

Tabberner Consulting Limited - Terms and Conditions of Trading

1. Definitions

- The agreement overleaf is hereinafter referred to as 'this agreement'.
- The Cuckoo Interactive Internet, is a division of Tabberner Consulting Limited.
- The Cuckoo Interactive Internet is hereinafter referred to as 'CII'.
- Tabberner Consulting is hereafter referred to as 'TC'.
- The customer is hereinafter referred to as 'you'.
- Products and services provided by CII are hereinafter referred to as 'the services'.
- Site Preview is defined as that time when the first full 'draft' viewing of a WEB site developed under this agreement is made available for you to view on the internet.

2. This Agreement

- Within the agreement any references to CII refer jointly and severally to TC.
- This document constitutes the whole Agreement between CII and you. No variation to this agreement is valid unless agreed to jointly by both parties in writing.
- From the date of this agreement we agree to provide you with the services detailed overleaf and you agree to make payments in accordance with the terms of this agreement.
- If we do not at any time enforce any of our rights under the agreement we do not give up any of those rights.
- The minimum term in respect of any of the services contained within the agreement is 12 months unless specifically varied within this agreement.

3. Payments & Invoicing

- Invoicing may be made by TC on behalf of CII.
- Payment terms for web site development are as follows unless specifically varied within this agreement:
 - 25% on signing of the agreement
 - 25% on site preview
 - 50% on completion
- Additional work will be invoiced in accordance with the agreement and must be paid for 30 days from the date of invoicing.
- CII reserve the right to charge interest at 1% per month on overdue debts.
- You will be responsible for reimbursing any costs incurred by CII resulting from the recovery of overdue monies under this agreement.

4. Customer Support

- Telephone support is available between 9.00am and 5.00pm 7 days a week unless advised by email in advance of any temporary break in this facility, which may be due to holidays or illness.
- Unless otherwise varied specifically in this agreement, a monthly charge of £50 per WEB site will be invoiced to cover basic ongoing maintenance, page changes and bug fixes.

5. WEB Site

If we have developed a WEB site for you under this agreement, you must check that it matches your agreed specification and inform us of any changes you require within 7 days of completion. If you do not bring alterations to our attention within this period the WEB site will be assumed to be fully completed in terms of this agreement and the balance of payments outstanding will fall due.

- Amendments to the WEB Site may only be made by CII.
- All intellectual property rights in the WEB site, (whether registered or not) will remain the sole property of CII.

6. Disclaimers

- CII or TC will not be liable for any loss, costs or legal responsibility as a result of the use of the WEB site or any other work carried out under this agreement.
- We do not warrant that the service provided by CII will be uninterrupted or error free.
- We do not warrant or guarantee the accuracy or completeness of the content of any WEB site developed under this agreement and are not responsible for any loss or otherwise incurred by you or a third party as a result of you or a third party using the site or for any decisions based upon the content of the site.
- We do not guarantee search engine acceptance as a result of submissions made to those engines under this agreement.
- Without prejudice to the foregoing provisions of this clause, in no circumstances will CII be responsible for any indirect or consequential loss or damage incurred by you or a third party.

7. Your Obligations

- You will indemnify CII against any third party claims resulting from your use of the services.
- You will immediately notify us of any defects in the services provided and allow CII a reasonable time to respond to your request for rectification. Such time will depend on the defect.
- You will not transfer this agreement to anybody else without prior written agreement from CII.
- You will warrant by reading this agreement that all content provided by you for any WEB site developed under this agreement, is to the best of your knowledge accurate and not misleading in any way.

8. Default

- All of the following occurrences will constitute a breach of this agreement and will give CII the immediate option to terminate this agreement and insist that all financial contractual liabilities to the end of this agreement be paid immediately upon breach together with all outstanding and overdue balances under this agreement:
 1. Failure to pay outstanding monies when they fall due.
 2. Transfer of this agreement to a third party without prior consent from CII.
 3. You cease to trade.
 4. You commit any breach of this agreement and fail to remedy it within 7 days of the occurrence.

On default, web services may be terminated (email and web site display on the internet) until such default is rectified to the satisfaction of CII.

9. Ending This Agreement

- Either party may end this agreement providing 3 months notice is given once the initial agreement period has expired.
- Should this agreement be terminated by you prior to its fulfillment, payment for all outstanding contractual commitments and overdue amounts under this agreement will become due in full upon termination whether or not the contracted work has been completed.