

## TERMS AND CONDITIONS OF BUSINESS

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### 1. Definitions

**Customer:** means the individual or body corporate to whom Arepo may agree to supply Products under these terms and conditions.

**Arepo:** means Arepo Solutions Limited of Rapier House, 40-46 Lambs Conduit Street, London WC1N 3LJ.

**Products:** means the goods and/or services supplied or to be supplied to the Customer by Arepo.

### 2. Application and Variation of Terms

All orders for Products are accepted only on these terms and conditions. No amendment will be effective unless in writing signed by authorised representatives of both parties.

### 3. Law

These terms and conditions shall be governed by English Law and subject to the non-exclusive jurisdiction of the English Courts.

### 4. Agreement/Formation of Contract

Arepo will carry out work only where an agreement is provided either by email, telephone, mail or fax.

Arepo will carry out work only for customers who are 18 years of age or above. An 'order' is deemed to be a

written or verbal contract between Arepo and the customer; this includes telephone and email agreements.

Specific tasks to be completed should be formally requested by the customer via purchase orders or similar. These documents

will be used as a confirmation of the request of work and as a reference on the invoices sent to the customer on completion of the work.

Delays incurred by the customer in sending purchase orders, material and any other documents or information necessary to  Arepo for the completion of the work will result in delays in the delivery of the work. Arepo shall  not be liable for these delays and reserves the right to charge the customer for any hours of work wasted because of these  delays. Repeated delays may result in termination of contract or suspension of service.

### 5. Payment

Payment is due on the dates set out in Arepo's Payment Schedule or otherwise notified in writing to the Customer.

A deposit is required with any project before any design and development work is carried out.

### 6. Delivery, Performance and Acceptance

Delivery and/or performance times are estimates only and time shall not be of the essence. No claim for non-delivery of Products will be accepted unless notified promptly in writing.

Any claim under the Warranty set out in Clause 11 must be notified in writing within 30 days of delivery of Product.

### 7. Acceptance

The customer shall declare acceptance of each completed task within 10 days after delivery, if it is considered satisfactory and meeting the provisions of the task definition in the contract. After this delay, Arepo will consider that the completed task has been accepted.

## 8.. **Invoices and Payment**

Once a program, database or website has been designed and completed the final balance of payment is then due in accordance with our payment

terms. There are no exceptions to this. If, after the customers have commissioned the work and paid a deposit, they decide they no longer want the site, they are still obliged to pay for the work that has been done. Non-payment will result in legal action being taken if necessary.

Arepo will send an invoice to the customer on delivery of the completed work.

Any outstanding accounts for work carried out by Arepo must be paid in full no later than 30 days from the date of the invoice unless by prior agreement with Arepo.

Once work is completed, the customer is obliged to pay the balance of payment in full. Arepo will contact customers via post, email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or Arepo has not been contacted regarding the delay, access to the related website may be denied and web pages removed. Arepo will then pass such cases to the Small Claims Court to pursue payment. Non- payment can result in county court judgements being added to the customer's credit rating.

Following consistent non-payment of an invoice, Arepo's Solicitors will contact the customer in question with a view to taking the matter further and if need be to seek payment through legal procedures and court summons.

Repeated delays for payments may result in termination of contract or suspension of service.

## 9. **Subsequent Amendments Charges**

Arepo will charge for regular updates or subsequent site amendments not included in the contract. A quotation of the costs involved will be given before commencement of any work.

Arepo reserves the right to pass on to the customer any excess charges it receives for late payment of invoices for services supplied to the customer including any interest charges from banks or other financial institutions.

Late payment shall entitle Arepo to charge interest at the rate of 4% over the then current base-lending rate of Barclays Bank Plc.

## 10. **Retention of Title**

The Products shall remain the sole and absolute property of Arepo until such time as the Customer shall have paid to Arepo the agreed price together with the full price of any other goods the subject of any other contract with Arepo.

Until such payment the Customer shall be in possession of the Products solely as bailee for Arepo and in a fiduciary capacity and shall store the Products in such a way as to enable them to be identified as the property of Arepo.

Arepo reserves the immediate right of repossession of any Products to which it has retained title as aforesaid which right shall become exercisable if the Customer shall exceed its credit limit without Arepo's prior written authority; or become unable to pay its debts as they fall due and for this purpose the Customer hereby grants an irrevocable right and license to Arepo its servants and agents to enter upon it premises with or without vehicles during normal business hours. Thereafter Arepo reserves the right to redistribute the said goods. The rights conferred on Arepo by this subparagraph shall continue to subsist notwithstanding the termination of this agreement for any reason and is without prejudice to any accrued rights of Arepo under this Agreement or otherwise.

#### 11. **Warranty**

Arepo warrants that the Product will materially comply with the terms of Arepo's written specification. Any hardware sold by Arepo will be subject to the terms of any relevant manufacturer's warranty.

All other warranties express or implied are hereby expressly excluded, save that nothing in these terms and conditions shall exclude liability for personal injury or death incurred by the negligence of Arepo, its employees or subcontractors.

#### 12. **Software Licenses**

Any scripts, applications, programs or software (unless specifically agreed) written by Arepo remain the copyright of Arepo and may not be commercially reproduced or resold without the permission of

Arepo.

Any Product or part of Product which is software is sold subject to the terms and conditions of the relevant software licence and which has either been packaged with the software sold or has been separately been provided to the Customer.

In the event of any conflict between these Terms and Conditions and the terms of any Software Licence, the terms of the Software Licence shall prevail.

#### 13. **Copyright**

Arepo cannot take responsibility for any copyright infringements caused by materials submitted by the customer. Arepo reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Arepo reserves the right to refuse to handle in any way materials that may be deemed offensive, illegal or in any way controversial and also to terminate the hosting service should the necessity arise.

#### 14. **Intellectual Property**

Arepo may provide during the course of the service, modules, applications or software code that it has previously developed which are central to the development and conclusion of any project or service. The rights to re-use, modify, redistribute, and make publicly available any such items will remain with Arepo at all times.

#### 15. **Responsibilities**

Where Arepo is required to perform Services at the Customer's premises the Customer shall ensure that all reasonably necessary facilities are made available to Arepo.

Arepo has no control of, or responsibility for the content of the customer's website. Arepo does not verify any of the information contained therein, and in no way approves or endorses any content or material contained within the customer's website.

#### 16. **Testing**

Arepo cannot take responsibility for any losses incurred by the use of any software created for the customer. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the customer in ensuring that all software is functioning correctly before use.

The customer is expected to test fully any application or programming relating to a site developed by Arepo before it is made generally available for use. Where "bugs", errors or other issues are found after the site is live and during the period of the contract, Arepo will endeavour (but is not obliged) to correct these issues to meet the standards of function outlined in the contract.

**17. Compatibility**

Arepo will use reasonable endeavours to ensure that any developed/designed site or application will function correctly when viewed using the most common web browsers. Arepo does not guarantee that the site will be fully usable on all web browsers and the customer accepts the fact that new or obscure browsers, or the end-user's individual hardware or software configuration may affect visibility or access.

**18. Domain Names and Website Hosting**

Arepo provides domain name registration and management services and web hosting services through a third party agent. Although the domain name and web hosting services agent provides a 99.99% up-time guarantee, Arepo shall not be liable for any failure to register the domain name, or for any delay in so doing which results in the loss of the domain name. Arepo can give no guarantees as to the availability or interruption of the web hosting service and cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

**19. Third-party products and services**

Where customers use a third-party product or service, their relationship is exclusively with the supplier of that product. Although Arepo may introduce these products and services, it is entirely up to the customer to inform themselves as to benefits and risks and to correct usage. Arepo can in no way be held responsible for actions of third parties.

**20. Withdrawal of Service**

Arepo reserves the right to withdraw its services at any time and is in no way obligated to provide further services to its customers.

**21. Termination of Contract**

Any contract formed between Arepo and the customer shall be mutually binding to the terms and conditions set out within this document. Any subsequent misuse of equipment, or non-compliance with any of the regulations and terms as set out shall result in termination of contract or suspension of service.

If the customer chooses to terminate the contract, Arepo will invoice the customer for any work carried out plus any expenses and handling charges incurred to that time. No Product shall be returned without Arepo's prior written consent.

Arepo reserves the right to cancel the contract at any time without prior written notice of such upon finding that any of the terms and conditions set out herein this document or any subsequent revisions thereof have been broken.

**22. Loss of Service**

Arepo accepts no liability for any loss of service, unavailability of files, damage to data, misuse of equipment by third parties, failure of any externally managed equipment or communications devices or other services deemed to be beyond Arepo's control.

**25. Set Off**

The Customer shall not be entitled to set off any sum owed by Arepo to the Customer against monies due to Arepo by the Customer.

**26. Force Majeure**

The parties hereto shall be under no liability for any failure to perform any or all of their obligations hereunder if such failure shall be due to any circumstances beyond the reasonable control of the parties including (without limitation) acts of God or fire flood strike or labour disputes civil commercial sabotage statute order or any regulation of any government public or local authority.

### 23. **Complaints Procedure**

Informal procedure: Anyone who experiences a problem with their web service provided by Arepo should raise the matter directly using the online contact form available on Arepo's website, giving sufficient information to locate the material (such as a URL) and clearly outlining the grounds for complaint. Arepo will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure: The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to Arepo, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within 7 days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

### 24. **Limitation of Liability**

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Arepo shall not be liable for any loss or damage over and above the purchase price of the Products giving rise to the claim.

Arepo shall not be liable for any indirect or consequential loss or damage arising from the Products however such loss or damage may be incurred.

Arepo will not be liable for costs incurred, compensation or loss of earnings caused by the failure to meet agreed deadlines.

Arepo will not be liable for any costs incurred, compensation or loss of earning caused by the unavailability of the site, its servers, software or any material provided by its agents.

Arepo will not be liable or become involved in any disputes between the customer and the customer's customers and cannot be held responsible for any wrongdoing on the part of the customer.

Arepo will not be liable for any costs incurred, compensation or loss or earnings caused by the work carried out on behalf of the customer or any of the customer's appointed agents.

### 27. **Waiver**

The failure by Arepo to enforce at any time any one or more of the terms and conditions of this Agreement shall not be a waiver of those terms or conditions or of the right at any time subsequently to enforceable terms and conditions of this Agreement.

### 28. **Entire Agreement**

This Agreement constitutes the Entire Agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding on the parties unless made in writing and signed by a duly authorised representative of each of the parties.

### 29. **Notices**

All notices which are required to be given hereunder shall be in writing and sent to the address of the recipient. Any such notice may be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered if by first class post forty-eight hours after posting and if by facsimile transmission when despatched.

### 30. **Headings**

The headings to the clauses of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

**31. Privacy Policy**

Arepo is committed to safeguarding the privacy of its customers. Arepo operates a closed policy on publicity and distribution of information and will not at any time divulge customers' name, address, telephone number, account details or electronic mail address to any non-legal third party and will only divulge customers' information to any legal establishment (in accordance with the terms of the Data Protection Act 1998). All information received via e-mail will be deemed private and will never reach any other person outside Arepo.

**32. Changes to terms**

Arepo at all times reserves the right to change the terms and conditions set out herein this document without prior written notice to any of its customers. Any subsequent changes will become applicable immediately and any previous versions of the terms and conditions will be superseded by this new version. Arepo will at all times where reasonably possible make available for viewing its terms and conditions through its corporate website.

**33. Miscellaneous**

Arepo reserves the right to use any site that it designs as an example of its work. A graphical image of the homepage may be used and a link provided to the customer's website, which will appear on the 'Clients' page of Arepo's website. The customer agrees to have a link to Arepo placed on their website. This will blend with the overall site design.