expedited delivery be agreed, the Seller shall be entitled to make an extra charge to cover any overtime or any other additional costs.

Electronic Files

- a. It is the Buyer's responsibility to maintain a copy of any original Electronic File provided by the Buyer.
- b. The Seller shall not be responsible for checking the accuracy of supplied input from an electronic file.
- c. Without prejudice to clause S.2(b), if an electronic file is not suitable for outputting on equipment normally adequate for such purposes, without adjustment or other corrective action, the Seller may make a charge for any resulting additional cost incurred or may reject the file without prejudice to his rights to payment for work done/material purchased.

Other Materials

- a. Materials owned by the Buyer and supplied to the Seller for the production of any media or electronic files and the like shall remain the Buyer's exclusive property.
- b. The Seller may reject any work produced by the Seller. Additional cost incurred for materials and time may be charged.
- c. Where materials are so supplied or specified, and the Seller so advises the Buyer; and the Buyer instructs the Seller in writing to precede anyway, the Seller will use reasonable endeavours to secure the best results, but shall have no liability for the quality of the end-product(s).
- d. Quantities of materials supplied shall be adequate to cover normal spoilage. Any costs incurred as a result of shortages, including re-starting jobs, duplicating masters etc will be charged in addition to the estimated price.

Risk And Storage

- a. Buyer's property and all property supplied to the Seller by or on behalf of the Buyer shall, while it is in the possession of the Seller or in transit to or from the Buyer be deemed to be at Buyer's risk unless otherwise agreed in writing and the Buyer should insure accordingly.
- b. The Seller shall be entitled to make a reasonable charge for the storage of any Buyer's property left with the Seller before receipt of the order or after notification to the Buyer of completion of the work.

Finished Goods

- a. The risk in the Work and all goods delivered in connection with the Work shall pass to the Buyer on delivery and the Buyer should insure accordingly.
- b. On completion of the Work, the Seller will store the Buyer's materials and Work for a maximum of one month at the Buyer's expense, after which time they may be destroyed without further notice.

Materials and Equipment Supplied By The Seller

- a. Any materials owned by the Seller and used in the production of any work, together with items thereby produced, shall remain the Seller's exclusive property.
- b. Any materials required to produce any work will be destroyed immediately after the order is executed unless written arrangements are made to the contrary. In the latter event storage shall be charged.
- c. The Seller shall not be obliged to download any digital data from his equipment or supply the same to the Buyer on disc, USB or by any communication link such as email or file sharing sites

Proofs and variations

- a. The Seller shall incur no liability for any errors not corrected by the Buyer where the Buyer, especially when the Buyer has been provided with proofs. The Buyer's alterations and additional proofs necessitated thereby shall be charged extra. When artwork and design, including but not limited to style, type or layout is left to the Seller's judgement, changes there from made by the Buyer shall be charged extra.
- b. Where the Buyer specifically waives any requirement to examine proofs, the Seller is indemnified by the Buyer against any and all errors in the finished Work.
- c. Colour and electronic proofs, due to differences in equipment, paper, inks, monitors and other conditions between colour

proofing and production runs, a reasonable variation in colour between colour proofs and the completed job will be deemed acceptable unless otherwise agreed in writing.

d. With variations in quantity, every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 10 per cent for work being allowed for over's or under's. The same may be charged or deducted, unless otherwise agreed in writing.

e. We require client approval at all stages. We ask that our clients nominate a person as contact and that, that person be the only one authorised to approve all stages.

f. Client approval will be final and by giving it you will be deemed to have accepted that part of the Work. This will be our authority to purchase production materials and prepare proofs to make production contracts to reserve and make contracts to reserve and make contracts for space with media or suppliers under their terms and conditions.

Claims

a. Advice of damage, delay or loss of goods in transit or of non-delivery must be given in writing to the Seller and the carrier within three clear days of delivery (or; in the case of non-delivery, within 3 days of notification of despatch of the goods) and any claim in respect thereof must be made in writing to the Seller and the carrier within seven clear days of delivery (or; in the case of non-delivery, within 7 days of notification of despatch). All other claims must be made in writing to the Seller within 14 days of delivery. The Seller shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the Buyer proves that (i) it was not possible to comply with the requirements and (ii) the claim was made as soon as reasonably possible.

b. If the Work is defective so that the Buyer may in law reject it, said rejection must take place within 7 days of delivery of the goods, failing which the Buyer will be deemed to have accepted the Work

c. In the event of all or any claims or rejections the Seller reserves the right to inspect the Work within seven days of the claim or rejection being notified.

Retention of Title

a. The Work will remain the Seller's property until the Buyer has paid for it and discharged all other debts owing to the Seller. Retention of Title may then be transferred only if previously agreed by the Seller.

b. If the Buyer becomes subject to Insolvency and the Work has not been paid for in full, the Seller may take the goods back and, if necessary, enter the Buyer's premises to do so, or to inspect and/or label the goods so as to identify them clearly.

c. If the Buyer shall sell the goods before they have been paid for in full, they shall hold the proceeds of sale on trust for the Seller in a separate account until any sum owing to the Seller has been discharged from such proceeds.

d. Where the Buyer is in breach of these Terms or performs any act of Bankruptcy or Insolvency, the Seller reserves the right to approach the Buyer's customer and to offer the Work directly to them, notwithstanding the fact that this will involve advising the Buyer's customer that the Buyer is in breach or in default.

Insolvency & General Lien

a. If the Buyer becomes insolvent, the Seller shall have the right not to proceed further with the contract or any other work for the Buyer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Buyer; such charge to be an immediate debt due to him. Any unpaid invoices shall become immediately due for payment.

b. Without prejudice to other remedies, in respect of all unpaid debts due from the Buyer the Seller shall have a general lien on all goods and property of or provided by the Buyer in his possession (whether worked on or not) and shall be entitled on the expiration of services to dispose of such goods or property as agent for the Buyer in such manner and at such price as he thinks fit and to apply the proceeds towards such debts, and shall when accounting to the Buyer for any balance remaining be discharged from all liability in respect of such goods or property.

Liability

a. Insofar as is permitted by law where Work is defective for any reason, including negligence, the Seller's liability (if any) shall be limited to rectifying such defect where possible, or crediting its value against any invoice raised in respect of the Work should it be mutually agreed.

b. Where the Seller performs its obligations to rectify defective Work under this condition, the Seller shall not be liable for indirect loss, consequential loss or third party claims occasioned by defective Work and the Buyer shall not be entitled to any further claim in respect of the Work, nor shall the Buyer be entitled to repudiate the contract, refuse to pay for the work or cancel further deliveries.

c. Defective Work must be returned to the Seller before replacement or credits can be issued. If the subject Work is not available to the Seller, the Seller will hold that the Buyer has accepted the Work and no credits or replacement Work will be provided.

d. The Seller shall not be liable for indirect loss, consequential loss or third party claims occasioned by delay in completing the work, or for any loss to the Buyer arising from delay in transit, whether as a result of the Seller's negligence or otherwise.

e. Where the Seller offers to replace defective Work, the Buyer must accept such an offer unless he can show clear cause for refusing so to do. If the Buyer opts to have the work re-done by any third party without reference to the Seller, the Buyer automatically revokes his right to any remedy from the Seller; including but not exclusively the right to a credit in respect of Work done by the Seller.

f. Where the Work will be forwarded by or on behalf of the Buyer to a third party for further processing, the Buyer will be

deemed to have inspected and approved the Work prior to forwarding, and the Seller accepts no liability for claims arising subsequent to the third party's processing.

g. The Seller reserves the right to reject any work forwarded to him after initial processing by a third party as soon as is reasonably practicable, without processing the work any further. Should the Buyer require the Seller notwithstanding to continue, then the Seller is only obliged to do so after confirmation from the Buyer in writing.

h. Nothing in these conditions shall exclude the Seller's liability for death or personal injury as a result of its negligence.

i. We shall not be responsible for errors or omissions in the Work or any part of it after it is approved by you.

j. Whilst we can accept no liability for the compliance of the Work with advertising codes and with statutory requirements we ask that in order to satisfy these requirements the client agrees to supply us with objective factual evidence, if so required, in support of any product claims to be made. You will inform us if you consider that any claim made in any copy submitted by us for approval is incorrect or misleading, in relation to his product or service.

k. To the maximum amount permitted by law, in no event shall Broadland Digital Ltd or its suppliers be liable for any special, incidental, indirect, punitive or consequential damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any other duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the use or inability to use your website, hosting, software or any service provided by Broadland Digital Ltd or its support services, or the provision of or failure to provide support services, or otherwise under or in connection with any provision of our services, even if Broadland Digital Ltd or any supplier has been advised of the possibility of such damages.

l. It is your sole responsibility to manage all aspects of your Website's security in respect of credit card and personal details taken through your Website (including, but not limited to, security of details taken through

website forms, emails, e-commerce facilities and any person's details that may be held on the Website's server).

Illegal Matter

a. The Seller shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.

b. The Seller shall be indemnified by the Buyer in respect of any claims, costs and expenses arising out of the printing by the Seller for the Buyer of any illegal or unlawful matter including matter which is libellous or infringes copyright, patent, design or any other proprietary or personal rights. The indemnity shall include (without limitation) any amounts paid on a lawyer's advice in settlement of any claim that any matter is libellous or such an infringement.

Force Majeure

a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control ("Force Majeure Event").

b. A Force Majeure Event includes but not limited to; any act of God, event, industrial action, misuse or interference, insurrection or civil disorder; war; omission or accident beyond our reasonable control, acts or omissions of government highway or other authority, fire, lightning, explosion, flood, subsidence, loss of power or telecommunications, epidemic, severe weather or omission of persons outside the company's control.

c. The Seller shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his reasonable control including owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency, the Buyer may by written notice to the Seller, elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

Data Protection

a. The Buyer is hereby notified that the Seller may transfer personal information about the Buyer to a Credit Agency pursuant to clauses stated within these terms.

Law

a. These conditions and all other express and implied terms of the contract shall be governed and construed in accordance with the laws of England and the parties agree to submit to the jurisdiction of the courts of England and Wales.

Copyright & Indemnity

a. ©Copyright of all draft designs, artwork, graphics, photography and Intellectual Property other than final artwork produced by Broadland Digital Ltd and Online Fusion Ltd remains the property of Broadland Digital Ltd and Online Fusion Ltd, unless otherwise stated or agreed in writing. Where a member of the Broadland Digital Ltd and Online Fusion Ltd team has created illustrations or shot photography for your project, the copyright to this imagery remains with Broadland Digital Ltd you have a licence to use these images for the in-house printed material or website that we have created for you. The copyright and therefore the free use of the photography can be purchased at an agreed cost.

b. An extension of the licences as set out above can be purchased so that they can be used in other areas of your business or marketing material. The copyright to the photography, illustrations can also be purchased from Broadland Digital Ltd and Online Fusion Ltd at a mutually agreed cost. Where we have introduced a professional photographer; illustrator or copywriter to you, it is your responsibility to agree with them their costs, invoicing arrangements, copyrights and any terms and conditions that may apply.

If we make a presentation to you any information and ideas which it contains belong exclusively to us and must be treated as confidential information and may not be used or disclosed in any form without our express written permission.

c. You shall indemnify us against and in respect of any claims cost and expenses arising out of the completed Work including the alleged infringement of a third party's copyright or other intellectual property rights or in respect of any non-compliance of the completed Work with the British Code of Advertising Practice or Statutory requirements.

d. This indemnity shall extend to any additional costs incurred by us as a result of your changing your instructions after approval has been given at any stage in the Production Schedule.

Severability

a. All clauses and sub-clauses of this Agreement are severable and if any clause or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction then such enforceability shall not affect the enforceability of the remaining provisions or identifiable parts thereof in these Terms and Conditions.

Insurance

a. We will insure your items, retained in our hands during the performance of this contract.

b. You will insure your property and the Work whenever it is in transit between you and us, us and third parties, production companies etc.

Termination

a. Our contract may be terminated or suspended at any time by one of us giving the other 30 days (or such other period as we have agreed) by giving to you notice in writing, emailed to the registered address against your account, unless you are in breach of the contract terms and conditions or your account is in arrears, in which case we will not give any notice of termination. Expiry or termination of the contract will be without prejudice to any rights or liability of either of us arising in any way under that contract. If our services are cancelled or your contract expired, any data we hold in relation to that contract will be permanently deleted from our system.

b. Our contract shall terminate immediately if you cease to pay your debts in the ordinary course of business or cannot pay your debts or have a winding up petition issued against you or if you as an individual becomes bankrupt or has a bankruptcy petition issued against you.

c. On termination or suspension of our contract we shall immediately cease Work and be entitled to require payment (which may be up to the full amount of estimate or quotation given) together with all third party expenses incurred on your behalf during this contract.

d. On termination or suspension of our contract if any invoice remains unpaid we shall have the right to retain any of your goods and property which you may have left with us and Work carried out to date and we shall be entitled after 14 days from the date of termination of our agreement to dispose of those goods or property in a way and at a price we then see fit and to use the proceeds towards the amounts owed to us by you.

Confidentiality

a. We acknowledge a duty not to disclose without permission during or after our term of appointment any confidential information resulting from studies or surveys commissioned and paid for by the client. The client, in turn acknowledges our right to use as we see fit any general marketing or advertising intelligence in the field of the product or service which we have gained in the course of our appointment.

Law

a. Our contract shall be governed by English Law.