

TERMS AND CONDITIONS – DIGITAL APPS

- 1 (a) In these Terms and Conditions 'the Company' means Adjacent Digital Politics Ltd and 'the Client' (which expressions shall include any principal on whose behalf the Client Order Form overleaf ('the Order') is agreed means the person, firm or company placing the order. Persons agreeing to the Order shall be deemed to have authority so to do from the person, firm or company on whose behalf they are acting or purporting to act.
(b) Orders placed with the Company shall constitute a contract when the Client either signs the Order (including electronic signatures) or confirms acceptance by email.
(c) The Company and the Client acknowledge that these Terms and Conditions have been given due consideration and that they are considered reasonable and fair to both parties.
(d) The Company reserves the right to revise these Terms and Conditions from time to time.
- 2 (a) The Client shall supply the Company sufficient material as requested by the Client on or before the "content required by date" and if no such date is specified then within 14 days of the date of the Order.
(b) If the Client fails to supply any requested material by the requested content date then the Company will invoice the Client in full and settlement will be required 14 days from the date of the invoice. If the Client fails to supply requested material by one month after the requested date then the Client will also lose the right for the APP to be created.
(c) Delivery policy – Products/Services will be delivered digitally in accordance with the month commencing date as stated in Part 2 of the Order Form.
- 3 In the event of:-
 - (i) any distress execution or other legal process being levied upon any of the Client's assets;
 - (ii) the Client entering into any arrangement or composition with its creditors committing any act of bankruptcy or (being a Corporation) an order being made or an effective resolution being passed for its winding up except for the purposes of amalgamation or reconstruction as solvent company or a Receiver being appointed in respect of the whole or any part of its undertaking or assets;
 - (iii) non-payment by the Client of any monies due from it to the Company, the Company shall be entitled to cancel this or any contract between the Client and the Company.
- 4 (a) In the event of any such cancellation by the Company in accordance with Clause 3 above or any repudiation of the contract by the Client the Company shall be entitled to recover as damages from the Client all loss and damage of whatever kind consequential or otherwise which the Company shall sustain in connection with such cancellation.
(b) The exercise of the rights conferred by this condition shall be without prejudice to any other right enjoyed by the Company pursuant to the Terms and Conditions or by law.
- 5 The Company reserves the right to refuse acceptance of or to cancel any order at any time prior to the APP being produced without giving reason therefore and (subject to Clauses (3) and (4 a) above) in circumstances the Company shall repay to the Client any monies paid by the Client and such repayment shall constitute entire discharge of the Company's liabilities to the Client in respect of such refusal or cancellation.
- 6 The Company shall not be liable for loss or damage suffered by the Client or a third party by reason of the Client infringing the copyright or trademark or other rights whatsoever of a third party and the Client agrees to indemnify the Company against any cost claims demands and expenses in respect of any infringement thereof. The client confirms that the information concluded on the website complies with all relevant statutes and regulations including, for example, the Obscene Publications Act 1959, the Indecent Displays Act 1981 and the Defamation Act 1996.
- 7 (a) The Company does not undertake with the Client to grant any trade monopoly and reserves the right to use Client material.
(b) The Company does not agree to provide exclusive rights to material and the APP.
(c) The Company retains all rights, title, and interest in and to all copyrights, trademarks, trade secrets, patents and any other proprietary rights in the Services, the software and application programming interfaces (APIs) comprising the Services and all content therein.
(d) The Client agrees to license the APP for a 12 month period and a renewal fee will be incurred in order to continue to use.
(e) The Client reserve the right to terminate or block accounts in the event of any abuse of the APP or at the Company's sole discretion.
- 8 (a) The total charge for the Client's APP is set out overleaf and is subject to settlement 14 days from the invoice date.
(b) The Company reserves the right to charge interest on overdue accounts at eight percent above the Base Lending Rate in force at the time the account becomes overdue.
(c) Any payment due under the Order shall be made in full without set off or counterclaim.
(d) In the event of non payment or non compliance of our payment terms then the Client shall be responsible for all legal, collection and debt recovery fees and costs.
- 9 (a) The Client shall have the right to cancel the order within 7 days of the date hereon. However, if the Order is formed within the month that the APP/product/service commences then there is no cancellation period. Notice must be given in writing by the Client using Recorded Delivery Post or by email, other than aforesaid the Order is binding on the Client and payment is due in full.
(b) Disputes must be raised within 10 working days from the date of the invoice. Details of a dispute must be given in writing, (letters, fax and emails are acceptable forms of notification). Physical proof of delivery may be requested. In the event that a refund is agreed, then this will be processed within 5 working days of the refund acceptance.
- 10 (a) Every order shall be subject to these Terms and Conditions to the exclusion of any other terms (but not limited to) any terms contained in any earlier set of Terms and Conditions issued by the Company or any form of order or any other documentation issued by the Client.
- 11 (a) The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any errors or omissions or any information which is incomplete, incorrect, or inaccurate by reason of events beyond the Company's control.
(b) Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these conditions, the company shall not be liable to the client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the expressed terms of the contract, for any loss of profit or any indirect, special or consequential loss. Damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the provision of any services by the Company and the entire liability if the Company under or in connection with the contract shall not exceed the amount of the Company's charges for the provision services.
- 12 This contract is subject to and governed by the laws of England and Wales and the Client and the Company shall submit to the jurisdiction of the English Courts.
- 13 The Client gives consent to The Company to carry out a credit search on the Partners and Directors of the organisation now or at a future date. The credit search will be recorded by an agency and may be disclosed to subsequent enquirers.