

## TERMS & CONDITIONS

### **1 Definitions**

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|-----|----------------------------------|--|
| 1.1 | “We”, “us”, “our”, “ourselves” - | refers to Elegant IT Limited   |
| 1.2 | “You”, “your”, “yourself” -      | refers to our customer   |
| 1.3 | “this agreement” -               | means the contract between you and us  |
| 1.4 | “the Work” -                     | means the services we are to supply as set out in our proposal and such additional services as we may agree to perform for you |

### **2 Our Obligations**

We will:

- 2.1 **carry out the Work** with reasonable care, in accordance with any applicable industry standards and within a reasonable timescale, according to the nature and extent of the Work. Time is not of the essence nor is it capable of being made of the essence, even if you have made known to us a specific purpose for which you require the Work.
- 2.2 use reasonable endeavours to obtain for you the benefit of any **specific warranty** given by the manufacturer of any products used in the Work.
- 2.3 **grant** to you an irrevocable worldwide licence to use any copyright materials and other intellectual property rights we may create for the sole purpose of performing the Work, such licence to take effect when we have received payment of the full price for the Work.
- 2.4 **comply** with our **Privacy Policy** as applicable from time to time.

### **3 Your Obligations**

You will:

- 3.1 **give us** all such instructions, authorisations, payments on account and assistance in timely fashion as we may reasonably require in order to perform the Work and to enable us to progress it to completion without avoidable delay. In default, you will on demand reimburse to us without any deduction all additional costs and liabilities we incur and any losses we may suffer as a result of that default.
- 3.2 **pay us** any deposit we may require before we commence any part of the Work and the price (or the balance) for the Work plus any additional charges for extra work, variations, costs of delivery of materials to your premises, travel and subsistence expenses and VAT as appropriate (together, “the full price”), without any deduction whatsoever, **in cleared funds** on the due date. The due date shall be the date or dates agreed between you and us and in default of agreement shall be seven days following delivery to you of our invoice. Payment for internet services is due in advance of the period to which it relates. In no circumstances will you be entitled to withhold any sum due to us for legal or equitable set off or counterclaim.
- 3.4 pay us simple **interest** at 8% over base rate on all outstanding amounts from the due date for payment until actual payment. This does not prevent us from taking other steps to enforce payment or exercise any lien we may have over any materials if full payment is not received by the due date.
- 3.5 **comply** with our Acceptable Use Policy and all other policies that we may issue from time to time governing the use of internet and/or email services
- 3.5 **comply** with general health and safety requirements and our specific requirements in every respect when we are visiting your premises.
- 3.6 **indemnify us** fully for all our losses, costs and expenses resulting from any breach of policies referred to and from infringement of any intellectual property rights or other rights of any third party arising from the creation, use, possession or ownership of the Work.

### **4 Other Agreements**

- 4.1 These terms and conditions prevail over any that you may put forward, unless we specifically accept the latter in writing.
- 4.2 We may terminate this agreement if any payment due to us has not been paid by the due date for that payment.
- 4.3 Without prejudice to clause 4.2, we may suspend performance or provision of any services if any advance payment due to us for those services has not been paid by the due date for that payment.
- 4.4 We may increase the price for the Work will rise if there is any unfavourable fluctuation in the exchange rates between sterling and the currencies of any country from which we obtain goods or materials to be used in the Work.
- 4.5 The implied terms set out in the Sale of Goods Act 1979 sections 12 to 15 inclusive and the Supply of Goods and Services Act 1982, sections 2 to 5 and 13 to 15 inclusive (or any statutory replacement or modification of any of them) are excluded.
- 4.6 We will not release goods to you until you have paid the full price. In the meantime we shall have a lien over them until the full price has been paid.
- 4.7 No third party may enforce any term of this agreement.
- 4.8 No variation in the agreement shall be valid unless it is in writing and signed by a director or principal of both parties.
- 4.9 These terms and conditions, with the information set out in the estimate, comprise the entire agreement between you and us. You agree that you have not relied upon any representations or promises other than those contained in this document.
- 4.10 Either party may cancel the agreement if the other becomes subject to a petition for bankruptcy or winding up or to administrative receivership or initiates proposals for a voluntary arrangement.
- 4.11 Notices may be served at the addresses for the parties set out in our estimate unless and until any party notifies the other of another address for service for itself.
- 4.12 This agreement is to be construed in accordance with English law and any dispute between the parties shall be subject to the exclusive jurisdiction of the English courts.