

Skylab Design & Communication Ltd.

TERMS AND CONDITIONS

1. Acceptance by 'The Client' of the quotation (whether such acceptance shall be written or oral) shall be deemed to include acceptance of these conditions. The quotation or proposal together with these terms of business shall constitute the entire contract between 'The Client' and Skylab Design.
2. If at any time 'The Client' alters the brief, Skylab Design reserves the right to revise the quotation.
3. The contract will commence on the date of 'The Client's' acceptance of the quotation and/or proposal and shall continue until the project is complete or until terminated in writing by either party. If such notice is given at any time during the agreement 'The Client's' liability for remuneration will be as set out in point 5.
4. The project may be broken down in to a series of separate stages and 'The Client' shall be invoiced at the end of each stage. The commissioning of one stage does not imply commitment to any subsequent stage.
5. In the event of the agreement being terminated or postponed for any reason, 'The Client' shall pay any fees accrued for that stage.
6. All invoices are to be paid within 30 days from the date of the invoice. Any queries must be raised within 7 days from the date of the invoice.

If any invoice is not paid within 60 days –

- i. Skylab Design shall have the right to charge interest at 3% above the Lloyds TSB base rate at the date of the invoice
 - ii. Skylab Design may terminate this contract by written notice to 'The Client'
7. Skylab Design may sub-contract such part of the execution of the contract as it sees fit.
8. Completion dates are forecast by Skylab Design on the basis of the project proposal. Any delay by 'The Client' may result in deadlines being adjusted. Skylab Design will not be responsible for any loss or damage suffered by 'The Client' because of this reason.
9. It is the responsibility of 'The Client' to check and approve the content of all work including colour proofs, Chromalins, Ozalids and running sheets. Skylab Design will not be held responsible for any errors in the above which were not corrected by 'The Client'.
10. Skylab Design shall not be liable to 'The Client' for any loss of damage suffered by 'The Client' as a result of any works carried out.
11. 'The Client' will issue no instructions to a sub contractor selected by Skylab Design without prior arrangement between 'The Client' and Skylab Design.

Warranties and Indemnity

The customer must guarantee Skylab Design at all times that the material included in the Web Site:

- Is not in breach of the Intellectual Property rights of any third party.
- Is not obscene within the definition of the Obscene Publications Act 1959 or any other relevant provision or statute.
- Is not in breach of any code or provision of statute or common law or otherwise in force from time to time in relation to Advertising of Goods or Services.
- Contains no element of corporative advertising which is in breach of the Control of Misleading Advertisements (Amendment) Regulations 2000.
- Is not in breach of the Defamation Act 1996 or any other relevant provision or statute.
- Does not contain any misleading price comparison in breach of Consumer Protection Act.

Termination for breach, insolvency or frustration

Either party may provide written notice to the other to terminate this agreement immediately if one of the following events occurs:

- Either party goes into liquidation or makes any arrangement or composition with its creditors or is otherwise unable to pay its debts within the meaning of Section 123 Insolvency Act 1986.

Loss of Service

Skylab Design accepts no liability for loss of service, unavailability of files, damage of data, misuse of equipment by other customers, failure of any externally managed equipment or communications devices or other services deemed to be beyond Skylab Design's control.

NOTE: YOUR SIGNATURE ON A PRINTED COPY OF THIS AGREEMENT IS NOT REQUIRED IN ORDER FOR THE AGREEMENT TO BE LEGALLY BINDING ON YOU. YOUR USE OF OUR SEARCH ENGINE OPTIMISATION SERVICES SHALL CONSTITUTE A VIRTUAL SIGNATURE, HAVING THE SAME FORCE AND EFFECT AS IF YOU HAD ACTUALLY SIGNED A PRINTED COPY OF THIS CONTRACT AGREEMENT.

This contract shall be governed by and construed in accordance with English law and either party agree to submit to the jurisdiction of the English courts.