

Terms and Conditions

Parconception Limited - TERMS OF BUSINESS

All Users of services provided by Parconception Limited, by use of such services, accept the terms of business set out in the form of the Service Agreement which follows, irrespective of the mode or manner of ordering employed by the User when ordering the services. In the absence of a contract signed by a director of Parconception Limited, the following terms and conditions will prevail.

This Agreement is made between us and you as defined in (1) below. The date of this Agreement is the date you order our services.

1. DEFINITIONS

In this Service Agreement ("Agreement"), "you" and "your" refer to each customer ("Customer") and "we", "us" and "our" refer to Parconception Limited trading as Parconception Limited ("Parconception Limited"). This Agreement explains our obligations to you, and your obligations to us in relation to your use of our services. By selecting Parconception Limited's service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Parconception Limited service(s) or to modify or cancel your Parconception Limited service(s) (even if we were not notified of such authorization), this Agreement covers any such service or actions. Any acceptance of your application(s) for our services and the performance of our services will occur at our offices in Ripon, North Yorkshire the location of our principal place of business.

2. ACCURATE INFORMATION.

As further consideration for the Parconception Limited service(s), you agree to: (1) provide certain current, complete and accurate information about you as required by the application process; and (2) maintain and update this information as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services. In particular you agree that if you fail to notify us in writing by Royal-mail recorded-delivery post of any change of address within four weeks of your change of your address then we have the right to terminate your contract with us forthwith without notice to you. Our address for such notifications is "Parconception Limited, Unit 8, The Coach House, Phoenix Business Centre, Low Mill Road, Ripon, North Yorkshire, HG4 1NS"

3. FEES, PAYMENT AND TERM OF SERVICE.

3.1. All payments must be in UK Pounds Sterling. If your cheque is returned by the bank as unpaid for any reason, you will be liable for an administration charge of £35 + VAT in addition to any charged levied against Parconception Limited;

3.2 All charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us on our web site, in a proposal, invoice or pro-forma and shall be due and payable in advance of our service provision. Charges are exclusive of 'Value Added Tax' which shall be paid additionally by you at the rate prescribed by law on submission by us of a proper VAT invoice;

3.3 Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of Services to you;

3.4 Upon placement of an order for design services you shall pay a non-refundable deposit of 25% of the proposed final amount or £150 + VAT whichever is the higher. The remainder of the amount due will be invoiced upon completion, as determined solely by Parconception Limited, of the agreed design;

3.5 Domain name fees are non-refundable. Parconception Limited may take all remedies available to collect fees owed;

3.6 Unless otherwise specified, each Parconception Limited service is for a one-year term only.;

3.7 Hosting fees are non-refundable. Parconception Limited may take all remedies available to collect fees owed;

3.8 Charges for email accounts are non-refundable. Parconception Limited may take all remedies available to collect fees owed;

3.9 Search Engine Optimisation and submission charges are non-refundable. Parconception Limited may take all remedies available to collect fees owed;

3.10 Our payment terms are strictly 30 days from date of invoice and payment must be made by cheque or cash to our trading premises of "Unit 8, The Coach House, Phoenix Business Centre, Low Mill Road, Ripon, North Yorkshire, HG4 1NS";

3.11 Late payments will be charged interest on a daily basis at the rate allowed under the Late Payment of Commercial Debts (Interest) Act 1998 which is at 8% above the reference rate of the Bank of England;

4. DOMAIN NAME REGISTRATION

New registrations

4.1 We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered to you by way of invoice sent to you. Any action taken by you before such notification is at your risk;

4.2. You agree to order domain name registration by surface mail. You agree to notify us in writing within 48 hours of becoming aware of any mistakes and you agree that we will not be responsible for any loss or damage that may arise if you fail to take such action (reference limitation of liability clause below);

4.3 The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; you shall ensure that you are aware of those terms and conditions and that you comply with them. You shall have no right to bring any claim against us in respect of refusal to register a domain name. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the naming authority to register your desired name;

4.4 We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name and charge you for our reasonable costs and expenses in full. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute;

4.5. You agree that Parconception Limited may list you as "Billing Contact" for your domain name(s). In these circumstances you agree to pay your domain name renewal fees direct to the relevant naming authority when they fall due, unless we notify you otherwise by registered surface mail. You agree that Parconception Limited will not amend your Billing Contact records on your behalf. You agree to keep your domain name records up to date, in particular the postal and email address of your Billing handle and the registrant name and address.

Domain name Modifications

4.6. Parconception Limited may under certain circumstances accept your request(s) to make modifications to your Domain Name records on your behalf but we have no obligation to do so or to notify you that we have received such a request; further our acceptance of your request(s) to make such changes can only be notified to you in writing by surface mail (not email) and by no other means; if you fail to receive such an acceptance by surface mail within fourteen days of making a request you should assume we are not prepared to carry-out your request and you should contact the central registrar direct who will perform such modifications on your behalf; if alternatively we agree to make such changes we reserve the right to charge you an administrative fee for our services;

4.7. You agree that if you request to transfer a domain name to our services you are responsible for ensuring that the annual registration fees are paid for the domain name before and after the transfer takes place, direct to the Central registrar (or your previous ISP), unless you receive a written invoice from us for such fees;

4.8. You agree that if you transfer a domain name away from our services to another Internet Provider, we will not be responsible for paying any domain name fees or renewal fees unless you specifically request a partial transfer in writing to us in which case Parconception Limited will continue to receive annual invoices for the domain name(s); in cases where you request a full transfer away from the Parconception Limited service you are responsible for liaising with the new ISP to make sure that your domain name records have been amended properly and you keep your new provider up to date with your address in order that they can invoice you for such fees;

4.9. We will not release or amend any domain name records until full payment for that domain has been received by us, this includes any outstanding hosting or design costs owed;

4.10. If you request to transfer your domain name to another hosting company, you are responsible for the transfer of any email address forwarding which we may have had set up on our systems. This information will not be transferred.

4.11. If you request to transfer your domain to another hosting company, we reserve the right to charge for the transfer of any files and content residing on our web servers to the new host. These charges will depend upon a number of factors; including the size of website, length of time you have been a client of ours, future hosting and costs offset against work completed, renewal fees paid for domains; copyrighted design and imagery used to create the website. Where there are any fees owing, these must be paid in full before a transfer is initiated.

4.12. You agree that Parconception Limited may choose to offer to renew your domain name(s) after the initial term but we have no obligation to do so. Specifically we are under no obligation to remind you when your domain name(s) need to be renewed, nor to invoice you renewal fees, nor to pay your domain name renewal fees when they become due. You agree to find out when your domain names need to be renewed and to contact us in writing if you have not received a proforma invoice for your domain name(s) from us within two weeks of the expiry date(s). You agree to accept responsibility if a domain name lapses for non-payment as a result of your failure to contact us in writing by surface mail in these circumstances.

4.13. If you fail to renew your domain name if it is your responsibility or you fail to pay any part of your domain name fees within the agreed credit terms, or if your payment is declined, we will have the right to cancel your domain name, or let it lapse, or at our discretion sell it or assign it to any other party including ourselves to dispose of as we see fit, without further notice to yourselves. In these circumstances you authorise us to act as your agents in removing your details from the domain name records.

4.14. We make no representation that we can secure any new domain name type for you or that any request to pre-register such a new domain name type will be submitted by us for registration, or that your request will be submitted before any other request

5. WEB DESIGN AND WEBSITE DEVELOPMENT

Ownership rights

5.1. In the absence of a specific contract detailing ownership or assignment of rights, the copyright for all web design, web development and script programming remains the property of Parconception Limited.

5.2. We reserve the right to re-use style templates, scripts or programming for other clients with the exclusive proviso that the type of business of such additional clients is within reason different from the originating clients business.

5.3. We reserve the right to re-assign copyright ownership to the client, or to a third party.

5.4. We reserve the right to seek damages for use of our graphic design, script programming, layout styles, logo's or search engine metatags or other optimisation techniques, copied by any individual or company, whether a licensor of the work, or an independent organisation or person.

5.5. If a client decides to move to an alternative web hosting, development or design company, they do not have the automatic right to re-use any content created, designed or written by Parconception Limited. We will within reason supply a version of the website for use or amendment by the new hosting / design company, but a charge will be made for the copyright ownership and a charge of the admin time involved in achieving such a transfer. Where a website was created on a proposal cost basis of spreading the initial setup costs over a period of time, we reserve the right to charge any setup costs which remain outstanding at the time of the transfer request, prior to release of any material. Where a re-write has been performed on a website which we originally wrote, and those re-write costs have not been charged directly, they will become due should you then choose to move to an alternative web hosting, development or design company, these charges will be payable prior to domain transfers. Where a content managed system has been used by the client to add material to their website, a charge of £1.00 per entry will be levied to supply the content in a format which can be imported to a new website. This is a whole website charge, not selectable items. Where additional domain names have been registered for your convenience, ie additional TLD's or location or company branch location domain names, these must be paid in full prior to transfer. Where a server may have been commissioned to cope with any increased or excessive traffic your website may have / may produce, the costs of the move and set up of this server may be invoiced if you choose to move your website within the 1st year. All moves are at our discretion.

5.6. Where content is used by another company in breach of Parconception Limited's copyright, we shall take the following course of action : 1) Email to web host and website owner to request removal of offending content within seven days - with no further action if all offending content is removed, followed by 2) A letter by recorded delivery to the registered office or last known address of the website owner, giving 7 days to remove all offending content. On failure to remove content after these two requests, we shall assume that you wish to purchase the copyright to the work, and shall invoice accordingly on a seven day invoice. Failure to pay this within seven days will result in immediate action to recover the debt through the English Courts, as an unpaid debt.

6. WEB SITE HOSTING AND EMAIL.

6.1. Description of Services. Parconception Limited facilities allow you to send and receive electronic mail via the Internet and publish web site(s) on the World Wide Web. You must: (1) provide all equipment, including a computer and other equipment necessary to establish a connection to the Internet; and (2) provide for your own connection to the Internet and pay any service fees associated with such connection. Parconception Limited has set no fixed upper limit on the number of messages you may send or receive through the mail service or for the data you can upload to your web site(s); however, Parconception Limited retains the right, at Parconception Limited's sole discretion, to restrict the volume of messages transmitted or received by you, or uploaded by you to your web site(s) in order to maintain the quality of our services to other customers and to protect our computer systems. We, in our sole discretion, will determine whether or not your conduct is consistent with this Agreement and any Parconception Limited operating rules or policies and may terminate your mail service if your conduct is found to be inconsistent with this Agreement or such rules or policies.

6.2. Parconception Limited web space facilities allow you to publish web sites to the Internet or World-wide-web. If you are designing and publishing the web site yourself you must obtain suitable web design software (by purchase if necessary) and FTP upload software (by purchase if necessary). Note that some web design packages contain FTP upload software. Parconception Limited has no obligation to provide or recommend such software.

Parconception Limited POP3 email facilities allow you to store email messages on our servers. To receive this email you must connect to the Internet and use suitable POP3 software (e.g. Microsoft Outlook Express), which you may have to purchase if necessary. Parconception Limited has no obligation to provide such or recommend such software.

6.3. In order to use the email and web services we must host your domain name records. If you transfer your domain name records to a third party in conjunction with a live web site or for any other reason or allow your domain name registration to expire, you will no longer be able to use the email and web services. We will not refund the fees you paid for our web or email services if you elect to transfer your domain name record to a third party.

6.4. We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server;

6.5. You must keep current backups of any data posted to our servers. You shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Server;

6.6 You represent, undertake and warrant to us that you will use the Web Site allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that;

6.6.1 you will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so;

6.6.2 you will not post, link to or transmit

(a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way;

(b) any material containing a virus or other hostile computer program;

(c) any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction;

6.7 You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information;

6.8 You shall observe the procedures which we may from time to time prescribe and shall make no use of the Server which is detrimental to our other customers;

6.9 In the case of an individual User, you warrant that you are at least 18 years of age and if the User is a company, you warrant that the Services will not be used by anyone under the age of 18 years;

6.10. Any access to other networks connected to Parconception Limited must comply with the rules appropriate for those other networks;

6.11. While we will use every reasonable endeavour to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email;

6.12. Our email forwarding services should not be relied on for business purposes or for any purposes where a failure of such services would result in loss or damage of any kind.

6.13. Pornography and sex-related merchandising are PROHIBITED on any Parconception Limited server.

6.14. Spamming, or the sending of unsolicited email, from a Parconception Limited server or using an email address that is maintained on a Parconception Limited machine is STRICTLY PROHIBITED.

7. SERVICE AVAILABILITY

7.1. Our email and web services are subject to scheduled and unscheduled outages which will impact your ability to use our services. We will use commercially reasonable efforts to restore the service after any unscheduled outages.

7.2 We shall not, in any event, be liable for interruptions of Service or down-time of the Server;

7.3 We shall have the right to suspend the Services at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than 30 days you will be notified of the reason;

7.4 The Services provided to you hereunder and your account with us cannot be transferred or used by anyone other than you. No more than one log-in session under any one account may be used at any time by you. If you have multiple accounts, you are limited to one login session per system account at any time; user programs may be run only during log-in sessions. If your account is found to have been transferred to another party, or shows other activity in breach of this subclause, we shall have the right to cancel the account and terminate the Services and/or this Agreement immediately;

8. INTELLECTUAL PROPERTY RIGHTS

You shall obtain any and all necessary consents and clearances to enable you lawfully to make use of all and any intellectual property rights through the Services, including without limitation, clearance and/or consents in respect of your proposed domain name;

9. INDEMNITY

You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement;

10. TERMINATION

Without in any way limiting our rights under subclauses 5.1 - 5.6

10.1 if you fail to pay any sums due to us as they fall due, we may suspend the Services and/or terminate this Agreement forthwith without notice to you;

10.2 if you break any of these terms and conditions and you fail to correct the breach within thirty (30) days following written notice from us specifying the breach, we may terminate this Agreement forthwith upon written notice;

10.3 if you are a company and you go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors, we shall be entitled to terminate this Agreement forthwith without notice to you;

10.4 on termination of this Agreement or suspension of the Services we shall be entitled immediately to block your Web Site and to remove all data located on it. We shall be entitled to delete all such data but we may, at our discretion, hold such data for such period as we may decide to allow you to collect it at your expense, subject to payment in full of any amounts withstanding and payable to us. We shall further be entitled to post such notice in respect of the non-availability of your Web Site as we think fit;

11. LIMITATION OF LIABILITY

11.1 All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to subclause 11.2;

11.2 Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence;

11.3 Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the domain registration fees or hosting fees paid to us;

11.4 In any event no claim shall be brought unless you have notified us of the claim within one month of it arising;

11.5 In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever;

12. NOTICES

Any notice to be given by you to us must be sent by recorded delivery to us at the address appearing in this Agreement or ancillary application forms or such other address as we may from time to time have communicated to the you in writing; notices sent shall be deemed to be served two days following the date of posting;

13. LAW

This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English courts.

14. PRIVACY

You agree that we, in our sole discretion, may modify our privacy statement. You agree that, by using our services, you have agreed to this privacy statement. You acknowledge that if you do not agree to any such, we have the right to terminate this agreement forthwith without notice to you. We will not refund any fees paid by you if you terminate your Agreement with us.

We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement and we will take reasonable precautions to protect your personal data from loss, misuse and unauthorized access, disclosure, alteration or destruction. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information. Even if you intend to license the use of our domain name registration services to a third party, you will remain our customer and you are responsible for complying with all terms and conditions of this Agreement. Subject to the requirements of our privacy statement, in order for us to comply the current rules and policies for the domain name system, you hereby grant to Parconception Limited the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name: (i) the domain name(s) registered by you; (ii) your name and postal address; (iii) the name(s), postal address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical and administrative contacts for your domain name(s); (iv) the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s); (v) the corresponding names of those nameservers; (vi) the original creation date of the registration; and (vii) the expiration date of the registration;

15. HEADINGS

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

16. ENTIRE AGREEMENT

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

17. RESELLER TERMS AND CONDITIONS

17.1 If you are or become a reseller of our Services you will continue to be bound by these terms and conditions; you will be responsible for ensuring that your customers are bound by terms and conditions that adequately reflect and give effect to these;

17.2 You shall not incur or purport to incur on our behalf any liability nor in any way pledge or purport to pledge our credit or to make any contract binding on us;

17.3 No default by your customers shall in any way affect, modify or limit your obligations under this Agreement;

17.4. You agree that if you fail to pay for any service by the expiry date we have the right to terminate this contract with you forthwith without notice to you and approach the end-user(s) of such services direct, as we see fit, in order to attempt to obtain payment from them;

17.5. You agree that if your client approaches us direct and instruct us then we have the right to terminate our agreement with you in respect of that client's services and establish a new contract with them without notice to you;

17.6. You agree that if the services used by your client are in a position of failure due to non payment of fees by you, we may contact your client directly if we fail to make contact with you in regards to payment of outstanding invoices.

Parconception Limited reserves the right, at its sole discretion, to change, modify, add or remove any portion of these terms and conditions of use, in whole or in part, at any time. Changes in these terms and conditions of use will be effective when posted. You agree to review these terms and conditions of use periodically to be aware of any changes. Your continued use of the Site and services provided to you after any changes to these terms and conditions of use are posted will be considered acceptance of those changes.

Parconception Limited 1st November 2006.