

Terms and Conditions of service by Strawberry Blonde Creations Limited.

In agreeing to the provision of any and all services from Strawberry Blonde Creations Limited, the Client is deemed to have read and understood these terms and conditions.

1. Provision of Service

1.1 The Contract between Strawberry Blonde Creations Limited and The Client incorporates these Terms and Conditions and covers the provision of service by Strawberry Blonde Creations Limited to The Client.

1.2 Any date proposed either by The Client or Strawberry Blonde Creations Limited for the provision of services shall be treated as an estimate only and shall be subject to any delay caused by the acts or omissions of any third Party over which the parties have no control. If either Party becomes aware of the possibility of any delay they shall immediately inform the other Party and each shall take any reasonable steps as appropriate required to prevent such delay.

1.3 Strawberry Blonde Creations Limited reserve the right to alter or amend these terms and conditions at any time by giving notification of any amendment. Notification will be deemed to have been given by displaying the date of the last amendment to these Terms and Conditions at the head of this document.

2. Definition and application

2.1 In these Terms and Conditions:

"Client" - means The Client with whom Strawberry Blonde Creations Limited makes the Contract including a person reasonably appearing to Strawberry Blonde Creations Limited to act with that Client's authority;

"Client Material" – means the proprietary material provided by The Client (including, but not limited to, images, artwork, documentation, video footage and audio files) to Strawberry Blonde Creations Limited in order for Strawberry Blonde Creations Limited to fulfil it's obligations under this Contract;

"CMS" - means the Content Management System application, which is used by The Client to edit, upload and delete material from the Website;

"Confidential Information" - means any and all information of any kind whatsoever disclosed by either Party to the other prior to, or after the date of, this Contract in whatever form including, but not limited to, oral, written, electronic, graphic or electromagnetic form (and including without limitation any notes, information or analyses derived from such information however it is produced) and which may reasonably be considered as confidential information of the Party that discloses it;

"Contract" - means the contract for the provision of service between The Client and Strawberry Blonde Creations Limited that incorporates these terms and conditions;

"Deliverable" – means a document, report, software, or other tangible work or design asset that forms part of the services to be provided by Strawberry Blonde Creations Limited;

"Domain " - means an Internet address, which has been registered with a reputable domain registrar on behalf of The Client;

"Hosting" - means the making available of The Client's Website on the World Wide Web;

"Illegal" - means any act or acts, which are capable of breaching the criminal law of the Jurisdiction;

"Look and Feel" - means the style, navigation, or design characteristics of the Website as identified by a reasonable man;

"Production Files" – means the files with the extension

.dir, .fla, .png, .edf, .ai, .asp, .js, .ppj, .aef, .swt, .eps, .psd, .mdf, .vbp, .dll, .bas, .asa, .cfm, .cfml, .aspx, .cls, .frm, .cab, .bat, .ocx, .sql, .mdb, .s
si, .txt, .frx, .vbw, .max, .p3d, .t3d, .3ds, .as, .cfc, .vsd, .vbproj, .sln, .vb, .resx, .user, .suo, .xml, .xsd, .exe, .mix, .jpg, .gif, .png, .htm,
html, .dhtml, and php;

Strawberry Blonde Creations Limited
Unit 30, Russell Road, Moseley, Birmingham, B13 8RE

"Quote or Quotation" – means the official quotation document provided to The Client for the provision of services by Strawberry Blonde Creations Limited to The Client;

"Renewal Date" - means the date of renewal of the Contract between The Client and Strawberry Blonde Creations Limited, as defined per the terms of the Contract;

"Server" – means the Server machine upon which the Website files reside which serves out information to users of the Website;

"Services" – means the services and deliverables that are to be provided by Strawberry Blonde Creations Limited under this Contract;

"SLA" - means the Service Level Agreement to maintain Server uptime;

"Specifications" – means the specification of the Services as outlined in the Contract.

"Studio Day (Single)" – means one (1) day of Strawberry Blonde Creations Limited studio time consisting of between one (1) and three (3) members of the Strawberry Blonde Creations Limited production team working on the project at any one time;

"Studio Day (Double)" - means one (1) day of Strawberry Blonde Creations Limited studio time consisting of between three (3) and six (6) members of the Strawberry Blonde Creations Limited production team working on the project at any one time;

"Upload" - means the transfer of computer files to the Server for publication on the Internet and WWW;

"URL" - means Uniform Resource Locator which is a unique number associated with a name on the WWW i.e. <http://www.strawberryblondecreations.com> is the URL for Strawberry Blonde Creations Limited;

"Website" - means the URL of The Client and/or the accompanying webspace allocation for this URL for The Client on Strawberry Blonde Creations Limited's Server network;

"WWW" - means World Wide Web service available on the Internet;

2.2 Any words in the singular include the plural and vice versa. Any words denoting the masculine shall include the feminine or neuter and vice versa. All definitions, notes, terms and conditions referred to in these Terms and Conditions of Service form part of the Contract as if they were expressly set out in it.

2.3 Strawberry Blonde Creations Limited and The Client are together referred to in these Terms and Conditions of Service as "the Parties" and individually as a "Party".

2.4 The clause headings are for the purpose of reference only and do not form part of the Contract nor do they affect the validity or enforceability of this Contract.

3. Strawberry Blonde Creations Limited's Responsibilities

3.1 Strawberry Blonde Creations Limited shall provide the Services on the terms and conditions set out in this Contract and in accordance with the specifications laid out therein.

3.2 Strawberry Blonde Creations Limited shall:

3.2.1 Apply all necessary skill and expertise in the performance of the Services;

3.2.2 Provide the Services in a timely and efficient manner and to a professional standard which is not less in any respect to the standards generally observed in the industry for similar services;

3.2.3 Comply with The Client's quality and other standards as directed by The Client;

3.2.4 Provide the personal computing facilities necessary to complete its obligations under this contract;

3.2.5 Maintain an accurate record of periods worked for The Client under this Contract and to provide to The Client, on their request, written reports detailing work provided and the time taken to do so;

3.2.6 Notify The Client as far as possible in advance of any periods during which its personnel are or will be unable to provide the Services outlined in this Contract due to holiday, sickness or third Party commitments. The Client's consent to holiday absences is not required but Strawberry Blonde Creations Limited will take into account The Client's requirements when approving absences;

Strawberry Blonde Creations Limited
Unit 30, Russell Road, Moseley, Birmingham, B13 8RE

3.3 Strawberry Blonde Creations Limited's method of working shall be at its own discretion but it will be directed in the overall provision of the Services by The Client and will comply with all reasonable directions given by The Client.

4. The Client's Responsibilities

4.1 The Client shall evaluate the Deliverable that Strawberry Blonde Creations Limited delivers to The Client to verify that each conforms to the Specifications.

4.2 Once The Client has completed its evaluation of the each of the Deliverables, The Client shall notify Strawberry Blonde Creations Limited as to whether or not it considers the Deliverable to conform to the Specifications and if it does not, of the ways in which it does not conform. If The Client notifies Strawberry Blonde Creations Limited that it considers that the deliverable conforms to the Specification then The Client shall have accepted that Deliverable.

4.3 If The Client notifies Strawberry Blonde Creations Limited that it considers that any deliverable does not conform to the Specifications, then Strawberry Blonde Creations Limited shall modify that Deliverable so that it does conform to the Specifications and such modifications shall be included in the revised Deliverable to The Client. Strawberry Blonde Creations Limited shall not be entitled to charge The Client in respect of the reasonable time spent modifying a Deliverable under this subsection or in respect of any reasonable costs or expenses incurred by Strawberry Blonde Creations Limited in modifying a Deliverable under this subsection.

4.4 The Client agrees that its acceptance of a Deliverable shall be final and any further modification required by Strawberry Blonde Creations Limited post acceptance shall be considered out of scope works and Strawberry Blonde Creations Limited shall be entitled to charge The Client for reasonable time spent modifying a deliverable or in respect of any reasonable costs or expenses incurred by Strawberry Blonde Creations Limited in modifying a Deliverable under this subsection.

4.5 Following the provision of a Strawberry Blonde Creations Limited CMS application it is The Client's obligation to ensure that they do not upload a virus which could infect a Strawberry Blonde Creations Limited or third party Server. The Client must not knowingly or otherwise allow a virus to enter the Internet community by allowing Internet users to download files containing viruses from their Website.

4.6 It is The Client's obligation to ensure that any material being uploaded to The Client's Website, either by Strawberry Blonde Creations Limited or by The Client directly is not in breach of copyright. Strawberry Blonde Creations Limited accepts no responsibility for The Client's actions in either uploading material to any Strawberry Blonde Creations Limited authorised webpage, or to any other webpage on any Server on the WWW.

4.7 The Client agrees not to upload any material, which would be considered to be contrary to public decency and morality. Strawberry Blonde Creations Limited reserve the right to randomly inspect Websites and in the event that any unauthorised material has been uploaded to that Web site, Strawberry Blonde Creations Limited reserve the right to inform the authorities and to terminate this Contract forthwith. Uploaded material would expressly include, but not be limited to, pornographic, barbaric and overtly tasteless material.

4.8 The Client agrees that it shall not cause or permit or in any way assist in any unauthorised publication, any dissemination of any defamatory material or any material which could be considered to be in breach of the criminal laws of the Jurisdiction.

4.9 The Client agrees to keep secure and confidential all login names and passwords provided by Strawberry Blonde Creations Limited to The Client. In the event of The Client's login name and password being disclosed to an unauthorised person, The Client shall inform Strawberry Blonde Creations Limited immediately so new login names and password can be issued. Strawberry Blonde Creations Limited accept no responsibility for any liability arising from the aforementioned disclosure.

4.10 The Client agrees not to do any act or omission, the result of which would have the effect of bringing Strawberry Blonde Creations Limited into disrepute.

4.11 The Client shall provide Strawberry Blonde Creations Limited with the necessary content, materials, sign off and feedback information as appropriate to enable Strawberry Blonde Creations Limited to perform its obligations within the time frame laid out in the Contract. Strawberry Blonde Creations Limited shall not be responsible for any failure or delay in performance of it's obligations under the Contract where the provision of the aforementioned material is not forthcoming. Furthermore, in the event of such failure or delay to provide said material, Strawberry Blonde Creations Limited shall be entitled to invoice for any remaining monies, and/or studio time allocated, due under the terms of the Contract, as studio time is pre-booked in.

4.12 The Client agrees that during the term of the Contract and for a period of two (2) years immediately following the term of the Contract it shall not directly or indirectly, for itself or on behalf of any person, firm, partnership, corporation, entity or association, solicit

Strawberry Blonde Creations Limited
Unit 30, Russell Road, Moseley, Birmingham, B13 8RE

or attempt to solicit any employee of Strawberry Blonde Creations Limited so as to terminate his or her employment with Strawberry Blonde Creations Limited.

5. Look and Feels

5.1 Strawberry Blonde Creations Limited shall provide The Client with the number of Look and Feels as detailed in the Contract or Quote following receipt of a design or technical brief from The Client. Strawberry Blonde Creations Limited shall modify one Look and Feel as directed by The Client.

5.2 Strawberry Blonde Creations Limited shall be entitled to charge The Client for reasonable time spent developing additional Look and Feels other than those provided for in the Contract or Quote document, subject to written approval by The Client.

6. Warranties and Indemnities

6.1 Strawberry Blonde Creations Limited represents, warrants and covenants that:

6.1.1 The use of the Deliverables in accordance with the terms of the Contract shall not infringe any patent, trade mark, copyright, moral right, official secret, trade secret, or other proprietary intellectual property right of any third party;

6.1.2 The Deliverables shall not be libellous, obscene, or blasphemous, and shall not violate any rights of privacy and/or publicity of any third party and the use of the Deliverables in accordance with the terms of the Contract shall not otherwise be unlawful or illegal;

6.1.3 The Deliverables shall provide the facilities and the functions set out or referred to in the Contract;

6.1.4 Any software included in the Deliverables and the Third Party Software (if any) shall not contain any fault, error or malfunction which adversely affects the operation of the software and in particular, (without limitation), shall; (i) properly record and process data which comprises, includes or is referenced by any date on or after 1 January 2000 (where relevant); and (ii) shall not contain a self-replicating computer program which is designed to cause or which is likely to cause damage to the user's files and/or annoyance to the user;

6.1.5 Strawberry Blonde Creations Limited has the full and exclusive right and power to; (i) enter into and perform the Strawberry Blonde Creations Limited's obligations under the Contract; and (ii) assign to The Client (or such person or persons as Client may on a case by case basis nominate in writing prior to such assignment) the copyright and other intellectual property rights (including any neighbouring rights) in the Deliverables as laid out in this Contract;

6.1.6 The licenses in respect of the Third Party Software (if any) shall not limit or restrict the use or exploitation of the Deliverables in accordance with the terms of this Contract;

6.1.7 No instruction, advice, or information contained in the Deliverables shall be inaccurate, false, misleading, or otherwise injurious to the end user provided always that Strawberry Blonde Creations Limited shall not be liable under this Clause 6.1.7 where a breach of this clause arises as a direct result of an inaccuracy in the content provided by The Client.

6.1.8 The parties acknowledge that the copyright of any music in the Deliverables (if any) belongs to its owners. Strawberry Blonde Creations Limited warrants that it has obtained the appropriate licenses from the owner of such music allowing inclusion of the music in the Deliverables; and

6.1.9 With respect to actors, performers, musicians and others, directly rendering services to Strawberry Blonde Creations Limited in connection with the Deliverables, Strawberry Blonde Creations Limited has obtained or will obtain all necessary consents under the Copyright Designs and Patents Act 1988 or any statutory modification or re-enactment thereof.

6.2 Strawberry Blonde Creations Limited shall indemnify The Client against all claims, demands, costs, liabilities, losses (excluding any loss, either direct or indirect, of profits, business or anticipated savings or any other direct or indirect consequential loss), damages and expenses (including reasonable legal expenses) arising out of or in connection with any claim which, taking the claimant's allegations to be true, would result in a breach by Strawberry Blonde Creations Limited of any of the representations, warranties or covenants set out in subsection 6.1

6.3 The Client shall indemnify Strawberry Blonde Creations Limited against all claims, demands, costs, liabilities, losses, (excluding any loss, either direct or indirect, of profits, business or anticipated savings or any other direct or indirect consequential loss), damages and expenses (including reasonable legal expenses) arising out of any act or omission carried out by Strawberry Blonde Creations Limited pursuant to and strictly in accordance with the instructions of Client.

7. Limitation of Liability

7.1 For the avoidance of doubt, Strawberry Blonde Creations Limited has no obligation duty or liability beyond that of a duty to exercise reasonable skill and care and in no event and under no circumstance shall Strawberry Blonde Creations Limited be liable for any loss either direct or indirect of profits, business or anticipated savings or any other direct or indirect consequential loss arising from the

Strawberry Blonde Creations Limited
Unit 30, Russell Road, Moseley, Birmingham, B13 8RE

provision of service.

7.2 Strawberry Blonde Creations Limited Screensavers, CD-ROMs and all other material, have been checked thoroughly with virus checking programs and duplicated under strict quality controls. To the extent permitted by the law, Strawberry Blonde Creations Limited, or its respective employees or agents, will not accept any responsibility for any damage caused in whatever way through the use or misuse of the aforementioned material.

7.3 None of the exclusions and limitations in this section shall apply in respect of liability in negligence causing personal injury or death or any other liability which cannot by law be excluded or limited.

8. Charges

8.1 Charges of in respect of services provided by Strawberry Blonde Creations Limited to The Client will be payable as per the invoice terms.

8.2 Any additional fees have to be agreed by email, and/or in writing by authorised representatives of the parties before any new charges can be made.

8.3 Should Strawberry Blonde Creations Limited have to issue legal proceedings owing to the non payment of invoices pursuant to the Contract, The Client accepts responsibility for all Strawberry Blonde Creations Limited legal fees and disbursements notwithstanding the value of the claim, on an indemnity basis.

8.4 Any third party or additional costs that Strawberry Blonde Creations Limited may incur due to processing late payment will be payable by The Client within seven days, following receipt of a valid invoice.

8.5 Studio Day (Single) book-in rates are currently set at £1,200 ex VAT (UK Pound Sterling) per day not including expenses. For Strawberry Blonde Creations Limited Agency pre-bookin rates please refer to your Contract or email customer.service@strawberryblondecreations.com

8.6 Studio Day (Double) book-in rates or Out of Hours service rates are currently set at £2,400 ex VAT (UK Pound Sterling) per day not including expenses. For Strawberry Blonde Creations Limited Agency pre-bookin rates please refer to your Contract or email customer.service@strawberryblondecreations.com

8.7 Strategic Agency Meeting Support, weekend studio book-ins, and Director level consultancy rates are currently set at £1,600 ex VAT (UK Pound Sterling) per day not including expenses.

8.8 Value added Tax, where applicable, will be added at the appropriate rate to the total of all charges shown on the Client's bill.

9. Termination of the Contract by Strawberry Blonde Creations Limited

9.1 Strawberry Blonde Creations Limited may terminate this Contract for default following a material breach by The Client of its obligations hereunder, provided that written notice shall offer to The Client a thirty (30) day period for remedial action. If after thirty (30) days, the cause of the default remains uncorrected, then Strawberry Blonde Creations Limited may terminate this agreement by written notice to The Client.

9.2 Termination of the Contract by Strawberry Blonde Creations Limited will result in the retaining by Strawberry Blonde Creations Limited of all monies received from The Client who will not be entitled to a refund of monies paid.

9.3 Upon termination of the Contract by Strawberry Blonde Creations Limited, The Client shall pay a sum (by way of agreed compensation for Strawberry Blonde Creations Limited's loss of revenue by reason of such early termination and not as a penalty) which shall be no less than the remaining charges due or which would have been payable under the Contract.

9.4 On termination of the Contract by Strawberry Blonde Creations Limited may remove all materials held on Strawberry Blonde Creations Limited's computers and remove all privileges entitled to The Client.

9.5 In the event that the Contract is terminated owing to the non payment of hosting or domain fees then Strawberry Blonde Creations Limited reserve the right to display a Deactivation Notice on the World Wide Web, at The Clients URL i.e. on their Website, or Websites, detailing the reason for terminating the hosting, and/or provision of any other Strawberry Blonde Creations Limited service.

Strawberry Blonde Creations Limited
Unit 30, Russell Road, Moseley, Birmingham, B13 8RE

9.6 After termination, if Strawberry Blonde Creations Limited agrees that The Client's Website may once again be reconnected to the WWW, any reconnection will be subject to an administration charge, together with any outstanding charges payable prior to the reconnection.

9.7 In the event of termination by Strawberry Blonde Creations Limited then Strawberry Blonde Creations Limited shall return to The Client, upon The Client's request, all Client Material within thirty (30) days.

10. Termination of the Contract by The Client

10.1 The Client may terminate this Contract for default following a material breach by Strawberry Blonde Creations Limited of its obligations hereunder, provided that written notice shall offer to Strawberry Blonde Creations Limited a thirty (30) day period for remedial action. If after thirty (30) days, the cause of the default remains uncorrected, then The Client may terminate this agreement by written notice to Strawberry Blonde Creations Limited.

10.2 In the event of Termination of the Contract for default by Strawberry Blonde Creations Limited then Strawberry Blonde Creations Limited shall deliver all completed works, including production files to The Client, which have been paid for up until the date of termination.

10.3 The Client may only terminate the Contract for convenience if all outstanding invoices have been settled and the terms of the Contract have been satisfied in full.

10.4 Termination of the Contract by The Client will result in the retaining by Strawberry Blonde Creations Limited of all monies received from The Client who will not be entitled to a refund of monies paid, either pro-rata or at the entire Contract price.

11. Copyright and Ownership

11.1 Any service, concept, idea, design, programming, and/or "look and feel" remain the property of Strawberry Blonde Creations Limited, until settlement of any, and all, outstanding accounts with regard to that service, concept, idea, design, programming, and/or "look and feel".

11.2 The copyright licence for use of any of Strawberry Blonde Creations Limited's services, concepts, ideas, designs, programmings, and/or "look and feels", once all accounts have been settled, is for the use on the Internet and the World Wide Web only.

11.3 Any further use of any of Strawberry Blonde Creations Limited's services, concepts, ideas, designs, programmings, and/or "look and feels" in any other format, or media, other than the Internet and the World Wide Web, will be subject to negotiation, and any agreement will be made in writing between Strawberry Blonde Creations Limited and The Client.

11.4 All production files remain the copyright and ownership of Strawberry Blonde Creations Limited at all times, unless otherwise specifically agreed in writing by the acting Managing Director of Strawberry Blonde Creations Limited.

11.5 All source code and production files for Strawberry Blonde Creations Limited CMS applications remain the copyright and ownership of Strawberry Blonde Creations Limited at all times. For terms and conditions for Strawberry Blonde Creations Limited CMS applications please refer to the relevant Strawberry Blonde Creations Limited CMS licence agreement.

12. Seal of Approval and awards

12.1 From the beginning Strawberry Blonde Creations Limited have worked to ensure that quality is at the core of all our developments. Strawberry Blonde Creations Limited insist on running each project through a series of strict quality controls prior to its release culminating in a Strawberry Blonde Creations Limited Seal of Approval. The seal of approval is visually present at the bottom right of the Website page and links to <http://www.strawberryblondecreations.com>

12.2 For the more technically minded it is also worth noting that Strawberry Blonde Creations Limited insert copyright header in the Source Code of pages produced, designed or maintained by Strawberry Blonde Creations Limited.

12.3 Strawberry Blonde Creations Limited may add the Client's company logo and an http link to the project in the Portfolio / Clients section of www.strawberryblondecreations.com and with the Client's prior approval also promote the Website in appropriate Awards categories.

13. Shared Server Hosting (if applicable)

Strawberry Blonde Creations Limited
Unit 30, Russell Road, Moseley, Birmingham, B13 8RE

13.1 Strawberry Blonde Creations Limited agrees to provide Shared Server Hosting from the date agreed by the parties for the Website under a SLA of 99.5% subject to these terms and conditions. Any solution requiring Strawberry Blonde Creations Limited Shared Server Hosting will be hosted for two (2) years from the date the Domain is registered.

13.2 Shared Server clients are hosted on Strawberry Blonde Creations Limited's 10Mb burstable bandwidth allocation. Should the Website exceed its usage of this allocation further reasonable bandwidth charges will be applied (for each additional 128kbps block required per month, or part thereof). Charges will be payable as per the relevant invoice terms.

13.3 Strawberry Blonde Creations Limited may from time to time recommend an upgrade from a Shared Server solution to a dedicated Server solution. Such recommendation shall be presented to The Client in writing and accompanied by qualifying data, appropriate and reasonable implementation schedule, and costs. Any failure to adopt a dedicated Server Solution following said recommendation within the reasonable implementation schedule specified shall render the applicable SLA null and void for the purposes of the Shared Server Contract.

13.4 At the end of the two (2) year Shared Server Hosting length a renewal payment is due in order for service to continue; otherwise the contract will expire and service will end accordingly. All fees are paid in advance and are guaranteed for the duration of Shared Server Hosting. Fees are however subject to change when the account requires a renewal payment to be made by the Client.

13.5 The Client agrees not to perform any action, which will result in the reduced performance of the Shared Server to the detriment of other Shared Server clients.

13.6 The Client agrees not to use Strawberry Blonde Creations Limited's Servers to send unsolicited or spam e-mail to other Internet users. Failure to satisfy this condition will result in the termination of the Contract.

13.7 Applicable charges for Shared Server Hosting shall be payable in advance.

14. Dedicated Server Hosting (if applicable)

14.1 Strawberry Blonde Creations Limited agrees to provide Dedicated Server Hosting from the date agreed by the parties for the Website under a Service Level Agreement of 99.5% subject to these terms and conditions.

14.2 Any Server hardware, software or licenses provided by Strawberry Blonde Creations Limited in order to fulfil the Dedicated Server Contract shall remain the property of Strawberry Blonde Creations Limited at all times.

14.3 Physical Access to any Server hardware, software or licenses shall only be granted with a minimum of 7 days notice in writing to Strawberry Blonde Creations Limited.

14.4 At the end of the two (2) year Dedicated Server Hosting length a renewal payment is due in order for service to continue; otherwise the contract will expire and service will end accordingly.

14.5 The Client agrees that they will not have administrative access to the Dedicated Server to perform functions, which could jeopardize the uptime of the Dedicated Server and not allow Strawberry Blonde Creations Limited to fulfil its obligations under the SLA.

14.6 Strawberry Blonde Creations Limited may from time to time recommend an upgrade to the Dedicated Server. The nature of said upgrade shall be presented to The Client in writing and accompanied by qualifying data, appropriate and reasonable implementation schedule, and costs. Any failure to adopt said upgrade within the reasonable implementation schedule specified shall render the applicable SLA null and void for the purposes of the Dedicated Server Contract.

14.7 The Client agrees not to use the Dedicated Server to send unsolicited or spam e-mail to other Internet users. Failure to satisfy this condition will result in the termination of the Contract.

14.8 Applicable charges for Dedicated Server Hosting shall be payable in advance.

15. Assignment

Either Party may assign the benefit of this contract following receipt of written agreement from the other Party. Such agreement not to be unreasonably withheld.

Strawberry Blonde Creations Limited
Unit 30, Russell Road, Moseley, Birmingham, B13 8RE

16. Entire Agreement

This Contract forms the complete and exclusive agreement between the Parties in relation to the Services. All previous agreements, correspondence and understandings relating to the subject of this Contract are superseded by this Contract (except that neither Party excludes liability for any fraudulent pre-contractual misrepresentations on which the other can be shown to have relied). In the event and only to the extent of any conflict between the Contract and these terms and conditions or any referenced or attached document, the Contract will take precedence.

17. Partnership

No provision of this Agreement creates a partnership between the parties or makes a Party the agent of the other Party for any purpose. A Party has no authority or power to bind, to contract in the name of, or to create a liability for the other Party in any way or for any purpose.

18. Force Majeure

Neither Party will be liable for any breach of its obligations under this Contract to the extent that it is prevented from performing them due to circumstances beyond its reasonable control.

19. Jurisdiction

The validity, construction and enforceability of this Agreement shall be governed in all respects by English Law and subject to the exclusive jurisdiction of the English Courts.

20. Severability

If one or more of these terms and conditions shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

21. Notice

Any notice required to be given under this Contract shall be deemed received upon personal delivery or three (3) days after mailing if sent by registered or certified mail to the addresses of the parties set forth above, or to such other address as either of the parties shall have provided to the other in writing.

22. Value Added Tax

All sums referred to in these terms and conditions are exclusive of Value Added Tax which, where applicable, shall be paid by the Client at the appropriate rate.

23. Third Parties

A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

24. Waiver

The waiver by either Party of any breach or default of any of the provisions of this Contract by the other Party shall not prevent the subsequent enforcement of the relevant term, and shall not be deemed a waiver of any subsequent breach.