

Interpretation

1.1 In these Conditions:

'CLIENT' means the person named on the Quotation for whom the Supplier has agreed to provide the Specified Service in accordance with these Conditions

'CONTRACT' means the contract for the provision of the Specified Service

'DOCUMENT' includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data

'INPUT MATERIAL' means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service

'OUTPUT MATERIAL' means any Documents or other materials, and any data or other information provided by the Supplier relating to the Specified Service

'QUOTATION' means the sheet to which these Conditions are appended

'SPECIFIED SERVICE' means the service to be provided by the Supplier for the Client and referred to in the Quotation

'SUPPLIER' means ADE Logistics Limited, Anglesey House, Farnborough Road, Aldershot, Hampshire, GU11 3BJ

'SUPPLIER'S CHARGES' means the charges shown in the Quotation or other published literature relating to the Specified Service from time to time

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 Supply of the Specified Service

2.1 The Supplier shall provide the Specified Service to the Client subject to these Conditions. Any changes or additions to the Specified Service or these Conditions must be agreed in writing by the Supplier and the Client and may result in an additional charge.

2.2 The Client shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time during normal working hours to enable the Supplier to provide the Specified Service in accordance with the Quotation. The Client shall ensure the accuracy of all Input Material.

2.3 The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused.

2.4 The Specified Service shall be provided in accordance with the Quotation subject to these Conditions.

2.5 The Supplier reserves the right to engage sub-contractors of its choice for the effective performance of the Specified Service.

2.6 The Supplier reserves the right to make an additional charge if after the completion of the Contract the Client requests further copies of the Output Material.

3 Charges

3.1 The Supplier's Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of the Supplier's invoice. Web Sites, Hosting, Renewal and purchasing of Domain Names is payable in advance and falls outside of our normal terms of supply.

3.2 The Supplier shall be entitled to vary the Supplier's Charges from time to time in the event of increased charges from its suppliers or subcontractors.

3.3 The Supplier reserves the right to request a payment on account of sums to be expended by the Supplier.

3.4 The Supplier shall invoice the Client at regular intervals during the provision of the Specified Service.

3.5 Any queries regarding the invoice must be raised within five working days of receipt as mistakes cannot be rectified after this time.

3.6 In the event of an invoice remaining unpaid after the date due for payment the Supplier reserves the right without prejudice to any other rights it may have, to cease work on the Specified Service forthwith.

3.7 If any payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge a late payment fee and statutory interest under the Late Payment of Commercial Debts (interest) Act 1998 and/or to charge interest on the outstanding amount (both before and after any judgment) at the rate of 8% plus the reference rate per annum.

4 Rights in Input Material and Output Material

4.1 The property and any copyright or other intellectual property rights in:

4.1.1 Any Input Material shall (subject to any such rights of any third party) belong (or continue to belong) to the Client.

4.1.2 Any Output Material shall belong to the Supplier but the Supplier shall assign to the Client any such property or other rights which it may have for no further consideration upon the completion of the Contract (unless terminated by the Supplier pursuant to paragraph 6.1) subject to payment in full of the Supplier's charges and any additional sums payable.

4.2 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Supplier, and all Output Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

4.3 The Client warrants that any Input Material and its use by the Supplier for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement.

4.4 Subject to paragraph 4.2, the Supplier warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Service will not infringe the copyright or other rights of any third party, and the Supplier shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

5 Warranties and Liability

5.1 The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Quotation.

5.2 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

5.3 It is the responsibility of the Client to check the proof prior to acceptance and the Supplier shall not be liable in respect of any errors omissions or changes to the Output Material after acceptance by the Client.

5.4 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Conditions, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provision of the Specified Service, except as expressly provided in these Conditions.

5.5 All orders must be placed in writing and the Supplier shall have no liability for mistakes in the Specified Service where instructions have been given verbally.

5.6 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

6 Termination

6.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

7 General

7.1 These Conditions (together with the terms, if any, set out in the Quotation) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

7.2 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

7.4 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.