

NIKKIPILKINGTON.COM - TERMS AND CONDITIONS

These terms and conditions relate to all and any agreement between us when you buy services from us. Details of the consideration (price you pay and what we will supply) will be contained in the Purchase Order or Web Page that you purchased from.

1 SERVICES

- 2 "Services" are those supplied as detailed on the Purchase Order or Web Page.
- (2) Our services are provided to the best of our ability and based on our personal experience and any data, materials, information, facts and issues you provide. Any opinion, statement, recommendation or anything whatsoever shall not form a guarantee.
- (3) You confirm that you are aware that any results, whether on a marketing, sales or other basis cannot be guaranteed from our services.
- (4) Our services are provided to you for use in your organisation only, any attempt to use our services for the provision of Search Engine Optimisation services to another organisation or to sell the information provided to you under this agreement, for any other purpose will be deemed a fundamental breach of this agreement.

2 COMPATIBILITY

Use of the Internet is designed for computers which meet certain specifications as to hardware, including servers and software (equipment). It is your responsibility to ensure that any equipment that you use meets our minimum criteria for this. Consultancy advice can be provided to you at your request as to the specifications. We will advise you at the time of your request whether any additional charge will be made for the provision of this advice.

4 DEFINITIONS

"Services" means anything we do on your behalf in accordance with any agreement, and particularly as detailed in the Purchase Order.

"On-going services" means any services, such as monthly maintenance, which we provide on an on-going basis, usually after the initial work is completed, as particularly detailed in the Purchase Order.

"Nominated Persons" on the Purchase Order, if applicable, means the person(s) within your organisation who we will be dealing with. We will not deal with anyone else unless you have our written agreement. It is your responsibility to ensure that all contact details for all persons are accurate and up to date.

5 ABIDE BY TERMS

By making use of our organisation and its services you will be deemed to be aged 18 or over and to have read and understood and agree to be bound by the Purchase Order and terms and conditions. Where you are entering into an agreement on behalf of an organisation you confirm that you have the legal right to do so.

6 SUPPLY OF SERVICES

- (1) Whilst we will use our reasonable endeavours to supply the services, we shall not be responsible for any failure to provide services or any unavailability.
- (2) We make no warranty against electronic virus, worms or any other fault or defect or problems which may occur or as a result thereof, including data, documents or any e-mail or data we send to you.
- (3) Presence of a website on the internet is not our responsibility.
- (4) During the supply of services we may make recommendations for other suppliers and this does not form any endorsement or guarantee as to supply of either services or products.
- (5) We reserve the right to suspend the services and to substitute any person within our organisation, where necessary.

(6) Where specified on the Purchase Order, when we provide the services to your organisation we deal with nominated persons. However, we reserve the right to refuse to work with any specific individual within your organisation without specifying a reason.

(7) If we have specifically agreed on a Purchase Order to supply any report or documentation, they will be in whatever format and contain the information that we, in our absolute discretion, deem appropriate.

7 THIRD PARTY

(1) The very nature of the services we supply means that third parties may be involved (eg Google). The third parties involved with any services we provide will be fully outlined in the Purchase Order or you can ask us for full details.

(2) During the provision of any of our services to you, you authorise us to deal with others on your behalf

(3) By entering into any agreement with us you are also confirming that you have read and agree to adhere to that third party or user agreements applicable to the services, including, where applicable, any fee payment, and that, where applicable, you understand that there is an agreement directly between you and the Third Party. Furthermore, you specifically agree that we shall have no liability, obligation or responsibility for any activity, use or dispute between you and any such third party.

8 PRICES AND PAYMENT

(1) The price you must pay for our services will be fully outlined in the Purchase Order

(2) Payment for all services must be made in full, by bank transfer or Paypal in pounds Sterling within 7 days of the date of any invoice supplied. This includes any taxes due. You are deemed to have received any invoice if it is:

(a) Sent to you by Royal Mail and we have proof of posting of the invoice.

(b) Faxed or emailed, in which either event a transmission record will be retained by us.

(2) If you do not pay or there are any problems with your chosen method of payment then once you have ordered services you are still responsible for payment. If we do not receive payment within 7 days of the date of the invoice, then we will charge you statutory interest, together with statutory late payment penalties, whilst any part of the invoice remains unpaid, until we receive full cleared payment.

(3) Where payment is a part of staged payments, then late or non-payment automatically means that all work stops until such time that full payment (including any accrued or extra payment) is made. No refunds will be made and no work or product of services will be released until cleared payment in full has been made.

(4) Unless you have our written agreement otherwise, a non-refundable deposit is payable by you before we commence any work. Please refer to the Purchase Order for our payment structure.

(5) Where payment is to be made on a monthly basis for on-going services, you are charged 1 month in advance.

(6) We reserve the right to increase prices for any on-going services, such as maintenance, which may be as a result of Third Party increases. If we do, then we will give you at least 30 days notice in writing.

(7) For payment made via a third party/third party services, you confirm your agreement to adhere to that third party's user agreement.

9 PAYMENT & PASSING OF RIGHTS

(1) Upon cleared payment of all amounts due to us from you, you are assigned any rights in the services.

(2) Rights to any third party items, such as source code, always remain the property of their respective owners.

(4) You understand that you have a right to use our services and no rights of ownership are conveyed.

10 LICENSE TO USE

You agree that we have a non-exclusive, worldwide, and royalty-free licence for the whole of any term, including any renewal term if applicable, to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your content as necessary solely for the purposes of rendering and operating the services to you under this Agreement.

11 RESPONSIBILITY AND MISUSE

(1) You agree that you are responsible for the actions of all your employees, agents, consultants or those who appear or purport to be a member of your organisation or working with them.

(2) You agree that you will solely be responsible for your use of any services provided to you, that you will not misuse them in any way and that you will use our services legally and only for the purposes that they are intended to be used for to provide the services to your organisation. You will also be responsible for ensuring that you do not breach any third party agreements.

(3) Furthermore you agree that you will abide by all copyright and intellectual rights and that you will abide by any laws applicable to the services or the agreement between us and/or the operation of it.

(4) We refuse to handle in any way information, data or material which we, in our absolute discretion, deem to be illegal, offensive or controversial, and as such reserve the right to terminate this agreement without notice.

(5) You specifically agree that we have no liability in respect of this clause and furthermore you will indemnify us for any loss resulting in any breach of this clause.

12 ACCURACY, DATA RESPONSIBILITY

(1) You confirm that, as applicable, any data, information, materials or documents or anything passed to us has been checked by you as being accurate, suitable for the use you require, is proof-read and does not breach any copyright, intellectual property or the rights of any third party, whatsoever in nature, and is not contrary to any law and is virus-free and functions satisfactorily.

(2) You agree that all information will be provided by you in the format as specified within the Purchase Order. If we have to do any work because the information is not in this format then we reserve the right to charge you an additional amount for that work.

(3) You specifically confirm that we are not responsible for any omission, additions, changes, alteration, typographical, clerical or other error or omission within any information or documentation regarding the services.

(4) You specifically agree that we have no liability in respect of this clause and furthermore you will indemnify us for any loss.

13 OUR ACCESS

(1) You agree that you will do nothing which could restrict or inhibit our access for any examination, including following any complaint regarding the services.

(2) You will allow us full access to any existing technology, software, data and hardware and access to any documents and accounts you may hold which relate to the services.

(3) You will provide to us all information and anything that we need in order to complete the provision of services within specified deadlines. We will not be held responsible in any way for your failure to do this.

14 COPYRIGHT

(1) You confirm that that you hold the full copyright of anything that you provide to us (e.g. data, text for insertion, information, documents, logos and any other content whatsoever) or that you have obtained the copyright owner's permission to use it in this way.

(2) You confirm that you will not breach any copyright in so far as materials, software, information, content and anything whatsoever supplied to you or available from us. This specifically means you will not copy, assign, modify, make derivative works, create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device, reverse engineer, or access the services in any way to build a product using similar ideas, function, or which is in any way similar to ours.

15 TIME ESTIMATE

We will use all our reasonable endeavours to complete any supply or services within any time estimate that we give. However, we will not be liable for any loss or damage suffered because of any unavoidable or reasonable delay in completion, including third party involvement and your failure to deliver items such as documents or information. We will keep you informed about any delay.

16 DATA BACKUP

(1) It will always remain your responsibility to retain up to date back-ups of any data in connection with your web site once the services have been completed by us and it is not our responsibility to retain any copies.

(2) We can accept no responsibility whatsoever and will not be liable for any losses, claims or damages which may arise because data is not or has not been backed up.

17 LIABILITY DISCLAIMER

(1) To the extent that the law allows we will not be held responsible for any loss, incidental or consequential damage, or loss arising out of installation, use (unauthorised or otherwise), errors, mistakes, accident, theft or fraud, destruction, or any part of the provision of services.

(2) In the unlikely event that we would be held liable for any losses occurring as a result of using/ failing to use the services or at all, then such total damages for any loss whatsoever shall be limited, in relation to any one incident or series of related incidents, to 100% of the amount paid by you.

18 INFORMATION & DATA PROTECTION

Any services we provide to you may be reliant on information provided by you, so you are responsible for ensuring that any information you provide is accurate, correct and up-to-date. Data will be held according to current applicable Data Protection legislation subsisting in England.

19 CONFIDENTIALITY

Both of us agree that the specifications, documentation and information relating to this agreement are confidential, including information obtained about each other exclusively as a result of this agreement, and that only the agreed information can be disclosed to other parties, unless and until it comes into the public domain or as required by Statute or Court Order.

20 EXCLUSIVITY

You specifically agree that we have full and exclusive working rights within the terms of provision of any agreement and that you will not involve other parties without our specific agreement in writing.

21 ASSIGNMENT

(1) Any rights given cannot be transferred, sold, rented or shared in any way by you and nobody else can benefit but you. A copy of these Terms will be admissible in the case of any dispute or in any proceedings.

(2) We reserve the right to assign and/or sub-contract all or any part of the services but if we do this it will not affect your rights under any agreement.

22 ELECTRONIC ORDERS

In view of the nature of the services we provide, unless we have agreed otherwise in writing, we both agree that you waive any cancellation or refund rights under the Consumer Protection (Distance Selling) Regulations 2000, particularly Regulation 13.

23 QUERIES, COMPLAINTS & NOTICES

(1) We aim to respond to any non-product-support queries or complaints within 14 working days. Complaints must be addressed in writing to our address on the Purchase Order. If any cause of complaint may amount to a breach of any term of this condition then you must allow us 30 days to remedy that breach.

(2) Notices for either party must be in writing to the address which appears on any Purchase Order.

(3) Notices are deemed to have been received on the 7th day after posting using Royal Mail 1st class service provided that a duly stamped proof of posting is obtained from Royal Mail.

24 INVALIDITY

Each clause or any part of any agreement is to be regarded as independent of the others. This means that should any clause or any part at all of any agreement between us be found to be unenforceable or invalid it will not affect the enforceability or validity of the rest of our agreement.

25 TERM, BREACH AND CANCELLATION

(1) We reserve the right to terminate

(a) Immediately, if you breach any term of any agreement, including any third party user agreement. You will not be entitled to any refund of unused services.

(b) By giving you 30 days notice for other reasons. In these circumstances we will refund you for any unused services or pre-paid fees within 30 days of the service ceasing. However we will not be responsible for any other liability whatsoever, including claims, expenses, fees, relating to the notice period and/or cessation.

(4) If we do not act upon any breach immediately you should not assume that we have waived any rights as to enforceability or to seek redress, unless you have our express written agreement.

(5) You may cancel any Order after the **initial 6 months** by giving us 7 working days Notice prior to the next invoice date.

26 JURISDICTION

These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.