



**miltec**  
digital

# Miltec Digital

## Terms and Conditions

The Business Growth Agency

## Terms and Conditions

**AGREEMENT** - (i) Unless it is otherwise agreed in writing, these Terms & Conditions apply to all agreements between Miltec Digital Limited, (hereinafter referred to as 'the Service Provider') for the provision of all services including but not limited to Internet access, electronic mail, web space, and web sites (hereinafter referred to as 'the Service') to any individual or organisation (hereinafter referred to as 'the Subscriber') who shall be legally bound by them. (ii) All other conditions, requirements, declarations, statements, undertakings, obligations, and warranties of the Subscriber or Service Provider and all duties of care and all liabilities (if any) of the same arising therefore are hereby wholly excluded. (iii) The Service Provider reserves the right to modify these Terms & Conditions and the services provided at its own discretion, and shall inform the Subscriber of such modifications via e-mail, (Terms and Conditions currently in force will be displayed on the Service Providers Website (<https://www.miltecdigital.co.uk>). Any objections to said modifications must be indicated to the Service Provider within 30 days of notification, at which time, in the absence of such notification, the modifications become binding on both parties.

**PRICE VARIATIONS AND QUOTATIONS** - (i) All price quotations for Internet services may be modified as per 1(iii) above. The Service Provider shall not be held to any price quoted over the telephone or verbally by any salesperson or other representative of the Service Provider unless such information is confirmed in writing by the Service Provider. (ii) Where the Subscriber requests exceptional provision of service, an extra charge may be made to cover any overtime or any additional costs involved.

**TAX** - The Service Provider reserves the right to charge any value added tax (VAT) payable whether or not included on the quotation or invoice.

**PRELIMINARY WORK** - Any advance work carried out, whether experimental or otherwise, at a Subscriber or prospective Subscriber's request, shall unless otherwise agreed in writing, and at the Service Providers discretion, be charged for at the appropriate rate.

**PAYMENT SCHEDULE** - (i) Unless otherwise agreed in writing, The Subscriber must pay for any web design and hosting services by way of a 50% advance payment and 50% balance for the first order. Payment of this balance shall become due on the satisfactory completion of all work ordered by the Subscriber (with the exception of publishing to the 'World Wide Web' and Search Engines Registration), on the satisfactory set up of the services for which the Subscriber has subscribed (with the exception of publishing to the 'World Wide Web' and Search Engines Registration), or 28 days from the date of order, whichever of these dates is the sooner. Publishing to the 'World Wide Web' and Search Engines Registration shall not be undertaken until full payment of all outstanding monies has been received from the Subscriber. Hosting fees are an annual charge payable in advance after the first order. No partial refunds of hosting fees will be made. Any services provided, which are not covered above shall be payable by a separately agreed schedule. (ii) Unless agreed otherwise, the Service Provider is under no obligation to commence any work or make any provision for the work or services ordered, until the Subscriber has paid a 50% advance payment. (iii) The Service Provider shall be entitled at its discretion to charge the Subscriber additional sums arising from late payment of outstanding accounts, and dishonoured cheques, etc. In the case of dishonoured cheques, the sum of [£40], in the case of each reminder letter, the sum of [£10]. The Service Provider shall also be entitled to charge interest at up to [7%] per annum above the Bank of England's prevailing base lending rate on any account which remains unpaid after the due date. Furthermore the Service Provider shall also be entitled to recover from the Subscriber any and all costs and disbursements incurred by the company in employing a solicitor, debt collector or other third party to enforce or collect payment of any overdue account. (iv) The standard charges for Cost Per Click ("CPC") campaigns are an initial set up fee dependant on the nature of the project and 15% of the CPC fees as commission. For all CPC campaigns, work will only commence on receipt of the search engine fees and commissions, which are to be paid by standing order. If the standing order is not received the work will not be carried out. (v) Whilst an account is overdue for payment, the Service Provider may withhold or suspend performance of any outstanding contractual obligations.

**LIABILITY** - (i) Whilst the Service Provider will endeavour to provide a prompt and continuing service to the best of its ability, the Service Provider shall not be liable for any losses (including loss of data) resulting from non-deliveries, delays, missed deliveries, or service interruptions caused by events beyond its control, or by errors instigated by the Subscriber. (ii) The liability of the Service Provider (if any), contractual, negligence or otherwise arising out of or in connection with supply of services hereafter shall be limited concerning any one occurrence or in a series of two or more connected occurrences to a maximum of [one hundred] pounds sterling. (iii) The Service Provider excludes any warranty as to the accuracy or quality of information obtained through the service. (iv) All Internet 'domain' names are registered on behalf of a Subscriber in good faith with the relevant naming organisation (e.g. Nominet, Internic, Nomination, etc) subject to the Terms and Conditions of that organisation and their availability at the time of ordering by the Service Provider. In terms of ownership by the Subscriber, registration should therefore be deemed in the first instance to be only on a 'provisional' basis, until written confirmation is received from the Service Provider. Any claims for reimbursement for expenses for publicity or other materials produced without such written confirmation are therefore entirely excluded. All other claims are limited as per 6 (iii) above. (v) The transfer by Subscribers of Internet 'domain' names registered or 'hosted' by the Service Provider' whether these be to other Service Providers or not, are subject to an administrative charge of £30.00 + VAT per domain name. This charge plus any other outstanding monies shall be paid to the Service Provider before any such transfers will be permitted. (vi) The Subscriber accepts that all Internet Services are subject to occasional periods of unavailability. If The Subscriber believes his web site, or any other services provided by the Services Provider, are critical to the success of his business and/or need higher than normal availability levels, he must notify the Service Provider in advance.

**ILLEGAL MATTER** - (i) The Subscriber acknowledges that they may only use the service for lawful purposes. The subscriber warrants that they shall not knowingly use the service to receive or transmit material that is obscene, menacing, offensive, threatening, defamatory, in breach of confidence, in breach of any intellectual property right, or otherwise unlawful. (ii) The Subscriber also acknowledges (a) that their Internet access account is to be used by a single user only (unless otherwise agreed), (b) that they will not allow simultaneous access to the service using the same login (which is provided to the customer as the registered user of the account) (c) that they will keep the user name and password secure and not let them become public knowledge and (d) that the password will not be stored anywhere on a computer in plain text. (iii) If any passwords associated with the service become known to an unauthorised user then the Subscriber must inform the Service Provider immediately. Any breach of these obligations shall entitle the Service Provider to immediately terminate the service to the Subscriber. (iv) The Service Provider shall not be required to produce or disseminate any matter which in its opinion may be obscene, threatening or defamatory or of an illegal or libellous nature or an infringement of the proprietary rights of a third party. (v) The Service Provider shall be indemnified by the Subscriber in respect of any claims, costs and expenses arising from any libellous matter or infringement of copyright, patent, design or any other proprietary or personal rights contained in any material produced for or published by the Subscriber. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim and the costs of such advice.

**COPYRIGHT** - (i) All content of the service provided directly by the Service Provider is protected as a collective work under applicable copyright law. The copying, redistribution, or publication by a Subscriber of any such content or any part of the service is prohibited, except as expressly provided in these Terms & Conditions. (ii) Each subscriber who places information, software or other content, in the public areas of the Service grants the Service Provider the right to edit, copy, publish, distribute, translate and otherwise use in connection with the service, such information, software or other content. Subject to this each Subscriber who places information, software or other content on the Service retains any rights the Subscriber may have in such information, software or other content. (iii) Copyrighted material must not be placed on the Service by the Subscriber without the permission of the owner(s) or person(s) they specifically authorise to give such permission. Only the owner(s) or such authorised person(s) may upload copyrighted material to the Service. (iv) Any Subscriber may upload public domain programmes to the Service. Any Subscriber may download public domain programmes for their own use or non-commercially redistribute a public domain programme.

Subscribers shall, however, assume all risks regarding the determination of whether a programme is in the public domain.

**RESTRICTIONS OF USE** - (i) The subscriber shall not publish to the Service (or send via electronic mail) any material that contains advertising or which promotes any solicitation of goods and services for commercial purposes without the express permission of the Service Provider. This shall not be interpreted to restrict the Subscriber from utilising the Service in the normal course of business, only that the subscriber may not without the approval of the Service Provider send/publish unsolicited advertising or promotional material. Bulk e-mailing is explicitly restricted without approval. (ii) The service may be used by the customer to link into other networks worldwide, and the Subscriber agrees to conform to the acceptable use policies of such networks. The Provider considers that any applications which transmit live video, live audio, or make similar traffic demands across the network, will be considered to be making profligate use of the service and as such are not allowed. Use of IP Multicast other than by means provided and coordinated by the Service Provider is also prohibited. (iii) The Service Provider shall be entitled to assign its Contract with the Subscriber either in whole or in part. The Subscriber shall not be entitled to assign, re-sell, sub-lease or any other way transfer in whole or part its Contract with the Service Provider.

**TERMINATION OF SERVICE** - (i) The Service provider may elect to suspend service immediately on breach of any of these Terms & Conditions, including without limitation late or non-payment of sums due. (ii) Should the subscriber wish to cancel the contract before the contract term stated on the face of the order has elapsed, then the remaining monthly payments shall become payable immediately. (iii) After the term of the contract has completed, subscriptions to the Service Provider may be terminated by the Subscriber at any time provided a month's notice is given to the Service Provider (by Letter to Miltec Digital Ltd, Winnington Hall, Winnington, Northwich, Cheshire, CW8 4DU or E-Mail to [mail@miltec.co.uk](mailto:mail@miltec.co.uk)).

**FORCE MAJEURE** - (i) The Service Provider shall be under no liability if it is unable to carry out any of the agreed services due to reason or reasons beyond its control, Acts of God, Changes in Legislation, War, Revolution, Fire, Flood, Drought, Failure of Power Supply, Lock-outs, Strikes or other action taken by employees in contemplation or furtherance of a dispute or owing to the ability to procure material required for the performance of such. During the continuance of such a contingency the Subscriber may by written notice to the Service Provider (Letter to Miltec Digital Ltd, Winnington Hall, Winnington, Northwich, Cheshire, CW8 4DU or E-Mail to [mail@miltec.co.uk](mailto:mail@miltec.co.uk)) elect to terminate its subscription and pay any sums owing, but subject thereto shall otherwise accept the provision of services when available.

**LAW** - These Terms & Conditions and all other express terms of this document shall be governed and construed in accordance with the laws of England.