

FUTURE IT SERVICES

TERMS AND CONDITIONS

1. Provision of service

1.1 This contract covers the provision of service by FUTURE IT SERVICES (Chichester) to the customer. It supersedes and takes precedence over any previous written or oral representations given or made by the company or any representatives of the company. In agreeing to the provision of the services, the customer is deemed to have read and understood these terms and conditions.

1.2 Any date proposed either by the customer or FUTURE IT SERVICES for the provision of services to be treated as an estimate only and FUTURE IT SERVICES accepts no liability for any failure to meet it.

1.3 Unless FUTURE IT SERVICES receive a notice in writing from the customer terminating this contract at any time prior to the renewal date, the customer will be deemed to renew the contract at the end of the twelve month period and be subject to the terms and conditions referred to herein.

1.4 FUTURE IT SERVICES reserve the right to alter or amend its terms and conditions by giving seven days' prior notice to the customer. Notice will be deemed to have been given by FUTURE IT SERVICES by displaying the notice on the web site of FUTURE IT SERVICES which can be found at <http://www.futureitservices.co.uk/terms.html>

1.5 Notwithstanding the above, the customer will grant FUTURE IT SERVICES permission to deduct any funds due at the date of renewal.

2. Definition and application

2.1 In this Contract:

"the customer" means the customer with whom FUTURE IT SERVICES makes this contract including a person reasonably appearing to FUTURE IT SERVICES to act with that customer's authority

"WWW" means World Wide Web service available on the Internet;

"Domain names" means Internet addresses which have been registered with the central registration authorities on the Internet on behalf of the customer;

"Upload" means transfer computer files to the FUTURE IT SERVICES computer system for publication on the Internet, WWW;

"Commencement date" means the date of FUTURE IT SERVICES acceptance of the customer's order specified by the order date on the customer invoice

"This contract" means the contract between the customer and FUTURE IT SERVICES incorporating these terms and conditions;

"Web site" means the area on FUTURE IT SERVICES computer system allocated to the customer for the purpose of this order;

"Hosting" means the making available of the customers domain name to the Internet community;

"Renewal Date" means the date of renewal of this contract between the customer and FUTURE IT SERVICES, as defined on the customer application form;

"Megabyte" means 1,048,576 bytes or characters of information;

"Gigabyte" means 1,073,741,824 bytes or characters of information;

"Illegal" means any act or acts which are capable of breaching the criminal law of England and Wales.

2.2 Any words in the singular include the plural and vice versa. All definitions, notes, terms and conditions referred to in this contract form part of the contract as if they were expressly set out in it.

3. Contract period

This Contract shall continue from the commencement date for a period of twelve calendar months subject to termination under conditions 8 and 9.

4. The Customer's responsibilities

4.1 It is the customer's obligation to ensure that they do not upload a virus to the web space provided by FUTURE IT SERVICES which could infect the FUTURE IT SERVICES server. The customer must not allow a virus to enter the Internet community by allowing Internet users to download files containing viruses and knowingly or otherwise from their web space which is on a FUTURE IT SERVICES server.

4.2 It is the customer's obligation to ensure that any material being uploaded is not in breach of copyright. FUTURE IT SERVICES accepts no responsibility for the customer's actions in either uploading material to the WWW or in the customer's transferral of any material to other Web sites.

4.3 The customer agrees not to upload any material which would be considered to be contrary to public decency and morality. FUTURE IT SERVICES reserve the right to randomly inspect Web sites and in the event that any unauthorised material has been uploaded to that Web site, FUTURE IT SERVICES reserve the right to inform the authorities and to terminate this contact forthwith. Uploaded material would expressly include pornographic, barbaric and overtly tasteless material.

4.4 The customer agrees that it shall not cause or permit or in any way assist in any unauthorised publication, any dissemination of any defamatory material or any material which could be considered to be in breach of the criminal laws of England and Wales.

4.5 The customer agrees to keep secure the login name and password specified on the application form and not to pass that information to any unauthorised person. In the event of the customer's login name and password being used by any unauthorised person, FUTURE IT SERVICES accept no responsibility and the customer will be liable for additional charges arising therefrom.

4.6 If the contract is terminated for whatever reason, the customer will not be entitled to a refund either pro-rata or at all of the contract price.

4.7 The customer agrees not to perform any action which will result in the reduced performance of the FUTURE IT SERVICES server to the detriment of other users.

4.8 Not to commit any act whereby access is gained by the customer to any information or resources of any body corporate or person, individual, partnership, government agency, national institution, charity or recognised organisation without first having obtained authority from those persons or institutions.

4.9 The customer agrees not to use FUTURE IT SERVICES'S servers to send unsolicited or spam e-mail to other Internet users. Failure to meet this obligation would result in the termination of this contract without refund.

4.10 Not to do any act or omission, the result of which would have the effect of bringing FUTURE IT SERVICES into disrepute.

5. Limitation of liability

5.1 For the avoidance of doubt FUTURE IT SERVICES has no obligation duty or liability in contract and/or tort for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.

5.2 In any event and in no circumstance shall FUTURE IT SERVICES be liable for any loss either direct or indirect of profits, business or anticipated savings or any other direct or indirect consequential loss arising out of the provision of the service to the customer.

5.3 In no circumstance shall FUTURE IT SERVICES be liable for any loss whether direct or indirect arising from the content of any information placed by the customer onto the service provider of FUTURE IT SERVICES.

5.4 Under no circumstances shall FUTURE IT SERVICES be liable for loss whether direct or indirect of profits, business or anticipated savings or for any direct or indirect consequential loss whatsoever by the failure of, or any problem experienced by the customer in it's operation of it's web site.

5.5 Each provision of this condition is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable.

6. Indemnity

6.1 Without prejudice to any other rights or remedies which FUTURE IT SERVICES may have against the customer, the customer shall indemnify FUTURE IT SERVICES against any loss or expenses sustained by reason of any breach of this contract and any actions, proceedings, claims or demands in any way connected with this contract brought on by or threatened against FUTURE IT SERVICES by a third party which are caused by or arise from any action of FUTURE IT SERVICES carried out pursuant to the instructions of the customer.

6.2 The customer shall indemnify FUTURE IT SERVICES against any actions, proceedings, claims or demands in any way connected with this contract brought or threatened against FUTURE IT SERVICES by a third party which are caused by or arise from any act or default of FUTURE IT SERVICES carried out pursuant to the instructions of the customer.

7. Charges

7.1 The full contract price must be paid prior to FUTURE IT SERVICES providing the service contemplated by this contract.

7.2 All charges of whatever nature in respect of service shall as such be as FUTURE IT SERVICES shall determine from time to time. On each occasion when service is provided to the customer, the customer shall pay the charges in force at that time, full details of which will be available from the address specified in condition 9.

7.3 Value added Tax is not added at any time to a customers bill and FUTURE IT SERVICES are not a VAT registered business

7.4 Subject to paragraph 9 below, the administration charge referred to therein is payable in full within seven days.

7.5 Should FUTURE IT SERVICES have to issue Court proceedings pursuant to this contract the customer accepts responsibility for all FUTURE IT SERVICES legal fees and disbursements notwithstanding the value of the claim, on an indemnity basis.

7.6 Any third party costs FUTURE IT SERVICES may incur due to processing the payment for the services will be payable by the customer within seven days.

8. Termination of this contract by FUTURE IT SERVICES

8.1 If the customer does not pay any charge when due or breaks this contract in any other way FUTURE IT SERVICES can terminate this contract immediately without the requirement of prior notification.

8.2 Termination of this contract by FUTURE IT SERVICES will result in the retaining by FUTURE IT SERVICES of all monies received from the customer who will not be entitled to a refund of monies paid.

8.3 Upon termination of this contract the customer shall nevertheless remain liable for all charges due or which would have been payable under this contract.

8.4 On termination FUTURE IT SERVICES will remove all materials held on FUTURE IT SERVICES's computer and remove all privileges entitled to the customer.

8.5 Subject to the discretion of FUTURE IT SERVICES, after termination, if FUTURE IT SERVICES agree that the customer may once again be reconnected to the service, any reconnection will be subject to an administration charge of £50 together with any outstanding charges payable prior to the reconnection.

9. Termination of the contract by the customer

9.1 The customer can terminate this contract at any time in writing to the following address: FUTURE IT SERVICES (Chichester), 32 Uphill Way, Hunston, Chichester, West Sussex, PO20 1PH. In an event of the customer so terminating this contract, the customer will be entitled if they so wish to continue with the contract until the expiration of the contract period or

alternatively the customer may request the immediate termination of the contract. In either case, the customer will not be entitled to a refund of any monies paid under this contract.

9.2 Notwithstanding the above, the customer is entitled to give notice of termination of this agreement within 30 days of the date of commencement of the agreement and receive a refund of monies paid provided that:

- (1) The refund of money is limited to customers obtaining a web space account and the registration and hosting of a web address only.
- (2) The provision does not apply to existing customers of FUTURE IT SERVICES.
- (3) In the event that expenses have been incurred by FUTURE IT SERVICES arising out of the exercise of the 30 day termination, FUTURE IT SERVICES reserve the right to deduct out of pocket expenses from any refund due to the customer.

10. Force majeure

10.1 FUTURE IT SERVICES is not liable for any breach of this contract if the breach was caused by an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts of omissions of government, highway authority or other competent authority, FUTURE IT SERVICESS compliance with any statutory obligation, industrial disputes of any kind (whether or not involving FUTURE IT SERVICES employees), fire, lightening, explosion, flood, subsidence, weather of exceptional severity, acts of omission of persons whom FUTURE IT SERVICES is not responsible (including in particular other telecommunication service providers), or any other cause whether similar or dissimilar outside FUTURE IT SERVICESS reasonable control.

11. Proper law

This contract is to be treated as made in England according to English Law and subject to the jurisdiction of the English Courts.

12. Limitation on assignment

12.1 The customer must not assign the benefit of this contract in whole or in part.

12.2 FUTURE IT SERVICES reserve the right to assign the benefit of this contract by giving prior written notice of any assignment to the customer.

12.3 Except with the prior written consent of FUTURE IT SERVICES, the service shall not be used by or on behalf of any person other than the customer or a third party specified on the application form.

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