

PART H - BRIARS WEB DEVELOPMENT SERVICE

1. CONTRACT TERMS

- 1.1. These are the additional terms on which we will provide Web Development Services to you (the "Services"). These terms and conditions form an integral part of the agreement between us and accompany the General Terms set out in Part A above ("the General Terms"). In the event of conflict between the General Terms and this Part H, the terms of the Part H shall prevail. "Terms and Conditions" means the General Terms (Part A) as amended by these Special Conditions (Part H).

2. ACCEPTANCE

- 2.1. Approval by you to commence the Service will (without prejudice to condition 2 of the General Terms or any other manner in which acceptance of these Conditions may be evidenced) be deemed to constitute unqualified acceptance of these Conditions.
- 2.2. A variation of these Conditions is valid only if it is in writing and signed by a Director of The Briars Group Ltd.

3. DEFINITIONS

- 3.1. The following words or expressions have the following meanings:-
 - 3.1.1. the 'Billing Rates' means the labour charges as specified in the project schedule plus the cost of any materials provided.
 - 3.1.2. the 'Project' means the provision of services to an agreed Specification and agreed terms of business.
 - 3.1.3. the 'Specification' means the agreed detailed project requirements document as attached to this contract and subject to any Specification Addendum(a)
 - 3.1.4. the 'Specification Addendum' means an amendment to the Specification agreed by the parties in writing pursuant to Clause 11.
 - 3.1.5. the 'Cancellation Fee' means the proportion of that amount of the project price unpaid at the time of cancellation as specified in the project schedule.
 - 3.1.6. the 'Website' means a compilation of one or more web pages being a combination of text, data, sound, images or other material accessible via the hypertext transfer protocol (HTTP) to be developed by us pursuant to the Specification.

4. SERVICE

- 4.1. In consideration of you paying our fees in full and in accordance with the payment terms we will develop and supply the Website to you and providing any other services in accordance with the Specification.

5. CHARGES & PAYMENT

- 5.1. The project price is exclusive of VAT, which will be added at the prevailing rate.
- 5.2. Any products or services not expressly provided for in the Specification (including but not limited to the maintenance of the Website) shall be chargeable on a time and materials basis in accordance with the Billing Rates.

- 5.3. In the event that you wish to cancel work undertaken by us at any stage, the Cancellation Fee shall become immediately payable.
- 5.4. We will be entitled to suspend the project or any part thereof if any fees are outstanding.
- 5.5. We will be entitled to treat the project as having been repudiated by you in the event that: payment of our fees is not made by the due date(s).

6. CLIENT OBLIGATIONS

- 6.1. You undertake to secure copyright and other appropriate licences or consents where necessary for the inclusion of any material, data and information provided to us pursuant hereto to enable us to incorporate such material, data and information into the Website.
- 6.2. You undertake to keep secure from third parties any passwords that we issue to you in connection herewith.
- 6.3. In the event that you wish to enter into a maintenance agreement with a third party after completion of the Website, you undertake to enter into appropriate licences with owners of Third Party Copyright as notified by us and to meet associated costs.
- 6.4. You undertake that during acceptance testing of the Website you will conduct all such tests as are necessary to satisfy itself that the Website conforms to the Specification.
- 6.5.

7. INTELLECTUAL PROPERTY AND INDEMNITIES

- 7.1. Without prejudice to any Intellectual Property Rights owned by you prior to the Project, and subject to Clause 7.6 below, you agree to waive and acknowledge that you obtain no ownership rights or claims to any Intellectual Property Rights whatsoever by virtue of this Project.
- 7.2. You will immediately bring to our attention any infringement or suspected infringement by any third party of any of our Intellectual Property Rights or Third Party Copyright of which you are aware of or become aware of and you will at our request and expense take such action or assist us in taking such action as we may deem appropriate to protect the Intellectual Property Rights.
- 7.3. You agree to indemnify us against all damages, liabilities, costs and expenses which we may incur or sustain including the costs of defending any suit arising from the use of any material or data provided by you or on your behalf in the Website or any act or omission by you, your employees or agents.
- 7.4. We agree to indemnify you against all damages, liabilities, costs and expenses which you may incur or sustain including the costs of defending any suit arising from the use of any material or data provided by us in the Website or any act or omission by us, our employees or agents.
- 7.5. You hereby grant licence and consent to us without charge to use your Intellectual Property Rights to the extent necessary for the purpose of this Project.
- 7.6. We hereby grant licence and consent to you without charge to use the Website indefinitely. This grant excludes any claim to the Intellectual Property Rights in the source codes used to create the Website.

8. LIMITATION OF LIABILITY

- 8.1. It is your exclusive responsibility to ensure that the parameters of the Project are fully reflected in the Specification. The consequences of any failure so to do, financial or otherwise will be for your sole account.
- 8.2. We are not liable for any indirect loss or consequential loss (including but not limited to, in respect of both indirect and consequential loss, loss of profits, revenue, data or goodwill) howsoever arising suffered by you and arising in any way in connection with this Project or for any liability of yours to any third party.
- 8.3. We are not liable for any viruses or the consequences of any viruses uploaded to the Website by you or third parties or your employees or agents.
- 8.4. You alone are responsible for virus-checking any programs, macros, data files or other material accessed through the Internet.
- 8.5. We are not liable for any failure in respect of our obligations hereunder which result directly or indirectly from failure or interruption in software or services provided by third parties.

9. TESTING AND ACCEPTANCE

- 9.1. During the development phase of the Website, we will enable you to monitor the development.
- 9.2. Once the Project has in our opinion been completed, we will notify you in writing and provide you with an opportunity to test the Website in the manner set out in the Specification. You will be deemed to have accepted the Website unless within 14 days of the date of such notification, you notify us to the contrary in writing and specify in such notice the grounds for not accepting the Website. You will not refuse to accept the Website unless it substantially fails to conform to the Specification.
- 9.3. If the Website does not comply with the Specification we agree to carry out any necessary modifications without extra charge. On completion of such modifications the procedure set out in Clause 9.2 will be repeated.

10. WARRANTIES

- 10.1. For 90 days after acceptance, we warrant that the Website will perform in all material respects in accordance with the Specification. If the Website is modified in any way by any entity other than us, this warranty will immediately lapse.
- 10.2. We warrant that the Website will be virus-free from the time you are given the opportunity to test the Website pursuant to Clause 9.2 above.
- 10.3. We make no warranty that operation of the Website will be uninterrupted or error-free, nor that the Website will be compatible with any particular browser or other software excluding those specified in the Specification.

11. CHANGE CONTROL

- 11.1. If at any time during the course of this Project, you wish to modify the Specification, you will supply us with full details of such modification(s) and we will prepare a Specification Addendum to reflect the required modification(s) including any variation in price. Any

variations to the Specification must be agreed in writing by both you and us.

- 11.2. Acceptance testing of modifications shall be carried out in the manner set out in Clause 9.
- 11.3. To the extent that any delay is directly or indirectly caused by any act or omission by you, we will be entitled to charge you for the effects of such delay on a time and materials basis at the Billing Rates.

12. ASSIGNMENT AND SUB-CONTRACTING

- 12.1. Your rights and obligations under this contract are personal to you and may not be assigned, transferred, charged, sub-licensed, sub-contracted or otherwise delegated, transferred or disposed of in whole or in part.
- 12.2. We reserve the right to sub-contract any of the work required to fulfil the Project.

13. PAYMENT SCHEDULE

Payment shall be made within 14 days of the relevant invoice date as follows:

25% on acceptance of your order and signing of this agreement

50% on completion of the web site design

25% on acceptance by you of the completed web site