

## AGREED TERMS AND CONDITIONS

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Acceptance: the acceptance or deemed acceptance of the Site by the Customer pursuant to clause 4.

Acceptance Tests: the tests to be carried out on the Site as set out in clause 4.

AUP: The Acceptable Use Policy of UK Fast any other supplier appointed by the Supplier, substitution for, or as well as UKFast. A copy which may be found on the Supplier's website.  
Business Day: any day (other than a Saturday Sunday) when banks are generally open for normal business in London.  
Change Control Procedures: the procedures set out in Schedule 5.

Charges: the charges in respect of the Services set out in clause 7 and SCHEDULE 2 and Schedule 6 together with any charges arising from the Change Control Procedures.

Confidential Information: has the meaning given in clause 16.1.  
Deliverables: the materials produced on behalf of , or provided to the Customer by the Supplier in connection with the Services.

Effective Date: The date upon which the Initial Payment is made by the Customer in cleared funds

Error: a material failure of the Deliverables to conform with the Specification.

Force Majeure Event: has the meaning given in clause 14.1.

Intellectual Property Rights: all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, service marks, trade secrets, design rights, source codes, database rights and site software and all rights in the nature of unfair competition rights or rights to sue for passing off.

Materials: the content provided to the Supplier by the Customer from time to time for incorporation in the Site.

Non-Supplier Defects: those defects described in clause 4.4.

Phase: in relation to the Project Plan, one of the key phases of work identified in the Project Plan. Project: the provision by the Supplier of the Services as set out in this agreement.

Project Plan: the timetable within which the Supplier will implement the Project as set out in Schedule 1.

Server: a computer server administered by the Supplier

Services: design and development services to be provided pursuant to this agreement as set out in SCHEDULE 3.

Specification: The specification for the Site annexed to this Agreement.

Site: the website at [URL] to be hosted by the Supplier pursuant to this agreement.

Third Party Products: those third party products set out in SCHEDULE 3

Visitor: a visitor to the Site.

1.2 Clause and schedule headings do not affect the interpretation of this agreement.

1.3 References to clauses and schedules are (unless otherwise provided) references to the clauses and schedules of this agreement.

1.4 In the event and to the extent only of any conflict between the clauses and the schedules, the clauses shall prevail.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 References to including and include(s) mean respectively including without limitation and include(s) without limitation.

1.8 References to content include any kind of text, information, image, or audio or video material which can be incorporated in a website for access by a Visitor to that website.

1.9 Writing or written includes email.

### 2. SCOPE OF THE PROJECT

The Supplier shall provide the following Services:

- (a) The design, development and delivery of the Site in the Phases in accordance with the Project Plan; and
- (b) If selected by the Customer the hosting and related services provided pursuant to this Agreement and described in Schedule 6

### 3. CUSTOMER RESPONSIBILITIES

3.1 The Customer acknowledges that the Supplier's ability to provide the Services is dependent upon the full and timely cooperation of the Customer (which the Customer agrees to provide), as well as the accuracy and completeness of the Specification and any information and data the Customer provides to the Supplier either directly or through a Design Agency appointed by the Customer. Accordingly, the Customer shall:

(a) provide the Supplier with access to, and use of, all information, data and documentation reasonably required by the Supplier for the performance by the Supplier of its obligations under this agreement; and

(b) instruct and manage the Design Agency if appointed

3.2 The Customer shall be responsible for the accuracy and completeness of the Materials on the Site in accordance with clause 11.

### 4. DEVELOPMENT & ACCEPTANCE OF SITE

4.1 Once the Supplier has completed the design and development of the Site in accordance with last Phase of the Project Plan, the Supplier shall run the Acceptance Tests.

4.2 The Acceptance Tests shall test compliance of the Site with the Specification. The form and detail of such tests is set out in Schedule 4.

4.3 Acceptance of the Site shall occur when the Site has passed the Acceptance Tests. The Supplier shall notify the customer when the tests have been passed and provide the results of the Acceptance Tests to the Customer in writing.

4.4 If any failure to pass the Acceptance Tests results from a defect which is caused by an act or omission of the Customer, which defects shall include (without prejudice to the generality of the foregoing) defects caused by the incompatibility of the Customer's servers or case management systems or by one of the Customer's sub-contractors or agents for whom the Supplier has no responsibility (Non-Supplier Defect), the Site shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Supplier Defect. The Supplier shall provide assistance reasonably requested by the Customer in remedying any Non-Supplier Defect by supplying additional services or products. The Customer shall pay the Supplier in full for all such additional services and products at the Supplier's then current fees and prices.

4.5 Acceptance of the Site shall be deemed to have taken place upon the occurrence of any of the following events:

- (a) the Customer uses any part of the Site for any revenue-earning purposes, including marketing, and presentations where the site is shown in its completed form or to provide any services to third parties other than for test purposes; or
- (b) the Customer unreasonably delays the start of the relevant Acceptance Tests or any retests for a period of seven working days from the date on which the Supplier is ready to commence running such Acceptance Tests or retests.

### 5. THIRD PARTY PRODUCTS

All third party products, software and hardware shall be supplied subject to the Customer's acceptance of the relevant supplier's terms, conditions and licences. The Supplier aims wherever possible to pass on the benefit of any or all representations and warranties it receives from the respective third party suppliers but is under no obligation to do so given that such matters lie outside the Supplier's control. To the extent that third party products are supplied by the Supplier, the Customer may procure support services in accordance with the terms of support offered to the Supplier, but the Supplier's offer to provide these support services is contingent upon the Supplier's ability to obtain such support services from the relevant supplier as a result of which the Supplier does not and

cannot warrant that such third party support is or will be supported by the supplier because such matters lie outside the control of the company

### 6. PROJECT MANAGEMENT

6.1 Each party shall appoint a project manager. The respective project managers shall:

(a) provide professional and prompt liaison with the other party; and

(b) have the necessary expertise and authority to commit the relevant party.

6.2 The project managers shall use their best endeavours to meet or communicate by telephone at least once every week until Acceptance. The Customer shall provide minutes of these meetings to the Supplier.

### 7. CHARGES AND PAYMENT

7.1 The Supplier shall issue VAT invoice in respect of the Charges, and save for the initial payment which shall be paid upon the signing of this Agreement, the Customer shall pay to the Supplier the Charges set out in such Supplier's invoice together with any additional Charges payable pursuant to Schedule 4 immediately upon receipt of such invoice.

7.2 All Charges are exclusive of VAT.

7.3 If the Customer fails to pay any amount payable by it under this agreement, the Supplier shall be entitled, but not obliged, to charge the Customer interest on the overdue amount. Such interest shall be payable by the Customer forthwith on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 5% per annum above the base rate for the time being of Barclays Bank PLC. Such interest shall accrue on a daily basis and be compounded quarterly. The Supplier reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7.4 If the Supplier incurs costs and expenses not anticipated by the Supplier at the inception of the Agreement as a result of :-

7.4.1 Changes to the Specification by the Customer.

7.4.2 Instructions from the Customer acted upon by the Supplier which are later countermanded or changed by the Customer for any reason. Then the Supplier may raise additional invoices for payment by the Customer in their sole discretion at the Supplier's standard time and materials rate to compensate the Supplier for such changes.

### 8. WARRANTIES

8.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this agreement.

8.2 The Supplier shall perform the Services with reasonable care and skill

8.3 This agreement sets out the full extent of the Supplier's obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into this agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

### 9. LIMITATION OF REMEDIES AND LIABILITY

9.1 Nothing in this agreement shall operate to exclude or limit the Supplier's liability for:

(a) death or personal injury caused by its negligence; or

(b) fraud; or

(c) any other liability which cannot be excluded or limited under applicable law.

9.2 The Supplier shall not be liable to the Customer for any damage to software, damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage and costs and damages of any description in each case howsoever arising and whether such loss or damage was foreseeable or in the contemplation of the Supplier or the possibility thereof had been brought to the attention of the Supplier.

9.3 Subject to clause 9.1, the Supplier's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this agreement or any collateral

contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the lesser of 50% of the total Charges payable by the Customer to the Supplier under this agreement in that calendar year or £5000

#### 10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in the Site arising in connection with this agreement shall be the property of the Supplier, and the Supplier hereby grants the Customer a non-exclusive licence of such Intellectual Property Rights for the purpose of operating the Site.  
10.2 The Customer shall indemnify the Supplier against all damages, losses and expenses arising as a result of any action or claim that the Materials infringe the Intellectual Property Rights of a third party.  
10.3. When the final payment has been made the ownership of the website will transfer to the Customer.

#### 11. SITE CONTENT

11.1 The Supplier shall update the Site with Materials provided from time to time by the Customer. The Customer shall ensure that the Materials do not infringe any applicable laws, regulations or third party rights (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (Inappropriate Content)  
11.2 The Supplier shall include only Materials on the Site. The Customer acknowledges that the Supplier has no control over any content placed on the Site by Visitors and does not purport to monitor the content of the Site. The Supplier reserves the right to remove content from the Site where it reasonably suspects such content is Inappropriate Content. The Supplier shall notify the Customer promptly if it becomes aware of any allegation that any content on the Site may be Inappropriate Content.  
11.3 The Customer shall indemnify the Supplier against all damages, losses and expenses arising as a result of any action or claim that the Materials constitute Inappropriate Content.  
11.4 The Supplier may include the statement "Designed by RVS MEDIA" on the home page of the Site.

#### 12. TERM AND TERMINATION

12.1 This agreement shall commence on the Effective Date and shall (subject to earlier termination pursuant to this clause 12) terminate automatically (subject to clause 12.5) on Acceptance of the Site and payment of all outstanding sums  
12.2 Where the Customer has elected to contract for the Web Hosting Services as set out in Schedule 6 (subject to earlier termination pursuant to this Clause 12) either party may terminate the Web Hosting Services upon 3 months' notice  
12.3 Either party may terminate this agreement immediately at any time by written notice to the other party if:  
(a) that other party commits any material breach of its obligations under this agreement which (if remediable) is not remedied within 60 days after the service of written notice specifying the breach and requiring it to be remedied which period shall be 30 days in respect of the failure of the Customer to pay any Charges or other payment due under this Agreement; or (b) that other party:  
(i) ceases to trade (either in whole, or as to any part or division involved in the performance of this agreement); or  
(ii) becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party; or  
(iii) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of the business or assets of that party, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court; or  
(iv) the ability of that party's creditors to take any action to enforce their debts is suspended, restricted or prevented or some or all of that party's creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or  
(v) any process is instituted which could lead to that party being dissolved and its assets being distributed to its creditors,

shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).

12.4 On termination of this agreement by the Supplier pursuant to clause 12.3 and 12.7, all licences granted by the Supplier under this agreement shall terminate immediately.

12.5 On expiry or termination of this agreement otherwise than on termination by the Supplier pursuant to clause 12.3 and 12.7, the Supplier shall promptly return all Materials to the Customer.

12.6 On expiry or termination of this agreement, all provisions of this agreement shall cease to have effect, except where the Customer has elected to contract for Website Hosting Services pursuant to Schedule 6 and any other provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

12.7 It is agreed and acknowledged by the Customer that failure by the Customer to supply to the Supplier the materials necessary to complete the Suppliers obligations in this Agreement within 30 days of receiving a notice from the Supplier that they are unable to continue with the website design and development until such materials are provided, shall constitute a material breach of the agreement entitling the Supplier to terminate this agreement forthwith.

12.8 The Services may be suspended by the Supplier 5 days after a notification of suspension has been issued by e-mail or facsimile (or forthwith in cases of emergency) and without prejudice to the Supplier's rights of termination under this Clause 12 in the event of the Customer:-

- (a) Failing to make payment to the Supplier on the due date for payment.
  - (b) Doing or allowing anything to be done which contravenes the AUP
  - (c) Exceeding the designated number of concurrent connections allotted to the Customer by the Supplier. without the consent of the Supplier to the extent that the Supplier's arrangement with UKFast ( or any other web hosting supplier engaged by the Supplier in succession to or in addition to UKFast) is terminated or restricted or UKFast or its successor takes any action which is or may become prejudicial to the Supplier or its other customers.
- 12.9 Suspension shall not affect the liability of the Customer to pay charges or any other amount due to the Company

#### 13. CHANGE CONTROL

Any request to change the scope of the Services shall be processed in accordance with the Change Control Procedure.

#### 14. FORCE MAJEURE

14.1 The definition in this clause applies in this agreement.  
Force Majeure Event: any event arising which is beyond the reasonable control of the affected party (including but without limitation) any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot war or termination of a Third Party Licence).  
14.2 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this agreement shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue. The affected party shall take reasonable steps to mitigate the effect of the Force Majeure Event. 14.3 Neither party shall be liable for any breach of this agreement directly or indirectly caused by an event of Force Majeure and which prevent that party from performing an obligation to the other, provided that lack of funds shall not be regarded as a circumstance beyond that party's reasonable control.

#### 15. CONFIDENTIALITY

15.1 The definition in this clause applies in this agreement.  
Confidential Information: all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is:  
(a) identified as confidential at the time of disclosure; or

(b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.  
15.2 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.  
15.3 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.  
15.4 The obligations set out in this clause 16 shall not apply to Confidential Information which the receiving party can demonstrate:  
(a) is or has become publicly known other than through breach of this clause 16; or  
(b) was in possession of the receiving party prior to disclosure by the other party; or  
(c) was received by the receiving party from an independent third party who has full right of disclosure; or  
(d) was independently developed by the receiving party; or  
(e) was required to be disclosed by a governmental authority, stock exchange or regulatory body, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement. 15.5 The obligations of confidentiality in this clause 16 shall not be affected by the expiry or termination of this agreement.

#### 16. NOTICES

16.1 A notice given under this agreement:  
(a) shall be in writing in the English language (or be accompanied by a properly prepared translation into English);  
(b) shall be sent for the attention of the person, and to the address, or e-mail address given in this Agreement (or such other person, address, or e-mail address as the receiving party may have notified to the other, such notice to take effect five days from the notice being received); and  
(c) shall be:  
(i) delivered personally; or  
(ii) sent e-mail; or  
(iii) sent by pre-paid first-class post, recorded delivery or registered post; or  
(iv) (if the notice is to be served or posted outside the country from which it is sent) sent by registered airmail.  
16.2 A notice is deemed to have been received: (a) if delivered personally, at the time of delivery; or  
(b) in the case of e-mail, at the time of transmission, provided a confirmatory copy is sent by first-class pre-paid post or by personal delivery before the end of the next Business Day; or  
(c) in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting; or  
(d) in the case of registered airmail, five days from the date of posting; or  
(e) if deemed receipt under the previous paragraphs of this clause 16.3 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of receipt.  
16.3 To prove service, it is sufficient to prove that the notice was transmitted by e-mail to the e-mail address of the relevant party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

#### 17. PUBLICITY

All media releases, public announcements and public disclosures by either party relating to this agreement or its subject matter, including promotional or marketing material, shall be coordinated with the other party and approved jointly by the parties prior to release.

#### 18. ASSIGNMENT

The Customer may not assign or transfer any of its rights or obligations under this agreement without the prior written consent of the Supplier.

## 19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes and replaces any and all prior agreements, understandings or arrangements between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement.

## 20. NON-SOLICITATION

The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of six months from, the end of the term of this agreement or during or from the end or cessation of any other arrangement or contract to supply goods or services made between the parties (whether that arrangement or agreement be oral or in writing), solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any employee of the other party who has worked on the Services provided under this agreement or any other arrangement or agreement or contract to supply goods or services made between the parties at any time whether before, during or after the term of this agreement. It is expressly agreed that the obligations under this clause 21 shall not be affected by the expiry or termination of this agreement

## 21. VARIATION AND WAIVER

A variation of this agreement shall be in writing and signed by or on behalf of both parties to this agreement.

21.1 A waiver of any right under this agreement is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

21.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

## 22. SEVERANCE

22.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

22.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## 23. GOVERNING LAW AND JURISDICTION

23.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.

23.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

24. This agreement has been entered into on the date stated at the beginning of it.

## SCHEDULE 3 – SERVICES

1. The Customer shall take exclusive responsibility to ensure that any Specification agreed contains full details of, and

adequately reflects, the Customer's business and/or functional requirements in relation to the Site.

2. The Supplier shall design and develop the Site in accordance with the Specification which Specification shall be agreed between the Customer and the Supplier as soon as possible following the signing of this Agreement and annexed hereto.

## SCHEDULE 4 – ACCEPTANCE TESTS

1) Before delivering the Deliverables to the Customer, the Supplier shall test the Deliverables and satisfy itself that the Deliverables function correctly and materially in accordance with the Specification.

2) The Supplier may charge at its standard time and materials rate in relation to the installation of the Deliverables if the Error:

i) Is not reproducible or due to the Customer's misinterpretation of the Specification: or

ii) Is caused by any amendment or modification to the Deliverables by the Customer or any third party on the Customer's behalf: or

iii) Is caused by the act or omission of the Customer.

## SCHEDULE 5 – CHANGE CONTROL PROCEDURE

1. The Supplier and the Customer shall discuss any change to this agreement (Change) proposed by the other and such discussion shall result in either:

(a) a written request for a Change by the Customer; or

(b) a written recommendation for a Change by the Supplier, or, if neither the Customer nor the Supplier wishes to submit a request or recommendation, the proposal for the Change will not proceed.

2. Where a written request for a Change is received from the Customer, the Supplier shall, unless otherwise agreed, submit a Change control note (CCN) to the Customer within the period agreed between them or, if no such period is agreed, within five Business Days from the date of receipt of such request for a Change, [or inform the Customer that the Supplier is not able to comply with such written request for a Change].

3. A written recommendation for a Change by the Supplier shall be submitted as a CCN direct to the Customer at the time of such recommendation.

4. Each CCN shall contain:

(a) the title of the Change;

(b) the originator and the date of the request or recommendation for the Change;

(c) the reason for the Change;

(d) the full details of the Change, including any specifications and user facilities;

(e) the price, if any, of or associated with the Change;

(f) a timetable for implementation, together with any proposals for acceptance of the Change;

(g) the impact, if any, of the Change on other aspects of this agreement, including:

(i) the Charges;

(ii) the contractual documentation; and

(iii) staff resources;

(h) the date of expiry of validity of the CCN (which shall not be less than 30 Business Days); and

(i) provision for signature of the CCN by the Customer and the Supplier.

5. For each CCN submitted, the Customer shall, within the period of validity of the CCN as set out in paragraph 4(h) of this 0:

(a) allocate a sequential number to the CCN;

(b) evaluate the CCN, and as appropriate either: (i) request further information; or

(ii) approve the CCN; or

(iii) notify the Supplier of the rejection of the CCN; and

(c) if approved, arrange for two copies of the approved CCN to be signed for and on behalf of the Customer and the Supplier. The signing of the CCN shall signify acceptance of a Change by both the Customer and the Supplier.

6. Once signed by the Customer and the Supplier in accordance with paragraph 5 of this 0, the Change shall be immediately effective and the Customer and the Supplier shall perform their respective obligations on the basis of the agreed amendment.

## SCHEDULE 6 – WEB HOSTING AGREEMENT

1) If the Customer has selected that it wishes the Supplier to supply a Web Hosting service to the Supplier then the parties agree that following terms and conditions shall apply in addition to, and not in substitution for, the other terms and conditions in this agreement:-

a) The Customer acknowledges that it sharing space on a the Suppliers dedicated Server supplied by and supported by UKFast

b) The Customer agrees to accept and abide by the AUP

c) Without prejudice to Clause 12 the Customer understands and acknowledges that the Supplier is not responsible for the supply of the web hosting services or support supplied by UKFast as such matters are beyond the control of the Supplier.

d) Subject to paragraph 1) (c) above the Supplier will use reasonable endeavours to ensure that the Customer obtains the support afforded to the Supplier under its agreement with UKFast which includes, inter alia, a dedicated 24 hour helpline.

e) If the Customer takes any action without the consent of the Supplier which increases the number of concurrent connections that the Supplier has designated to the Customers reasonable use of the server and such increase results in damage or loss of any kind to the Supplier and/or the Supplier's other customers (referred to hereinafter as improper use) then the in such circumstances the Supplier may suspend or terminate with or without notice the Customers use of the Server and shall take all necessary steps with or without notice to the Customer to alleviate such damage or loss notwithstanding that the Customer itself suffers loss or damage as a result of such steps being taken.

f) The Customer agrees to indemnify the Supplier against any loss of any kind, directly or indirectly, suffered by the Supplier as result of such improper use.

g) The Customer shall pay the Charges for the web hosting service in monthly instalments by direct debit.

h) The Supplier reserves the right in its sole discretion to increase the monthly amount of the Charges for the Web Hosting Services upon 3 months' notice to the Customer.