

## TERMS AND CONDITIONS

These Terms and Conditions apply to the supply of services (excluded hosting) provided by Enterprise AB Ltd and its partners.

### 1. Definitions

- 1.1 “Client” means any person or company ordering services
- 1.2 “EAB” means Enterprise AB Ltd., of The Old Pump House, 1a Stonecross, St Albans, AL1 4AA.
- 1.3 “Service” means the service to be performed or provided by EAB as set out in the Proposal.

### 2. The Service

- 2.1 EAB hereby agrees to provide and the Client hereby agrees to accept the Service in accordance with the terms set out in the Proposal and the terms and conditions contained herein.

### 3. Timescales

- 3.1 EAB will use reasonable endeavours to meet target timescales but cannot be held responsible for delays incurred as a result of the Client failing to provide information required by the agreed deadlines.

### 4. Variations

- 4.1 The Client may request and EAB may recommend changes to the scope and/or content of the Service and/or the timescales for its completion. Such requested or recommended variations should normally be made and subsequently agreed by both parties in writing.

### 5. Price and Payment

- 5.1 In consideration of the provision of the Service, the Client shall pay EAB the price shown on the Proposal by stages as indicated thereon.
- 5.2 When a quotation or an estimate has been issued, the price shall be varied in the event that:
  - (a) the Client requests changes to the Service (see 4.1 above); or
  - (b) EAB incurs extra costs or idle time by reason of delays occasioned by the Client in which event EAB shall be entitled to make reasonable additional charges on the Client.
- 5.3 Payment will become due on the date of issue of the invoice. EAB will invoice the Client on completion of the payment stages as shown on the proposal. Other

charges (if any) will be invoiced at the end of the month in which the expenses were incurred.

- 5.4 If the client fails to make due payment within thirty (30) days of the invoice date, EAB shall be entitled to refuse to perform the Service and have a Statutory Right under The Late Payment of Commercial Debts (Interest) Act 1998 to charge the Client daily interest on the overdue amount at the Bank of England base rate plus eight (8) percent.

## 6. **Warranty and Liability**

- 6.1 EAB warrants that EAB will carry out the Service with reasonable care and skill. All other warranties, representations, conditions and terms, whether express or implied statutory or otherwise are hereby excluded save where not capable of exclusion by law.
- 6.2 EAB shall not be liable in contract, tort or otherwise for any delay, act or omission in the carrying out of the Service or for any information or advice provided in the course of or as part of the Service or otherwise by EAB save where such exclusion of liability shall be prohibited by law.
- 6.3 EAB's liability for any and all claims whether in contract, tort or otherwise and whether related to any one event or series of connected events shall not exceed the price of the Service set out in the Proposal save and to the extent that exclusion of or limitation of liability shall be prohibited by law.  
In no event shall EAB be liable for any incidental or consequential damages, loss of use, loss of data, loss of business or loss of profit.
- 6.4 Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Enterprise AB Ltd cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

## 7. **Termination**

- 7.1 Where all or part of the Service is for a specific period of service paid in advance by the Client, EAB will advise the Client of the date whereby such renewal of service may be terminated without cost. If no notice to terminate is received by EAB by such date then the fees for such service will remain payable and no refund may be given in the event of termination.