

1 DEFINITIONS AND INTERPRETATIONS

1.1 In these Terms the following definitions apply:

Company	Means Tier One Design LTD TA iManage
Customer	Means any person who buys Goods & Services from the Company;
Goods & Services	Refers to both physical Items and intangible services, including, iManage code and databases, bespoke coding, addons to iManage (both proprietary and third party), app design, database design, as described in the Quotation;
Quotation	Means the document issued by Company setting out (1) a description of the Goods and / or Services (2) the Price (3) any other relevant matters;
Downtime	Refers to that period of time during which the iManage system is not accessible and the customer is not able to receive emails;
Web-servers	Means the computer server equipment operated by the Company in connection with the provision of the goods & services;
Hosted Services	Means web hosting, email, and uploading services provided by the Company;
Price	Means the amount of money, stated in the Quotation, for Goods & Services;
Terms	Means the standard terms set out in these terms and conditions of business;

1.2 Any change to these Terms can be made only through a written agreement between the Company and the Customer.

1.3 Unless authorised in writing by The Company, employees' or agents' representations concerning the Goods & Services are not valid.

1.4 The Company can correct any typographical, clerical, or bona fide error or omission in any sales brochure, quotation, price list, invoice, offer, or acceptance or any other material issued by Company without any liability on the part of the Company.

1.5 If there is any conflict between the Quotation and these Terms, the Quotation shall prevail.

2 APPOINTMENT

2.1 The Customer appoints the Company to provide the Goods & Services as per the Quotation. Only these Terms shall apply to the Goods & Services set out in the Quotation.

3 THE QUOTATION

- 3.1 The quantity, quality & description of the Goods & Services shall be as per the quotation.
- 3.2 It is the sole responsibility of the Customer to ensure the Goods & Services set out on the quotation / Order Form meet Customer's requirements.
- 3.3 The Company may make changes to the Goods & Services in order to conform to any legal requirements or which do not materially affect their quality or performance.

4 PRICE AND PAYMENT

- 4.1 The Price does not include VAT, transport, packaging, and insurance charges. The Customer shall pay all these charges where applicable in addition to the Price at the rate prevailing on the date of the invoice.
- 4.2 If, due to the reasons beyond the control of the Company, the cost of providing Goods & Services increases, Company may before delivery increase the Price of Goods & Services.
- 4.3 The Company shall invoice the Customer for the Goods & Services normally in arrears. However standard practice is to ask for deposit on web services & installations
- 4.4 Unless the subject of a genuine dispute, which needs to be raised within 5 working days of the invoice, the customer shall pay the Price within 30 calendar days of receipt of the invoice.
- 4.5 All amounts due under these Terms shall be paid in full without any deduction or withholding and neither party shall be entitled to assert any credit, set-off or counterclaim against the other party in order to justify withholding payment of any such amount in whole or in part.
- 4.6 If the Customer fails to make any payment in full on the Due Date, the Company shall charge interest on the outstanding amount on a daily basis at the rate of 8% above the prevalent base rate of Barclays Bank PLC from the due date until the date of payment, whether before or after judgment.

5 DELIVERY OF GOODS & SERVICES

- 5.1 The Customer will collect the Goods & Services from the Company's premises at any time after the Company has notified the Customer that Goods & Services are ready for collection.
- 5.2 Any dates quoted for delivery of Goods & Services are approximate and the Company shall not be responsible for any delay in delivery of the Goods & Services however caused. Unless agreed in writing in advance by the Company time for delivery shall not be of the essence.
- 5.3 The customer shall at its own expense supply all necessary information and materials required by the Company to provide the Goods & Services in time.

6 OWNERSHIP AND RESPONSIBILITY

- 6.1 Ownership of any consignment of the Goods & Services shall not pass to the Customer until the Company has received payment in full of all sums due to it in respect of all consignments of the Goods & Services delivered to the Customer.

- 6.2 Until ownership in the Goods & Services passes to the Customer, the Customer shall hold the Goods and Services on behalf of the Company, take all reasonable steps to prevent any damage or deterioration, keep them fully insured, not sell or part with their possession, and keep them free from any mortgage, charge, lien or other encumbrance.
- 6.3 Despite clauses 6.1 & 6.2, the Company may bring an action against the Customer for the price of the Goods & Services if the Customer fails to pay for them in full by the Due Date.
- 6.4 If the customer fails to pay invoices within 28 days past the due date & there has been no attempt to resolve the issues, then the Company will block access to the customers iamange control panel until a resolution is found and the account is bought up to date.
- 6.5 Each order for the Goods & Services shall constitute a separate contract and any default by Company in any one order shall not entitle the Customer to treat the Terms as terminated.

7 WARRANTIES AND INDEMNITIES

- 7.1 The Company warrants and represents to the Customer that it will perform its obligations under these Terms with reasonable skill and care. All other warranties are expressly disclaimed to the fullest extent permitted by law.
- 7.2 The Customer agrees to indemnify the Company, its employees and agents against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Company arising out of any breach by the Customer of the Terms or other liabilities arising out of or relating to the Goods and Services.

8 LIMITATION OF LIABILITY

- 8.1 The Company shall not be liable to the Customer (whether in contract, tort, including negligence and breach of duty, or otherwise at law) for any indirect or consequential loss or damage whatsoever, and/or loss of profits, revenue, business, opportunity or goodwill of the Customer. This shall apply even where such a loss was reasonably foreseeable or the Company had been made aware of the possibility of the Customer incurring such a loss.
- 8.2 The entire liability of the Company to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Goods & Services in respect of which the breach has arisen.

9 TERMINATION

- 9.1 Either party may terminate these Terms immediately by notice in writing if the other party commits a material breach of any of the Terms (including without limitation late payment) and, if such breach is capable of remedy, fails to remedy the breach within 30 days of receiving notice from the terminating party specifying the breach.
- 9.2 These terms shall automatically terminate in the event that the Customer shall enter into liquidation whether compulsorily or voluntarily, or becomes insolvent, or if any receiver is

appointed for its business or property, or is a subject of notice or appointment, or notice of intention to appoint an administrator or liquidator, or compounds or makes any voluntary arrangement with its creditors, is unable to pay its debts as they fall due, or takes or suffers any action due to debt, or ceases or threatens to cease to carry on business.

- 9.3 The expiry or termination of these Terms for any reason shall not affect any rights and/or obligations accrued before the date of termination or expiry, or expressed or intended to continue in force after and despite expiry or termination.
- 9.4 The Customer shall not following the termination of these Terms for any reason represent itself as being connected with The Company or any member of The Company' Group.
- 9.5 On termination of these Terms (for a breach by the Customer) all outstanding or un-invoiced prices shall become immediately payable.

10 CONFIDENTIALITY

- 10.1 Confidential Information means all technical, commercial and financial information, product information, trade secrets, know-how and all information relating to the plans, intentions, market opportunities, transactions, affairs and/or business of a party and its Group companies and/or its or their customers and/or suppliers, and the Terms;
- 10.2 Each party shall keep secret all Confidential Information of the other and shall not (and shall procure that its employees and/or officers shall not) copy, use or disclose any such information to any third party, other than as may be necessary to comply with its obligations under these Terms.
- 10.3 The obligation of confidentiality shall not apply to the Confidential Information which is publicly available through authorised disclosure, is known to the receiving party at the time of disclosure, is required by law to be disclosed, or is subsequently rightfully acquired from a third party who has the right to disclose it, or is disclosed on a confidential basis for the purposes of obtaining professional advice.

11 GENERAL

- 11.1 Notices between the Customer and the Company relating to these Terms shall be in writing. Notices shall either be delivered personally or sent by first class post or email to their registered office. Notices if delivered by hand shall be treated as received when delivered, if sent by first class post 48 hours after posting (72 if posted on a Friday).
- 11.2 These Terms are the entire agreement between the Customer and the Company and replaces all previous agreements between them relating to the same subject matter.
- 11.3 Neither the Customer nor the Company shall be liable if it breaches these Terms as a result of circumstances which are beyond its control, provided that as soon as is practicable it gives notice to the other party. For these purposes acts of omissions by employees, sub-contractors, agents and representatives of either party are within that party's control.
- 11.4 Unless these Terms provide otherwise, nothing in it creates a partnership or employment relationship between the Customer and the Company or makes one party agent of the other.

- 11.5 The Company may assign or transfer these Terms or any part of it at any time. The Customer can not assign or transfer these Terms or any part of it without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed).
- 11.6 The Customer and the Company confirm that they do not intend any third party to have the right to enforce any provision of these Terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 11.7 If any provision of these Terms are found under the laws of any jurisdiction to be invalid, illegal or unenforceable, the validity, legality or enforceability of that provision in that jurisdiction shall not in any way affect the validity, legality or enforceability of all the provisions of these Terms in any other jurisdiction.
- 11.8 The Customer and the Company shall attempt to substitute for any invalid, illegal or unenforceable provision a valid, legal and enforceable provision which achieves the economic, legal and commercial objectives of the invalid, illegal or unenforceable provision.
- 11.9 The laws of Great Britain (England, Scotland & Wales) excluding the Channel Islands and Isle of Man shall govern these Terms. The Customer and The Company agree to submit to the exclusive jurisdiction of the courts of Great Britain only.

12 SERVICE LEVEL

As iManage is an internet based product and therefore is subject to multi part failiures out of the Companies control the Company makes no warranties or representations that the Service will be uninterrupted or error-free and therefore Tier One Design shall not, in any event, be liable for interruptions of Service or downtime of the server.

13 TERMS OF PAYMENT

- 13.1 Setup payment or deposit on bespoke code shall normally be paid by credit card or bacs, then normally monthly payments to be paid by a direct debit transfer thereafter.