

# Service Terms and Conditions

## 1. Definitions

1.1. In these Terms the following words have the following meanings:

“Client” means the person, firm, company or organisation who instructs CTCentral to perform the Services;

“Client Material” means Material provided by the Client for CTCentral to use in the development of the Website;

“Contract” means the terms and conditions set out in this document together with the Quotation;

“Deposit” means any deposit payment made by the Client to CTCentral in respect of the Contract;

“Domain Name” means the website address (URL) chosen by the Client to access the Website;

“Email Accounts” means any email accounts supplied by or on behalf of CTCentral to the Client;

“Material” means drafts, concepts, text, graphics, logos, photographs, images, moving images, sounds, illustrations and other material;

“in writing” means by post, facsimile or e-mail;

“Intellectual Property Rights” means all intellectual property rights wherever in the World arising; whether registered or unregistered (and including any application), including, but not limited to, copyright, know-how, confidential information, trade secrets, business names, trade marks, service marks, trade names, patents, utility models, design rights, database rights and all rights to sue for passing off;

“Project” has the meaning set out in clause 8.1;

“Quotation” means the written quotation supplied to the Client by CTCentral;

“Services” means services (in whole or in part) agreed in the Contract to be delivered to the Client by CTCentral;

“Setup Fee” means the setup fee as specified in the Quotation and payable in accordance with clause 5.2;

“Software” means the software (but excluding CTC Toolbox), applications, navigation models, information architecture, database structures, content management systems, third party applications, software engineering, functionality and other generic components used in the Website design and hosting the Website;

“Subscription Fees” means the subscription fees as specified in the Quotation payable by the Client to CTCentral;

“Terms” has the meaning set out in clause 2.2;

“CTC Toolbox” means proprietary software created by CTCentral including that which enables the Client to update the Website;

“CTCentral” means Craig Tarlton trading as CTCentral whose office is CTCentral, Sarisbury Building, Suite 5, 180 Bridge Road, Sarisbury Green, Southampton, SO31 7EH

“Visitor” means a third party who has accessed or viewed the Website, or other external website as considered by clause 4.4, via the Internet;

“Website” means the website created by CTCentral at the Domain Name;

“Web Pages” means pages on the Website;

## 2. Introduction

2.1. The Client wishes to establish a new website at the Domain Name.

2.2. CTCentral is engaged in business as a website developer and has agreed to supply and host a Website for the Client upon these terms and conditions (“Terms”).

2.3. The Services are bespoke to the Client and therefore the statutory cooling off period in the Distance Selling Regulations does not apply to this Contract.

### **3. Duties of CTCentral**

3.1 In consideration of appropriate payment by the Client, as specified in clause 5, and subject to the Terms, CTCentral agrees:

3.1.1 to develop and deliver the Website, and provide such other Services, as set out in the Contract;

3.1.2 to advise the Client in relation to the Website design and the production of the Web Pages;

3.1.3 to provide Website hosting; and

3.1.4 to provide access to CTC Toolbox to enable the Client to update the Website if mentioned in the Quotation.

3.2 Where the Client has engaged third party suppliers in the provision of brand identity, design and other material, the delivery obligations set out in Clause 3.1 will be conditional on the third parties supplying such material. The services supplied by third party suppliers shall be supplied in accordance with the relevant third party's standard terms.

3.3 The Website has limited bandwidth which means that only a certain amount of information is capable of being downloaded from the Website. Additional bandwidth can be purchased for an additional fee by contacting your Account Manager.

3.4 In the event that CTCentral agrees, for an additional fee, to provide search engine optimisation for the Client, no warranty is given as to the Website's placement or ranking on any search engines.

3.5 CTCentral will provide the Client with an expected date to complete the Website design process. Where an expected date is given this shall only be an estimate.

### **4. Duties of the Client**

4.1 The Client will deliver Client Material for use in accordance with the Contract in the agreed format and will update it when necessary. The Client shall be responsible for the accuracy and completeness of the Client Material and the Website content and confirms that it either owns the Client Material or has all necessary third party licences in relation to the Client Material.

4.2 The Client will provide CTCentral with access to, and use of, all information, data and documentation reasonably required by CTCentral for the performance by CTCentral of its obligations under the Contract.

4.3 The Client warrants that he/she/it has provided true accurate, current and not misleading information about themselves in the initial and subsequent registration forms. This information will include an email address that will be used for the client account.

4.4 At the Client's request, CTCentral may provide, from time to time, Services in connection with third party websites. In the event CTCentral undertake to provide such Services, the Client shall be required to accept (and authorise CTCentral to accept on the Client's behalf) that third parties' terms and conditions of use. Any profile or site created for the Client by CTCentral on the third party website shall be the sole responsibility of the Client following completion of the relevant Services, and CTCentral shall have no responsibility whatsoever for the ongoing use of the profile or site, including in respect of the ongoing monitoring of the profile or site, any settings (including security settings) on the profile or site, or any posts or contributions uploaded by Visitors to the profile or site.

### **5. Charges & Fees**

5.1. The fees will be specified in the Quotation and/or agreed in writing from time to time with the Client and will include a Setup Fee and an ongoing Subscription Fee.

5.2. The Setup Fee shall become payable upon acceptance of the Contract. In the absence of express acceptance of the Contract by the Client, acceptance shall be deemed to have occurred upon payment of the Setup Fee. For the avoidance of doubt the Setup Fee shall be non-refundable and shall not be returned to the Client in the event the Client changes their mind, wishes to discontinue with the development of the Website, or for any other reason.

5.3. The Client shall be required to set up a direct debit mandate for the payment to CTCentral of the ongoing Subscription Fees and any additional fees (such as Support Ticket fees as specified in Clause 5.12) payable in respect of Services provided to the Client. Unless otherwise specified in the Quotation, the Subscription Fees are payable by the Client to CTCentral quarterly in advance by Direct Debit.

5.4. The Website will only be published live on the Domain Name once full payment of the Setup Fee has been made.

5.5. Any Deposit paid to CTCentral shall be a contribution towards the Setup Fee and, to the extent possible, the Subscription Fees. The Deposit shall be non-refundable.

5.6. Upon delivery of an invoice the Client shall pay all amounts due in full and without deduction set off or counterclaim. Payment shall be due within 29 days from the date of the invoice. When accounts become overdue interest will be payable on the amount outstanding at a rate of 8% per month above the base lending rate of NatWest Bank plc.

5.7. If a payment is not received after 29 days then CTCentral reserve the right to:

5.7.1 suspend access to CTC Toolbox, to the Website and to the Email Accounts;

5.7.2 refer to a Debt Collection Agency in which case the Client shall be liable for, and shall indemnify CTCentral against, all charges and fees incurred in the full recovery of such amounts due; and

5.7.3 charge and recover all other costs incurred in connection with the pursuance and/or recovery of outstanding payments from the Client.

5.8. All payments payable to CTCentral shall become due immediately upon termination of the Contract notwithstanding any other provision.

5.9. The Client shall pay to CTCentral all fees and monies which are due and payable under this Contract, without any right to set-off, abatement or withholding, unless CTCentral agree otherwise in writing or the Client has a valid Court order requiring an amount equal to such deduction to be paid by CTCentral to the Client.

5.10. Prices are quoted exclusive of VAT as CTCentral is not VAT registered.

5.11. CTCentral reserve the right to amend, alter or change the Terms of this agreement including in respect of the Subscription Fees, or such other fees, payable subject to giving the Client one month's written notice, or if such change is urgently required on such reasonable notice as CTCentral are able to provide (for the avoidance of doubt, for the purpose of notice under this Clause 5.11 email shall be deemed a valid method of notice). In the event CTCentral provide notice under this Clause 5.11, the Client shall be entitled to terminate the Contract on 30 days written notice. In the event no such notice of termination has been received, the Client shall be deemed to have accepted such amendment, alteration or change to the Terms.

5.12. After the Website has gone live then changes to the Website design completed by CTCentral on behalf of the Client will be charged at CTCentral's standard hourly rate notified to the Client from time to time. Billing will be in units of 15 minutes. For the purpose of clarity the Client has gone live when the Website is no longer hosted on a development site and can be viewed from the Domain Name. Such work will be tracked using the CTCentral Support Ticket System. The Client will be sent an email on the creation, modification and closing of work monitored by a Support Ticket. Support Ticket fees will be payable by Direct Debit quarterly in arrears.

5.13 CTCentral reserves the right to charge and pass on to the Client, and the Client shall pay, any unforeseen costs and/or other charges CTCentral incurs as a result of the clients breach of these Terms or resulting from any request by the Client to provide services outside the scope of these Terms. In addition to the foregoing, CTCentral reserves the right to charge such reasonable administration charges in respect of administering the above as it deems fair, reasonable and necessary. An example of when such charges shall be applied would be when a Client's Direct Debit is returned unpaid.

5.14 Any Materials included on the Website will be created at 72dpi which is not suitable for printing. On request CTCentral may convert this to 300dpi for a fee to be agreed.

## **6. Intellectual Property Rights in the Website**

6.1. Copyright in visual design work in the Website created by CTCentral for the Client will transfer to the Client as soon all fees and charges have been paid to CTCentral by the Client.

6.2. The Client grants to CTCentral a royalty-free, world-wide, non-exclusive licence to use the Client Material. For the avoidance of doubt, these Terms do not transfer or grant to CTCentral any right, title, interest or Intellectual Property Rights in the Client Material.

6.3. CTCentral may make such copies of the Client Material and Website content as may be necessary to perform its obligations under the Contract, including back up copies of the same. Upon termination or expiration of the Contract, CTCentral will destroy such copies and other materials provided by the Client.

6.4. The Client shall indemnify CTCentral against all loss, damages, costs and expenses arising as a result of any action or claim that the Client Materials, or any Domain Name supplied by the Client, infringe the Intellectual Property Rights, or other

proprietary rights, of a third party.

6.5. CTCentral:

6.5.1. may use any work created by CTCentral for the Client for the purposes of promoting its own business; and

6.5.2. retains the copyright in any material contained in any demonstration website created for the Client.

6.6. All Intellectual Property Rights in the Software shall be the property of CTCentral, and CTCentral hereby grants to the Client a non-exclusive licence of such Intellectual Property Rights for the purpose of using the Website.

## **7. Intellectual Property Rights in The Toolbox CMS**

7.1. CTCentral grants to the Client and its employees, agents and third party consultants and contractors, a royalty-free, world-wide, non-transferable, non-exclusive licence to use The Toolbox CMS in object code form only, in accordance with these Terms.

7.2. The Toolbox CMS and any Intellectual Property Rights in the Toolbox CMS are the property of CTCentral. Save for the licence at Clause 7.1 above, the Client is not authorised to use The Toolbox CMS or any of the Intellectual Property Rights in The Toolbox CMS without the prior written consent of CTCentral. The Client's use of the Services confers no title or ownership in The Toolbox CMS and is not a sale of any rights in The Toolbox CMS. All ownership rights remain in CTCentral.

## **8. Domain Names**

8.1. Where the Domain Name is registered by CTCentral, the Client is the legal owner of the Domain Name.

8.2. Additional Domain Names can be purchased for a fee. In the event that the Client has supplied an incorrect Domain Name, the Client will be liable for any fees incurred in registering a replacement Domain Name.

8.3. If the Client has supplied a Domain Name itself or through a third party, CTCentral shall not be responsible for dealing with any renewals in relation to that Domain Name.

8.4. The Client grants usage rights in the Domain Name to CTCentral for the purpose of hosting the Website, provision of any Email Accounts and any other Services for the duration of the Contract.

8.5. In the event of termination of the Contract, all usage rights in the Domain Name will cease and revert to the Client once all charges and fees due to CTCentral have been paid by the Client.

8.6. CTCentral reserve the right to charge the Client a standard fee in the event the Client requests that CTCentral transfer a Domain Name after termination of the Contract. For the avoidance of doubt, subject to all fees payable under the Contract being paid in full, there will be no fee charged to transfer a Domain Name prior to termination of the Contract.

8.7. After termination of the Contract it is the Client's responsibility to request a transfer to a new host before the domain name expires. CTCentral will not renew any domain name after the termination of the contract.

## **9. Project Management**

9.1. CTCentral will nominate an Account Manager who will respond to the Client's enquiries and manage the provision of the Services ("the Project").

9.2. The Client will nominate its Project Co-ordinator who will co-ordinate with the Account Manager and provide the information and documentation for the proper performance of the Project.

9.3. CTCentral offers to the Client technical support by telephone and email between the hours of 9am to 5.30pm Monday to Friday, excluding bank holidays. CTCentral's systems are monitored 24 hours per day to ensure maximum system uptime. However, the client should notify CTCentral if they are aware that their Website has become unavailable.

## **10. Variation & Change Control**

10.1. No variation to any Contract or to these Terms shall be effective unless it is in writing, refers specifically to the Contract in question or these Terms (as applicable) and is executed by a duly authorised representative of both parties.

10.2. In the event that the Client wishes to vary or extend the Services to be provided under any Contract then the Client shall submit its request in writing ("Change Control Notice") and CTCentral shall be free to accept or reject such Change Control Notice upon such terms as it may specify. It is acknowledged by the Client that if a Change Control Notice is submitted by the

Client, then CTCentral reserves the right to make its acceptance of such Change Control Notice subject to the Clients agreement to an increase in the fees charged and an extension of the time for completion of the Services.

## **11. Operation of The Toolbox CMS**

11.1. The Client is responsible for transactions effected on The Toolbox CMS, including but not limited to transactions executed using CTCentral' Software and Services available on or through The Toolbox CMS. The Client is responsible for adding text and images to its Website, accepting orders from its own Visitors, clearing credit card details, collecting payment and fulfilling orders. Other than hosting The Toolbox CMS, CTCentral shall take no part in and have no responsibility or liability for such transactions and accordingly the Client represents and warrants that it shall:

11.1.1. agree its own contract terms with Visitors and perform those contracts in accordance with their terms and with all legal requirements;

11.1.2. comply with the Data Protection Act 1998 ("the Act") including the data protection principles set out in the Act;

11.1.3. indemnify and hold CTCentral harmless from and against any and all claims, damages and costs arising out of any claim brought by any third party that its use of the Toolbox CMS, or the content of the Website infringes Intellectual Property Rights of any third party.

11.2. CTCentral shall be responsible for the hosting and maintenance of The Toolbox CMS. CTCentral will use its reasonable endeavours to keep The Toolbox CMS and the Website available on the internet twenty-four hours a day. However CTCentral cannot guarantee against interruption of service for local or national technical reasons, breakdowns, or for other reasons within or outside the control of CTCentral.

11.3. CTCentral may interrupt the hosting services to perform emergency or necessary maintenance at any time. CTCentral shall use its reasonable endeavours to keep any service interruptions to a minimum.

11.4. The Client accepts that CTCentral cannot ensure that The Toolbox CMS or any client website in all respects is visible in all browsers and versions of these browsers. CTCentral shall use its reasonable endeavours to ensure that the Websites are visible in most modern web browsers.

11.5. CTCentral reserves the right at any time and without notice to remove any Client content from Websites if it reasonably believes that the Client content or link would put the Client in breach of any law, moral code, reasonable web practice or otherwise would be detrimental to the interests of CTCentral or the goodwill of CTCentral.

11.6. CTCentral will use its reasonable endeavours to preserve the privacy of The Toolbox CMS. However the responsibility for maintaining security to the account and Website via The Toolbox CMS rests with the Client who also takes responsibility for anyone whether or not authorised who uses their username and password to access The Toolbox CMS.

## **12. IP Addresses**

12.1. CTCentral will maintain control and ownership of the IP address that is assigned to the Client as part of the Services. CTCentral reserves the right to change or remove IP addresses, using its reasonable endeavours to avoid undue disruption for the Client.

## **13. Data Transmission**

13.1. CTCentral may collect, hold, control, use and transmit data obtained from and about the Client and Visitors to the Website in the course of providing the web hosting services and the Website, or other Services provided under the Contract. By accepting this agreement the Client agrees to such data being so used and further agrees that it may be transmitted to others in accordance with CTCentral' registration under the Act.

## **14. Acceptable Use Policy**

14.1. The Client must comply with the following Acceptable Use Policy ("Policy") for the Website and/or other Services provided by CTCentral.

14.2. The Client or those acting on his/her/its behalf must not use the Services to obtain unauthorised access to any computer, system or network. Unlawfully accessing or damaging data in a computer is not only a breach of the Policy but it may also be a criminal offence punishable by fine, imprisonment or both. The Client must not (without prior authorisation):

14.2.1. access or use any data, systems or networks;

14.2.2. probe, scan or test the vulnerability of a system or network;

14.2.3. breach any security or authentication measures for a system or network; or

14.2.4. attempt to gain access to the account of any other user.

14.3. The Client must not use the Services in a manner which interferes with the rights of other users or which breaches Internet etiquette. The Client must not:

14.3.1. monitor data or traffic on any network or system without the authorisation of the owner of the network or system to do so;

14.3.2. forge any TCP-IP packet header, any part of the header information or an email source address in an email or newsgroup posting;

14.3.3. provide false user information to CTCentral or other users;

14.3.4. send large amounts of unsolicited or unwanted email to individuals or individual business accounts;

14.3.5. gain access to a person's private information (or attempt to do so); disobey the rules of any newsgroup, forum, email mailing list or other similar group; or

14.3.6. post the same or similar messages to one or more newsgroups (including by excessive cross-posting or multiple-posting, also known as 'spam').

14.4. The Client must not use the Services in a manner that may interfere with the technical operation of the Services or any other computer, system or network.

14.5. The Client must not attempt to interfere with the regular workings of CTCentral' systems or network connections. CTCentral may override any attempt by the Client to specify a particular traffic routing pattern. The Client must not impair the ability of other people to use CTCentral' systems or the Internet.

14.6. The Client must not use the Services as a staging ground to disable other systems.

14.7. In using the Service, the Client must not break any laws or infringe the rights of other persons. For example, the Client must not:

14.7.1. distribute or make available any abusive, obscene, defamatory or pornographic material;

14.7.2. distribute or make available any material which would be classified R or X (or refused classification) by the Classification Board; or

14.7.3. copy any material if you do not have the owner's permission to do so.

14.8. To detect and deal with breaches of the Policy, CTCentral may take the following actions:

14.8.1. CTCentral will co-operate with other Internet service providers to control unacceptable user behaviour.

14.8.2. CTCentral may give details of users who are suspected of breaking any laws in connection with the use of the Services to the police and to other law enforcement agencies.

14.8.3. CTCentral may implement technical mechanisms to prevent behaviour which breaches this Policy (for example, which block multiple postings before they are forwarded to their intended recipients).

14.8.4. CTCentral may exercise any rights it has under its Contract with the Client whose account is being used in breach of this Policy. Such rights include the right to suspend or terminate the Client's use of the Services.

14.8.5. CTCentral may take any other action it deems appropriate, including taking action against offenders to recover relevant costs and expenses.

## **15. Restrictions**

15.1. The Client acknowledges and agrees that any demonstration website created by CTCentral for the Client is created for demonstration purposes only and will not be used by the Client for public view.

15.2. The Client represents, covenants and warrants that he/she/it will use the Services only in compliance with these Terms and all applicable laws applicable in any Court in the jurisdiction which the Client operates its business (including but not limited to policies and laws related to spamming, privacy, obscenity or defamation). The Client agrees to indemnify and hold harmless

CTCentral against any damages, losses, liabilities settlements and expenses (including without limitation costs and reasonable legal fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise arising from or relating to the Client's use of the Services. Although CTCentral has no obligation to monitor the content provided by the Client or the Client's use of the Services, CTCentral may do so and may remove any such content or prohibit any use of the Services it believes may be (or is alleged to be) in violation of the foregoing.

15.3. Email messages sent by the Client as part of an email circulation list must contain an "unsubscribe" link that allows visitors to remove themselves from the Client's mailing list and a link to the current Email Privacy Policy. The Client acknowledges and agrees that he/she/it will not remove, disable or attempt to remove or disable either link.

15.4 Bulk email messages sent by the Client must be sent via a newsletter mailing system and in no circumstances will such emails be sent from a standard email account. Standard email mailboxes are limited to sending to 150 recipients of the same message in any 24 hour period.

15.5. CTCentral, at its own discretion, may disable the Client's access without refund to the Services if the Client violates any of the restrictions contained in this Clause 15.

15.6. The Client represents warrants and undertakes that the Content and/or any site linked to The Toolbox CMS:

15.6.1. will not contain obscene indecent or unlawful material nor will sell or offer to sell pornographic, escort services, illegal goods, drugs, pirated computer programming or instructions on how to assemble or otherwise make bombs grenades or other weapons;

15.6.2. will not contain material that exploits children;

15.6.3. will not contain material that infringes the copyright trademark, database patent, moral or any other intellectual property rights of any third party;

15.6.4. complies with all applicable laws;

15.6.5. will not contain defamatory libellous or any other untrue material;

15.6.6. will not contain any computer virus; and

15.6.7. will not contain any material likely to harm the reputation or goodwill of CTCentral.

15.7. If in the opinion of CTCentral any Content on The Toolbox CMS or Website contravenes or otherwise puts the Client in breach of the above then CTCentral may (without prejudice to other rights and remedies available to it) remove either the Content or the relevant Client link.

15.8. Should CTCentral deem that a particular Client is monopolising the Services available from CTCentral' server or The Toolbox CMS, then CTCentral shall have the right to suspend the operation of that Client's Website and the Client's access to the Toolbox CMS. Clients may be offered continued service on payment of an appropriate additional fee.

15.9. The Client agrees that he/she/it will not upload any malicious code.

15.10. The Client undertakes that he/she/it will not carry out or attempt any reverse engineering on the CTCentral' Software.

15.11. CTCentral' e-mail service is subject to additional terms and conditions which can be provided on request.

## **16. Limitation Of Liability**

16.1. All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from the Contract.

16.2. Nothing in these Terms excludes or limits the liability of CTCentral for:

16.2.1 death or personal injury caused by CTCentral' negligence; or

16.2.2 fraud or fraudulent misrepresentation; or

16.2.3 for any other liability that cannot lawfully be excluded by law.

16.3. Subject to clause 16.2, the maximum liability of CTCentral to the Client in contract, tort (including negligence or breach of statutory duty), misrepresentation, or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be £1000.

16.4 Subject to clause 16.2, CTCentral shall not be liable to the Client, whether in contract (whether by way of guarantee, warranty, or indemnity or otherwise), tort (including negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise in respect of the contract for any:

16.4.1. indirect or consequential loss or damage;

16.4.2. loss of profit;

16.4.3. loss of business or depletion of goodwill, for consequential compensation;

which arise out of or in connection with the Contract.

## **17. Termination**

17.1. Either party can terminate this Contract on giving 3 months' notice in writing to the other party. Termination by notice under this clause does not avoid any liability for Service already provided.

17.2. In the event of cancellation of this Contract the Client shall indemnify CTCentral in full against all loss, costs, charges and expenses incurred by CTCentral up to the date of termination.

17.3. In the event the Client terminates this Contract under clause 17.1 above, the Client shall not be entitled to receive, and no refund shall be made in respect of, any fees paid in advance by the Client to CTCentral.

## **18. Breach of Contract**

18.1. CTCentral may terminate any Contract made under these Terms immediately by notice in writing to the Client in the event that:

18.1.1 the Client commits a material breach of these Terms which in the case of a breach capable of remedy, fails to remedy the breach within 14 business days after written notice to do so; or

18.1.2 CTCentral believes the Website or The Toolbox CMS is being used in a manner prohibited under clauses 14 or 15; or

18.1.3 the Client (being a company) passes a resolution for winding up (otherwise than for the purposes of solvent amalgamation or reconstruction) or a court makes an order to that effect or has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed at over any of its assets or becomes subject to insolvency laws in any jurisdiction; or

18.1.4 the Client (being a partnership or an incorporated association) is dissolved; or

18.1.5 the Client (being a natural person) dies or becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or

18.1.6 the Client ceases or threatens to cease to trade.

18.2 Upon termination in accordance with this clause, all sums owed to CTCentral shall become due and payable by the Client and CTCentral shall further be entitled at its option to treat as cancelled all future obligations to be performed by it under these Terms or to suspend work on any proposal without prejudice to any other rights which it may have. For the avoidance of doubt, in the event CTCentral terminates this Contract under clause 18.1 above, the Client shall not be entitled to receive, and no refund shall be made in respect of, any fees paid in advance by the Client to CTCentral.

18.3 All accrued rights and any undertakings, representations and warranties made under these Terms or in connection with these Terms shall survive termination and continue in force.

18.4 If CTCentral suspends the Contract, CTCentral can refuse to restore the Contract until CTCentral receives an acceptable assurance from the Client that there will be no further breach of this Contract.

## **19. Assignment**

19.1. The Client may not assign any Contract without CTCentral' prior written consent. Each Contract is between the Client and CTCentral as principals but CTCentral may without consent, assign or sub contract any or all of CTCentral' rights and obligations under a Contract.

## **20. Website Link**



20.1. The Client shall allow CTCentral to add a link to CTCentral on each page of the Client's Website, and to include a footer identifying the role of CTCentral as web designer.

## **21. Force Majeure**

21.1 CTCentral shall be under no liability for any delay or failure to perform its obligations under any Contract if such delay or failure is caused directly or indirectly by any act or circumstances beyond its reasonable control including, but not limited to, an act of god, legislation, war, terrorism, fire, drought, inclement weather, failure of power supply, lock-out, strike or other action taken by employees on contemplation or furtherance of a trade dispute or owing to any inability to procure materials required for the performance of the Contract.

## **22. Governing Law And Jurisdiction**

22.1 These Terms and any Contract created hereunder shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

## **23. Confidentiality**

23.1 The Client shall keep in confidence any confidential information relating to the Contract obtained from CTCentral and must not disclose such information without CTCentral' written consent, even after termination of the Contract.

## **24. General**

24.1. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24.2. This Agreement is drawn up in the English language. If this Agreement is translated into another language, the English language text shall in any event prevail.

24.3. If any of these Terms (or part of a Term) is found by any Contract or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

24.4 Any indulgence granted by CTCentral and any failure by CTCentral to insist upon strict performance of any Contract or the Terms shall not be deemed a waiver of any of CTCentral rights or remedies nor be deemed a waiver of any subsequent default by CTCentral.

24.5 The parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

## **25. Acceptance**

25.1 The Client agrees not to use the Toolbox CMS without having read and accepted these Terms.