

CJA Consulting (UK) Limited Terms and Conditions Website Management Services

This agreement is made between CJA Consulting (UK) Limited, Wilks Farmhouse, Lenham Heath, Maidstone, Kent ME17 2BT and the customer for the provision of services as agreed between the parties all in accordance with the following Terms and Conditions.

All Websites Hosted by CJA Consulting (UK) Limited reside on a Server leased from Netscalibur UK Ltd. As such customers must adhere to the rules governing the use of this server as determined by Netscalibur UK Ltd. Terms and conditions relating specifically to Server Use should be read in conjunction with this document and can be accessed by clicking on the **Server Term & Conditions** button at the foot of this page.

Scope of Supply

The scope of supply may include the registration of Domain Names, Web Site Design, Web Site Hosting, Website Maintenance, Submitting to the Search Engines and any other related service agreed in writing between CJA Consulting (UK) Limited and the Customer. No guarantees are given with regard to the commercial performance of Web Sites designed, hosted or managed by CJA Consulting (UK) Limited.

Accuracy of Information

Unless otherwise agreed in writing the customer will supply all of the text and images to be displayed on their Website.

The customer is responsible for the accuracy, legality, copyright and decency of all information displayed on their Web Site.

CJA Consulting (UK) Limited must be informed immediately if the customer becomes aware of any dispute regarding the validity of information displayed on their Web Site.

Availability of the Service

The CJA Consulting (UK) Limited leased server is designed to give availability of Service 24 hours per day, 7days per week but:-

Access to the Service may be occasionally restricted due to repairs, maintenance or archiving.

CJA Consulting (UK) limited will not be liable for any Service Outage.

Service Outages should be expected.

Limitation of Liability.

The customer acknowledges that:-

CJA Consulting (UK) Limited has no control over the information transmitted to or from the Service and that CJA Consulting (UK) Limited does not ordinarily examine the use to which customers put the Service or the nature of the information they are sending or receiving. CJA Consulting (UK) Limited hereby exclude all liability of any kind for the transmission or reception of information.

CJA Consulting shall not in any circumstances be liable under this agreement or otherwise for any direct or indirect loss, loss of business, revenues, profit or savings; wasted expenditure; corruption or destruction of data; or for any indirect or consequential loss whatever arising from negligence, breach of contract or otherwise.

In any event CJA Consulting (UK) Limited liability in contract, tort or otherwise (including negligence) howsoever arising out of or in connection with this agreement shall in respect to any one or more incidents not exceed the total fees received by CJA Consulting (UK) Limited, from the Customer in the calendar year in which the incident occurs.

The Customer shall indemnify CJA Consulting (UK) Limited against any claims, legal proceedings and expenses (including legal fees), arising from the customer's use of the Service which are brought or threatened against CJA Consulting (UK) Limited by any person or company

Charges and Payment.

Charges for Web Site Services offered by CJA Consulting (UK) Limited will be in accordance with those published on the CJA Consulting (UK) Limited Website. www.cjaconsulting.co.uk

Prices will be reviewed from time to time.

30 days notice will be given for any change of price. Notice of the price change will be published on the CJA Consulting (UK) Limited Website.

All prices are exclusive of VAT.

Terms of payment are 30 days from date of invoice

CJA Consulting (UK) Limited reserve the right to remove a Client's Website from the Server and/or charge interest at 2% above the current bank rate in situations where these terms of payment are not met.

Force Majeure.

Neither CJA Consulting (UK) Limited or the Customer shall be liable for any breach of this agreement caused or substantially contributed to by force majeure.

Law.

These terms and conditions are subject to the Laws of England and Wales and the customer hereby submits to the jurisdiction of the English Courts.