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## Terms and conditions

1. Epex Net UK Limited (hereinafter referred to as the 'supplier') agrees to provide services to the aforementioned individual, business, organisation or public body (hereinafter referred to as the 'customer').
2. The supplier will provide services as detailed in the specification, so long as the customer abides by the terms and conditions herewith. The supplier reserves the right to withdraw its services at its own discretion, particularly in the event of any failure to pay accounts or invoices by the customer. Upon such withdrawal of its services, the supplier shall be under no liability whatsoever to continue providing these services, or for any costs, losses and damages incurred by the customer. The supplier reserves the right to pursue payment for any work carried out prior to withdrawal of its services.
3. We do not allow hosting of websites containing illegal material. You should not store more data in your hosted area than your allocated server space permits. Bandwidth is set to 20MB of data transfer per month, per MB of allocated server space. The supplier reserves the right to make an additional charge if this amount is exceeded. FTP access to your server space is limited to your organisation, with due care to be taken in the control of your password. To protect your privacy we never distribute your name or email address to any third parties. A customer must not participate in any form of unsolicited bulk emailing or spamming.
4. Unless otherwise stated, the supplier will invoice for 50% of the total price prior to delivery, the remaining 50% will be invoiced upon delivery. Payment terms are strictly 14 days from date of invoice. All prices are subject to VAT where applicable at the prevailing rate.
5. Under The Late Payment of Commercial Debts (Interest) Act 1998 we reserve the right to charge interest at 8% above The Bank of England's base rate on any invoice where the agreed payment term has expired.
6. This proposal is valid for 30 days from the date of issue. After this period, the prices may be subject to change, particularly third party costs over which we have no control.
7. No work can be undertaken until the official order form, or an equivalent order provided by the customer, has been signed, dated and returned to our address. We are able to accept orders sent by fax, but regret that we cannot accept orders placed by email or via our website.
8. Should there be any requirement for additional services, the costs will be advised in advance and agreement obtained before implementation of changes or additions.
9. Any design, artwork or software produced by the supplier, or any other product of work carried out by the supplier, remains the intellectual property of the supplier, unless otherwise agreed with the customer. The supplier reserves the right to place their logo and a link to their website on any website it produces. The size and position of this will be advised in advance of publication.
10. Any schedules stated to the customer, whether verbally or in writing, are based on the supplier's circumstances at the time the schedule was advised. All schedules may therefore be subject to change at the discretion of the supplier. The supplier will endeavour to inform the customer of any changes to a schedule that has been advised previously.
11. The supplier reserves the right to carry out a credit check on any potential customer as it sees fit.
12. Where a customer's domain name is transferred to the supplier's name server, or the customer's domain IPS TAG is transferred, it is the customer's sole responsibility to make sure this is undertaken correctly. The supplier will supply all relevant information to make this possible, but is not responsible for any problems that may occur. Where the customer wishes to transfer their domain name from the supplier's name server to another name server, a request should be made in writing to the supplier and the date of transfer specified. The supplier shall not be liable for any problems arising from this transfer.
13. In all instances the supplier is not liable for the loss of a domain name, or losses arising from the renewal or non-renewal of a domain name. It is the customer's responsibility to ensure that a domain name is renewed in advance of the expiry date.
14. In no event shall the supplier be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of use of or inability to use the software, system, or other item(s) supplied even if the supplier has been advised of the possibility of such damages.
15. The supplier offers and the customer accepts all software, system, or other item(s) supplied 'AS IS'. The supplier does not warrant the software, system, or other item(s) supplied will meet the customer's requirements or will operate uninterrupted or error-free. All warranties, express or implied, are excluded from this agreement and shall not apply to any software, system, or other item(s) supplied under this agreement, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
16. The customer's sole and exclusive remedies against the supplier on any and all legal or equitable theories of recovery shall be, at the supplier's sole discretion, a) repair or replacement of the defective item(s); or b) refund of any fees paid by the customer.
17. Unless otherwise agreed/stated, the supplier will provide free telephone support for all systems delivered, for a period of one year after delivery except where item 2 applies. The supplier reserves the right to make a charge for any telephone support provided after this period.
18. On site support for any system delivered by the supplier, will be charged for at the sole discretion of the supplier, according to the supplier's prevailing pricing structure at the time the support is requested.
19. These terms and conditions are subject to alteration at any time. The current terms and conditions are available on request, or can be found on the supplier's website at <http://www.epex.co.uk>. These terms and conditions supersede any previously issued version.
20. These terms and conditions are governed by and subject to English law.
21. The terms and conditions listed above do not affect your statutory rights.