



APPLICABILITY

The following conditions will apply to all transactions and be incorporated or deemed incorporated in every Contract between PIC Management (hereinafter referred to as "the Company") and its customers (hereinafter referred to as "the Customer") unless varied by an agreement in writing inconsistent herewith.

DEFINITIONS

The term "goods" includes all materials, work or services supplied by the Company to the Customer.

ALTERATIONS TO THESE CONDITIONS

The Company reserves the right to alter these terms and conditions at any time. If any of these clauses or conditions are not legally effective, the remainder of them shall be effective. The Company can replace any clause or condition that is not legally effective with a clause or condition of similar meaning that is.

CONTENT

The Customer warrants that all material supplied by them will be "legal, decent and honest" and copyright free and undertakes to indemnify the Company against any claims for liability. The Company reserves the right to refuse to create, or broadcast, or cease broadcasting any material it considers unsuitable.

COPYRIGHT

Copyright remains with the Company on any work supplied to the Customer or created for broadcasting by the Company. Limited and unlimited copyright may be negotiated between the Company and the Customer for use inside or outside the UK. The Customer undertakes that it will not remove the Company's copyright notice from any work supplied by the Company, nor modify, change or alter the Company's work without the prior written agreement of the Company.

CUSTOMER'S PROPERTY

Customer's property and all property supplied to the Company by or on behalf of the Customer will be held, worked on, and carried at Customer's risk. Where such materials are so supplied or specified, responsibility for defective work will not be accepted by the Company. The Company may reject any materials supplied or specified by the Customer which appear to the Company to be unsuitable.

DELIVERY

Every effort will be made to comply with delivery dates requested by the Customer, or quoted by the Company but the Company accept no liability for or arising out of any failure to do so.

EXTERNAL SERVICES

The Company does not provide ISP services such as Domain Names, Web Hosting or Email services. Any such services needed for the proper operation of your web site need to be purchased separately and will be the subject of a separate contract between the Customer and the supplying ISP.

EXPEDITED DELIVERY

Should expedited delivery be asked for and necessitate overtime or other additional cost, an extra charge will be made.

FORCE MAJEURE

Every effort will be made to carry out the contract but its due performance is subject to cancellation by us or to such variation as we may find necessary as a result of inability to secure labour, materials, or supplies or as a result of any Act of God, War, Strike, Lock-out or other labour dispute, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond our control.

LAW

These conditions and any contract entered into in pursuance of them shall be construed and take effect in accordance with English Law.

LIABILITY

The Company shall not be liable for indirect, or consequential loss or for any loss to the Customer arising from third party claims occasioned by delay in delivery or by errors in carrying out the work.

LIABILITY - AMOUNT

Liability in respect of any claim shall not exceed the replacement of the defective or incorrect goods or service, or (at our discretion) refunding part or all of the annual rental or hosting charge paid by the Customer to the Company.

LIABILITY - NOTIFICATION

No liability will be accepted in respect of loss or damage unless written notification is received by the Company within seven days of the supply of the goods or services.

LOSS OF DATA

Data is transmitted over the Internet and stored on the Company's, or its agents, servers at the Customer's risk. Customers are advised to retain back-up copies of all data supplied to or created by the Company. The Company does not normally retain back-up data. The Company is able to design appropriate back-up and or mirror programs for Clients on request, please apply for further details.

ORDERS - CANCELLATION

Cancellations cannot be accepted without prior agreement in writing from the Company. In the event of orders being cancelled we reserve the right to apply cancellation charges, to reclaim any costs directly or indirectly incurred.

PAYMENT TERMS

Payments for all services are payable in advance. Where payment is not received prior to a renewal date then services will be suspended until payment is received.

PAYMENT TERMS - WEB SITE CONSTRUCTION

1/3rd of the quotation or estimated amount is required at commencement of the contract, a further 1/3rd is payable on framework sign-off with the balance payable on live sign-off.

PAYMENT TERMS - CREDIT ACCOUNTS

Subject to satisfactory references the Company may establish a credit account with an appropriate credit limit which will be reviewed from time to time. Payment is required within 14 days of the issue of an invoice after which interest will be charged without notice at the rate of 2% per month on all outstanding amounts. Where amounts are outstanding for more than 30 days, we reserve the right to suspend all services until all monies are paid.

PRELIMINARY WORK

Any work carried out, any prototype or sample or other article made, whether experimentally or otherwise will be charged for.

PROGRAMS

All programs, software or scripts created and/or provided by the Company are supplied "AS IS" and it is the Customers responsibility to ensure their suitability and efficacy

PRICE

Estimates are based on current material and production costs and are subject to amendment by us at any time after acceptance to meet any increase in such costs. All orders are accepted on the express basis that the price payable for goods will be our price ruling at the date of dispatch. Goods will be invoiced accordingly.

PROOFS

Author's corrections on first proof and subsequent proofs, including alterations in size, style or material, will be charged for. The Company cannot accept responsibility for any error in proofs passed by the Customer.

RE-SELLERS

Where the Company's services are being re-sold by an appointed re-seller, the re-seller undertakes to indemnify the Company against any claims against the Company of whatsoever nature by their customer. The re-seller agrees that they will, on request, provide their customer with a copy of the Company's current published retail price list.

SERVICE AND RENTAL PERIODS

All charges for software and copyright rentals are based on automatically renewing annual agreements. All charges are due and payable prior to the commencement of each period.

SERVICE AND RENTAL PERIODS - TERMINATION

After the initial term the Customer and or the Company may cancel a Service or Rental agreement by giving at least 30 days' notice in writing at any time.

The Company reserves the right to end an agreement by notice in writing straight away if the Customer is unable to pay their debts or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of creditors or have a receiver or manager or an administrator is appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the Company's opinion means that the Customer may be unable to pay their debts.

Ending an agreement for whatever reason does not affect any rights or obligations which have accrued prior to termination. All confidential information, passwords and documentation shall be returned to the Company and the Customer agrees to give up any Internet protocol numbers addresses or address blocks allocated to them and if necessary that the Company can change or remove them. Further the Company shall have no further duty to provide Services to the Customer.

SUSPENDED ORDER

Should work be suspended at the request of or delayed through any default of the Customer for a period of thirty days the Company shall be entitled to payment for work carried out and materials specially ordered or partly processed. The Company is entitled to cease working on any delayed or suspended order until payment is received.

VIRUS

The Company will use it's reasonable endeavours to provide the Customer with continuous services but the Company does not warrant or represent that it can do so since neither the Company or any other party has any control over the Internet as a whole as it is a global decentralized network of computer systems. The Company excludes any liability for loss or damage suffered by the customer as a result of any virus or other hostile computer programme being introduced, denial of services attacks, spamming or hacking.

01.01.2009