



ENVIRODOCS: TERMS AND CONDITIONS

1. **ABOUT US** We are Jalico Limited, incorporated and registered in England & Wales with company number 6331732, whose registered office is care of 19-21 Swan Street, West Malling, Kent ME19 6JU.
2. **DEFINITIONS** The definitions in this clause apply in these terms and conditions. IPR: all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including (without limitation) copyright. Link: any connection to a Envirodocs including (without limitation) hypertext links, iframe tags and javascript pop-ups. The expressions Linked and Linking shall be construed accordingly. Materials: the content uploaded to the Site by you for incorporation into each Envirodoc. Services: our services as described overleaf. Site: any website operated by us as we notify you from time to time. Software: any software in the Site and any software (if any) contained in each envirodocs publication. Envirodocs: each and every web-based virtual catalogue and brochure designed, created and hosted through the Site by us for you and your customers which has the look and feel of a paper based catalogue or brochure and enables visitors to view the Materials on the internet.
3. **YOUR AUTHORISATION**
 - 3.1 You are hereby authorised by us on the terms of this clause 3
 - 3.2 You shall not sell for the duration of your appointment any goods or services which compete with or are similar to our Services or Envirodocs.
 - 3.3 You shall not represent yourself as an agent of ours for any purpose, or make any representation on our behalf or commit us personally to any contracts with your customers. Further, you shall not, without the our prior written consent, make any promises or guarantees with reference to Envirodocs beyond those contained in our promotional material and any written material supplied by us or otherwise incur any liability on our behalf.
 - 3.4 We may terminate your documents under this clause 3 immediately at any time by written notice to you if:
 - (a) you commit any material breach of your obligations under these terms and conditions which (if remediable) is not remedied within 14 days after the service by us of written notice specifying the breach and requiring it to be remedied; or
 - (b) you become insolvent, bankrupt or unable to pay your debts within the meaning of insolvency legislation; or
 - (c) any process is instituted which could lead to you being dissolved and your assets being distributed to your creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).
 - 3.5 On the termination of your appointment, whether in accordance with clause 3.4 or as described overleaf, all access rights to the Site will be suspended and we will cease supplying the Services to you.
 - 3.6 Although you are described as our partner, nothing in our relationship is intended to, or shall be deemed to, establish any partnership or joint venture between us, constitute either of us as the agent of the other, nor authorise either of us to make or enter into any commitments for or on behalf of the other.
4. **APPLICATION OF THESE TERMS AND CONDITIONS**

Each uploading of Materials by you for a ENVIRODOCS shall be a separate contract for Services between you and us on terms set out herein and no termination of any one contract relating to Services for a ENVIRODOCS shall entitle you to repudiate or cancel any other contracts.
5. **HOSTING**
 - 5.1 Following the expiry of 12 months from the date of the creation of a ENVIRODOCS the hosting services for that ENVIRODOCS will automatically terminate and the ENVIRODOCS will be deleted from our or a third parties' servers. We shall, following a notice from you before the expiry of the 12 month period, provide such assistance as is reasonably requested in transferring the hosting of that envirodocs to you or another service provider, subject to the payment of our reasonably incurred expenses.
 - 5.2 We may, at any time, at our sole discretion, elect to suspend the hosting services for any Envirodoc and suspend the licenses under clause 10.1 if:
 - (a) there is any breach of these terms and conditions by you;
 - (b) we terminate your appointment pursuant to clause 3.4,
 - (c) any Material in a Envirodoc is Inappropriate Content (see clause 11);
 - (d) any such suspension is for the purpose of carrying out scheduled or emergency maintenance to the Site or to substitute, change, reconfigure, relocate, or rearrange service equipment pursuant to any service level agreement; or
 - (e) such suspension is in accordance with an order, instruction or request of government, an emergency service organisation or other competent administrative authority, and we accept no responsibility or liability for this suspension to you or your customers. Exercise by us of our rights of suspension under clause 5.2 shall not function as a waiver of any right or termination which we may have under this agreement.
6. **AMENDMENTS TO ENVIRODOCS**
 - 6.1 We may, at any time, amend or upgrade any Envirodocs to correct faults or add functionality. We warrant that any such amendment or upgrade will not create any significant differences from the previous versions of the Envirodoc as to be generally accepted as constituting a new product.
 - 6.2 You shall procure that we will be entitled to contact your customers with regard to any Envirodoc for the purposes of clause 6.1.
7. **FEES AND PAYMENT**
 - 7.1 We shall issue a VAT invoice in respect of the fees and the charges per page as stated (and as revised from time to time). You shall pay us the amount set out in such invoice within 30 days. All amounts are exclusive of VAT.
 - 7.2 If you fail to pay any amount payable to us, we shall be entitled, but not obliged, to charge you interest on the overdue amount. Such interest shall be payable by you immediately on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 4% per annum above the base rate for the time being of Abbey Business Banking. Such interest shall accrue on a daily basis and be compounded quarterly. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
8. **WARRANTIES**
 - 8.1 We shall perform the Services with reasonable care and skill.
 - 8.2 We only warrant that the Envirodocs will perform substantially in accordance with the free examples that can be generated by any visitor to the Site. If the Envirodocs do not so perform we shall, for no additional charge, carry out any work necessary in order to ensure that the Envirodoc substantially perform.
 - 8.3 The warranty set out in clause 8.2 shall not apply to the extent that any failure of a Envirodoc is caused by any Materials.
 - 8.4 Subject to clause 9.1, this clause 8 sets out the full extent of our obligations and liabilities in respect of the supply of the Services and Envirodocs. All conditions, warranties or other terms concerning the Envirodocs or the Services which might otherwise be implied into this agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.
9. **LIMITATION OF REMEDIES AND LIABILITY**
 - 9.1 Nothing in these terms and conditions shall operate to exclude or limit our liability for:
 - (a) death or personal injury caused by our negligence; or
 - (b) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (c) fraud or fraudulent misrepresentation; or
 - (d) any other liability which cannot be excluded or limited under applicable law.
 - 9.2 We shall not be liable to you or to any third party for any damage to software, damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.
 - 9.3 Subject to clause 9.1, as a result of the nature of electronic communications via the internet, and although we will make commercially reasonable efforts to maintain the currency, accuracy and availability of the Envirodocs and the Site, we make no warranty or representation that the Envirodocs and the Site will be uninterrupted or error free. Accordingly, we will not be liable (and hereby exclude liability) for the consequences of any inaccuracy, interruption or errors in the Envirodocs or the Site.
 - 9.4 Subject to clause 9.1, our aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with your appointment or for the Services or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 50% of the total fees payable by you to us in that calendar month.
10. **IPR (Intellectual Property Rights)**
 - 10.1 All IPR in the Site and the Envirodocs (including in the content of the Site, the Envirodocs and the Software), but excluding the Materials, shall be our property. For each Envirodoc created, we hereby grant you a perpetual, royalty-free, non-exclusive license of such IPR solely for the purpose of Linking to that Envirodoc.
 - 10.2 You shall be entitled to sub-license the rights granted under clause 10.1 to your customers provided that you shall be responsible for all acts and omissions of your customers as if they had been yours and you shall indemnify us against all damages, losses and expenses (including legal fees) arising as a result of any such acts and omissions by your customers.
 - 10.3 Specifically in respect of any Software licensed pursuant to clauses 10.1 and 10.2, you shall not, and shall procure that your customers shall not, copy (except to the extent permissible under applicable law), reproduce, translate, adapt, vary or modify the Software, nor communicate it to any third party, without our prior written consent.
11. **MATERIALS**
 - 11.1 By uploading Materials to the Site you warrant and undertake that you or your customers have granted you the necessary permissions and licenses to reproduce, make available, distribute and allow others to view and use the Materials in whole or in part or in any form in a Envirodoc. If your customers have not been granted such permissions, you shall indemnify us against all damages, losses and expenses arising as a result thereof.
 - 11.2 You shall ensure that the Materials do not infringe any applicable laws, regulations or third party rights (including, without limitation, material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party IPR) (Inappropriate Content).
 - 11.3 Only Materials will be included in the Envirodocs. You acknowledge that we have no control over any Materials placed on the Site by you and do not purport to monitor the content of the Site and the Envirodocs. We shall notify you if we become aware of any allegation that any content in a Envirodoc and/or on the Site may be Inappropriate Content.
 - 11.4 You shall indemnify us against all damages, losses and expenses arising as a result of any action or claim that the Materials constitute Inappropriate Content.
12. **GENERAL**
 - 12.1 You may not assign or transfer any of your rights or obligations under these terms and conditions.
 - 12.2 Neither of us shall have any remedy in respect of any untrue statement (whether written or oral) made to each other on which we relied in entering into the agreement between us (Misrepresentation), and neither party shall have any liability other than pursuant to the express terms contained herein. Nothing in this clause shall exclude or limit either party's liability for fraud or any Misrepresentation made knowing that it was untrue.
 - 12.3 Our obligations shall be suspended during the period and to the extent that we are prevented or hindered from complying with them by any cause beyond our reasonable control including (without limitation) the breakdown of equipment, electronic communications or problems with the internet. In the event that we are so hindered or prevented, we concerned shall give notice of suspension as soon as reasonably possible to you stating the date and extent of the suspension and its cause.
 - 12.4 This agreement between us is made solely for our benefit and is not intended to benefit, or be enforceable by, any other person except that all indemnities given by you are also intended to benefit our subsidiaries, holding companies and associated companies.
 - 12.5 Any variation of these terms and conditions shall be in writing and signed by or on behalf of both of us. A waiver of any right is only effective if it is in writing.
 - 12.6 If any provision (or part of a provision) of these terms and conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
 - 12.7 You declare that you have the right, power and authority and have taken all actions necessary to execute and deliver, and to exercise your rights and perform your obligations hereunder.
 - 12.8 Our agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.
 - 12.9 You irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the agreement between us.