

Cornish Web Solutions - Terms and Conditions

The important small print that needs to be read and agreed to, prior to provision of services from us. If these terms are required in electronic, print or large print format, please contact us.

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than Saturday or Sunday that is not a bank or public holiday;
“Commencement Date”	Means the date on which the preliminary payment is received by Cornish Web Solutions ;
“Confidential Information”	means all business, technical, financial or other information created or exchanged between the Parties in the course of the Project including the existence of the Project;
“Preliminary Payment”	means a payment by way of deposit defined in Clause 4.1;
“Project”	means, collectively, the work to be carried out by Cornish Web Solutions for the Client as set out in the Project Specification;
“Project Fees”	means the price for the Project as agreed by the Parties as set out in Schedule 2 to this Agreement;
“Project Milestone”	means one of multiple phases that the Project has been divided up into as set out in the Project Specification;
“Project Specification”	means a document setting out in detail the work which the Client requires Cornish Web Solutions to perform as referenced in Clause 2 of this Agreement and attached as Schedule 1 to this Agreement; and
“Site Materials”	means all components of the Web Site as supplied by the Client to Cornish Web Solutions for the purpose of developing and creating the Web Site, and as created or otherwise sourced by Cornish Web Solutions in the course of developing and creating the Web Site. This includes, but is not limited to, source code, text, graphics, images and animations.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provisions of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to this Agreement; and
- 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

2. Project Specification

2.1 The Parties have prepared and agreed upon a detailed Project Specification for the Website as set out in Schedule 1 to this Agreement.

2.2 The Project Specification sets out in full the work that is required by the Client. The Specification includes (but is not necessarily limited to) details of the following:

- 2.2.1 the nature of the Client’s business and the purpose of the Web Site;
- 2.2.2 the type of work required, specifying either a new scratch-built Web Site, the re-design of the Client’s current website, or modifications to the current website;
- 2.2.3 the (proposed) URL of the Web Site;

- 2.2.4 the Site Materials (where relevant) that the Client will supply to Cornish Web Solutions for use in the Project along with details of when and where those materials are to be used;
 - 2.2.5 drafts of code, text and / or visual layouts (where available) that reflect the work required by the Client; and
 - 2.2.6 the time frame for the Project including desired start and finish dates.
- 2.3** Either Party may request or propose amendments to the Project Specification. Any proposed amendments must be made in writing.
- 2.4** Cornish Web Solutions shall use its best and reasonable endeavours to adhere to all provisions in the Project Specification. Where such requirements cannot reasonably be accommodated, Cornish Web Solutions reserves the right to amend the Project Specification in accordance with sub-Clause 2.3 above.

3. Time

The Parties hereby agree that time shall not be of the essence. The Parties may have agreed upon a completion time in the Project Specification. Cornish Web Solutions shall not be responsible for any Project over-runs, irrespective of the cause.

4. Fees, Payment and Expenses

- 4.1** The Client shall make a non-refundable Preliminary Payment amounting to 50% of the Project Fee by way of deposit prior to the commencement of the Project. No work shall begin until the Preliminary Payment is received in full.
- 4.2** The agreed Project Fees shall become payable upon the successful completion of the Project and delivery of the Web Site, completed in accordance with the Project Specification.
- 4.3** The Client shall make any and all payments against invoices issued by Cornish Web Solutions for the relevant amounts.
- 4.4** The Client shall cover the following expenses:
- 4.4.1 those including travel, hotel, computer consumables, stock photography, general design elements and other expenses which Cornish Web Solutions may necessarily and properly incur for the purposes of the Project, other than expenses of travelling between normal places of residence and the place at which Cornish Web Solutions carries on its business;
 - 4.4.2 those incurred by Cornish Web Solutions that may result from addressing any amendments to the Project Specification made under sub-Clauses 2.3 or 2.4 of this Agreement; and
 - 4.4.3 those incurred by Cornish Web Solutions in the correction of any faults identified during testing in accordance with sub-Clauses 12.3 and 12.6 of this Agreement.
- 4.5** The Client reserves the right to query any expenses detailed in sub-Clause 4.4 above and shall not be required to cover any expenses that are not directly related to the Project or those for which no valid receipts or invoices can be produced.
- 4.6** In the event that Cornish Web Solutions faces additional expenses related to the Project that are outside the scope of those detailed in sub-Clause 4.4 above, such expenses shall not be incurred without the prior written consent of the Client.
- 4.7** Any prices and amounts displayed on invoices, quotes to be paid exclude VAT. The Client does not have to pay any VAT on services with Cornish Web Solutions. The business does not currently turn over the required threshold to be legible for VAT Registration.

5. Late Payment

If the Client fails to make any payment due to Cornish Web Solutions under Clause 4 of this Agreement on the due date then, without prejudice to any other right or remedy available to Cornish Web Solutions, Cornish Web Solutions shall be entitled to:

- 5.1** terminate this Agreement by giving written notice to the Client provided that the Client fails to make the due payment within 20 Business Days after receiving written notice from Cornish Web Solutions giving full particulars of the payment due and requiring such payment to be made within 10 Business Days;
- 5.2** charge the Client interest (both before and after any judgement) on the amount unpaid, at the rate of 5% per annum above the Bank of England base rate until payment in full is made (a part of a week or month being treated as a full week or month for the purpose of calculating interest); and
- 5.3** suspend the Project, resuming upon receipt of cleared funds amounting to all amounts due by Cornish Web Solutions. Cornish Web Solutions shall not be liable for any Project delays occasioned by the Client's failure to make required payments on time.
- 5.4** remove the website until the client pays the full amount. Payment of any balance outstanding will be due within 30 days of the final invoice date. Any material previously published to the client's website may be removed if payment is not received. When this occurs, a minimum charge of £80 will be required to have the site restored.

6. Ownership of Site Materials

- 6.1** Cornish Web Solutions shall retain legal and beneficial ownership of all Site Materials created by them under this Agreement until all charges are paid in full by the Client. Upon receipt by Cornish Web Solutions of all sums due and of a Final Project Acceptance form completed by the Client in accordance with Clause 13 of this Agreement, legal and beneficial ownership shall be immediately assigned to the Client.

- 6.2 The Client shall retain ownership of all Site Materials owned by them prior to entering into this Agreement. No property shall be assigned to Cornish Web Solutions by the Client at any time.
- 6.3 Cornish Web Solutions reserves the right to display images and samples of the work created for the client for portfolio and work sample purposes.

7. Intellectual Property

- 7.1 All Site Materials provided by the Client and the copyright, design rights and trademarks therein shall remain the property of the Client. Cornish Web Solutions shall use such Site Materials under licence for the sole purpose of completing the Project.
- 7.2 The Client warrants that they have obtained all relevant permissions and rights for the use of any Site Material that they provide that are owned by, or were otherwise created by, a third party.
- 7.3 Cornish Web Solutions shall bear no responsibility for ensuring that Site Materials supplied by the Client carry with them the appropriate third party permissions for use and reproduction.
- 7.4 Cornish Web Solutions shall retain ownership of the copyright subsisting in any and all Site Materials created by them under this Agreement until all charges are paid in full by the Client. Upon receipt by Cornish Web Solutions of all sums due and of a Final Project Acceptance form completed by the Client in accordance with Clause 13 of this Agreement, all relevant copyright shall be immediately assigned to the Client.
- 7.5 Except as expressly set out in this Clause 7, this Agreement does not transfer or grant to Cornish Web Solutions any right, title or interest in any intellectual property rights belonging to the Client.

8. Site Materials Delivery

- 8.1 Unless it is specified otherwise in the Project Specification or otherwise agreed in writing by the Parties, all text shall be provided by the Client in electronic format and all photographs and other graphics shall either be in electronic format or of a suitable print quality for scanning. Cornish Web Solutions shall not be responsible for poor quality images where the poor quality is a direct result of the supply of poor quality originals from the Client.
- 8.2 The Client shall make all required Site Materials and other material available to Cornish Web Solutions in a timely manner. Cornish Web Solutions shall not be liable for any delays caused by the Client's failure to comply with this Sub-Clause.
- 8.3 If the Client fails to provide Site Materials within 4 weeks of project commencement and previously agreed to do so, Cornish Web Solutions withholds the right to impose a surcharge of 10% of the final project costs. After four weeks from project commencement and nothing is received, Cornish Web Solutions will send a notice to the client explaining the situation. Four weeks after sending the notice and the Client still doesn't communicate with Cornish Web Solutions or provide required content; Cornish Web Solutions reserves the right to close the project immediately and all outstanding costs become payable immediately.
- 8.4 Cornish Web Solutions shall use its best and reasonable endeavours to return to the Client all Site Materials and other material originally supplied by the Client however such return is not guaranteed and Cornish Web Solutions shall not be liable for any loss or damage to such material. It is the Client's responsibility to ensure that appropriate backups are made.
- 8.5 No material submitted by the Client should consist of anything which may, under the laws of England and Wales, be deemed immoral, offensive, obscene or illegal. Cornish Web Solutions reserves the right to reject such materials and is under a positive obligation to inform the relevant authorities of the Client's possession of such material.

9. Grant of Licence

The Client hereby grants to Cornish Web Solutions a non-exclusive licence to use any and all Site Materials provided by the Client for the purposes of completing the Project under the terms of this Agreement. Such use shall be deemed to cover the restricted acts specified in Section 16 of the Copyright Designs and Patents Act 1988 and shall include, but not be limited to:

- 9.1 editing;
- 9.2 modification;
- 9.3 adaptation;
- 9.4 translation;
- 9.5 publication;
- 9.6 reproduction;
- 9.7 transmission;
- 9.8 distribution; and
- 9.9 display.

10. Project Reports

- 10.1 Cornish Web Solutions shall provide frequent reports detailing the progress of the Project, indicating any important matters for the attention of the Client.

- 10.2 In the event that the Project falls behind schedule in the opinion of either Party, either Party may request a meeting to further discuss the Project including rectifying delays and putting the Project back on schedule.
- 10.3 These reports may take the form of emails, letters or even telephone updates, letting the client know the progress of the project.

11. Delivery

- 11.1 The completed website will be delivered to the Client immediately following testing by Cornish Web Solutions in accordance with sub-Clause 12.2 of this Agreement.
- 11.2 The Web Site shall be uploaded using File Transfer Protocol ("FTP") to a hosting server of their choice by Cornish Web Solutions for no additional charge. If the Client wishes the Web Site to be delivered on a CD or DVD, the Client shall pay an additional fee as set out in Schedule 2 to this Agreement.
- 11.3 Following delivery, the Client may request that Cornish Web Solutions retains and securely stores a back-up copy of the Web Site. Cornish Web Solutions shall use its best and reasonable endeavours to keep such a back-up safe and secure and shall do so at no additional cost to the Client.

12. Testing

- 12.1 For the purposes of this Clause 12 "testing" shall be deemed to include (but not necessarily be limited to):
 - 12.1.1 testing the functionality of all code on each individual page of the Web Site;
 - 12.1.2 checking the integrity of all links;
 - 12.1.3 checking animated or other video content for errors;
 - 12.1.4 testing the functionality of all interactive features; and
 - 12.1.5 testing the Web Site on all mainstream web browsers [as specified in the Project Specification].
- 12.2 Prior to delivery of the completed Web Site to the Client, Cornish Web Solutions will test the relevant sections of the Web Site thoroughly in accordance with sub-Clause 12.1 of this Agreement, and in accordance with any additional criteria agreed by the Parties in the Project Specification or otherwise in writing.
- 12.3 In the event that Cornish Web Solutions identifies any faults in the relevant sections of the Web Site, it shall use its best and reasonable endeavours to correct such faults in a timely manner prior to testing by the Client in accordance with sub-Clause 12.4 below.
- 12.4 Following the completion of testing by Cornish Web Solutions and the making of any necessary corrections to the relevant sections of the Website, the completed Web Site will be delivered to the Client in accordance with Clause 11 of this Agreement. Upon delivery, the Client shall have a period of 5 Business Days (the "Testing Period") to test the relevant sections of the Web Site in accordance with sub-Clause 12.1 of this Agreement.
- 12.5 In the event that the Client identifies any faults in the relevant sections of the Web Site, it shall inform Cornish Web Solutions, in detail, of such faults in writing at the end of the Testing Period.
- 12.6 Following the receipt of details of any faults from the Client, Cornish Web Solutions shall use its best and reasonable endeavours to correct such faults in a timely manner.
- 12.7 Any additional work required to correct faults under sub-Clauses 12.3 and 12.6 of this Agreement, shall be completed at no extra cost to the Client save for any reasonable expenses as detailed in sub-Clause 4.4.3 of this Agreement.

13. Acceptance and Release

- 13.1 Following the completion of the Web Site to the Client's satisfaction, including the correction of any faults found during testing Cornish Web Solutions shall provide a Final Project Acceptance form for the Client to complete and return indicating completion and acceptance of the Web Site.
- 13.2 The Client shall only acquire all rights to use the completed Web Site in full upon Cornish Web Solutions' receipt of the completed, signed Final Project Acceptance form.

14. Publicity

- 14.1 The Client hereby agrees to the placement of a hyperlink to Cornish Web Solutions' web site on the website (a "Contractor Link").
- 14.2 Cornish Web Solutions' Link shall take the form of a logo or other relevant image or shall be in the form of text as described in the Project Specification.
- 14.3 The Client shall retain Cornish Web Solution's Link on their website until the web site is redesigned by another party, such redesign creating more than a merely insubstantial difference of impression upon an average user, and using different graphics and layout for the design than originally created by Cornish Web Solutions.
- 14.4 If the Client wishes to remove the Link to Cornish Web Solutions, an additional charge of 45% of the final project cost will be payable.

15. Contractor's Warranties

- 15.1** Cornish Web Solutions hereby represents and warrants to the Client that:
- 15.1.1 the Web Site will, after completion, delivery and any remedial work required following testing, provide the facilities and functions and otherwise perform as set out in the Project Specification;
 - 15.1.2 Cornish Web Solutions has and will continue to have the right to grant all the rights and licences granted herein or that it purports to grant to the Client pursuant to and under the terms of this Agreement;
 - 15.1.3 the Client's use and operation of the Web Site will not infringe the intellectual property rights of any third party;
 - 15.1.4 no Site Materials created or sourced by Cornish Web Solutions will contain anything that is in any way unlawful, harmful, threatening, obscene, harassing, discriminatory, defamatory or otherwise objectionable or that facilitates or promotes violence, terrorism, or any other criminal activity;
 - 15.1.5 the Client will require no software other than that specified in the Project Specification to operate the Web Site; and
 - 15.1.6 all services provided to the Client by Cornish Web Solutions shall be provided in a timely and orderly fashion by skilled and experienced personnel acting with all due care and skill in accordance with the best professional standards current in the website design industry.
- 15.2** In the event that Cornish Web Solutions receives written notice from the Client of any breach of the warranties set out in sub-Clause 15.1 above, Cornish Web Solutions shall at its own expense promptly remedy the defect or error in question.
- 15.3** Cornish Web Solutions shall have no liability or obligation under the warranty in sub-Clause 15.1.2 unless it has received written notice of the defect or error in question no later than 12 months following the Client's final acceptance of the Web Site in accordance with Clause 13 of this Agreement.

16. Client's Warranties

- 16.1** The Client hereby represents and warrants to Cornish Web Solutions that:
- 16.1.1 it has the power and authority to enter into and perform its obligations under this Agreement; and
 - 16.1.2 no Site Materials created or sourced by the Client will contain anything that is in any way unlawful, harmful, threatening, obscene, harassing, discriminatory, defamatory or otherwise objectionable or that facilitates or promotes violence, terrorism, or any other criminal activity
- 16.2** In the event that the Client receives written notice from Cornish Web Solutions of any breach of the warranties set out in sub-Clause 16.1 above, the Client shall at its own expense promptly remedy the defect or error in question.

17. Liability

- 17.1** Subject to Clause 18 of this Agreement, Cornish Web Solutions shall not be liable to the Client for any indirect or consequential loss the Client may suffer even if such loss is reasonably foreseeable or if Cornish Web Solutions has been advised of the possibility of the Client incurring it.
- 17.2** Cornish Web Solutions' entire liability to the Client in respect of any breach of its contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement shall be limited to 40% of the final cost of the project.
- 17.3** Notwithstanding any other provision in this Agreement, Cornish Web Solutions' liability to the Client for death or injury resulting from his own negligence or that of his employees, agents or sub-contractors shall not be limited.

18. Indemnity

- 18.1** Cornish Web Solutions shall indemnify the Client against any and all liability, loss, damage, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Client or by a third party whether direct, indirect or consequential arising out of any dispute or contractual, tortious or other claims or proceedings brought by a third party alleging infringement of his intellectual property rights by parts of the Web Site created or supplied by Cornish Web Solutions provided that:
- 18.1.1 this indemnity shall not apply to any infringement of a third party's intellectual property rights arising as a direct result of any alteration or modification of any Site Materials provided by the Client;
 - 18.1.2 in addition to the above indemnity, where an injunction restraining use by the Client of the Web Site or any other content (as delivered by Cornish Web Solutions) or any part of it is, in the reasonable good faith opinion of the Client's legal advisers communicated in writing to Cornish Web Solutions, likely to be granted by the court to the third party, Cornish Web Solutions shall either:
 - 18.1.2.1 do all acts and things necessary to render those parts of the Web Site or other content created or procured by Cornish Web Solutions, or the appropriate part of them, non-infringing without affecting any of Cornish Web Solutions' other duties and obligations under this Agreement; or
 - 18.1.2.2 obtain a licence from the third party granting the Client the right to continue using the Web Site or other content (as delivered by Cornish Web Solutions) or the part of them that infringes.

- 18.1.3 the Client gives written notice to Cornish Web Solutions of any claim or proceeding as soon as reasonably possible following receipt of it;
 - 18.1.4 the Client makes no admission of liability and gives Cornish Web Solutions sole authority to defend or settle the claim or proceedings at Cornish Web Solutions' cost and expense; and
 - 18.1.5 the Client gives Cornish Web Solutions all reasonable assistance in connection with any such claims or proceedings at Cornish Web Solutions' cost and expense.
- 18.2** The Client agrees to fully indemnify and hold Cornish Web Solutions free from any and all claims for intellectual property infringement that may arise out of the Client's failure to obtain the required permissions and rights for the use of any Site Material provided.

19. Notices

- 19.1** All notices under this Agreement shall be in writing.
- 19.2** Notices shall be deemed to have been duly given:
- 19.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient;
 - 19.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated;
 - 19.2.3 on the fifth Business Day following mailing, if mailed first class, postage prepaid; or
 - 19.2.4 on the tenth Business Day following mailing, if mailed by airmail, postage prepaid.
- 19.3** In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other party.

20. Confidentiality

- 20.1** During the term of this Agreement [and after termination or expiration of this Agreement for any reason for a period of 12 months starting on the project commencement, the following obligations shall apply to the Party receiving Confidential Information (the "Receiving Party") from the other Party (the "Disclosing Party").
- 20.2** Subject to sub-Clause 20.3, the Receiving Party:
- 20.2.1 may not use any Confidential Information for any purpose other than the performance of his obligations under this Agreement;
 - 20.2.2 may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party; and
 - 20.2.3 shall make every effort to prevent the use or disclosure of the Confidential Information.
- 20.3** The obligations of confidence referred to in all provisions of this Clause 20 shall not apply to any confidential information that:
- 20.3.1 is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain prior to its receipt by the Receiving Party;
 - 20.3.2 is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;
 - 20.3.3 is required to be disclosed by any applicable law or regulation; or
 - 20.3.4 is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the Disclosing Party in respect thereof and who imposes no obligations of confidence upon the Receiving Party.
- 20.4** Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this Clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this Clause in addition to any damages or other remedies to which he may be entitled.
- 20.5** The obligations of the Parties under all provisions of this Clause shall survive the expiry or the termination of this Agreement for whatever reason.

21. Termination

- 21.1** Either Party (an "Initiating Party") may terminate this Agreement with immediate effect by written notice to the other party (the "Breaching Party") on or at any time after the occurrence of an event specified in sub-Clause 21.2.
- 21.2** The events referred to in sub-Clause 21.1 are:
- 21.2.1 the Breaching Party committing a material breach of this Agreement and failing to remedy that breach within 30 Business Days starting on the day after receipt of notice from the Initiating Party giving details of the breach and requiring the Breaching Party to remedy the breach;
 - 21.2.2 the Breaching Party passing a resolution for winding up, a court of competent jurisdiction making an order for the Breaching Party's winding up or the presentation of a petition for the Breaching Party's winding up that is not dismissed within seven days (other than, in each case, for the purposes of solvent amalgamation or reconstruction in such a manner

- that the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by or assume the Breaching Party's obligations under this Agreement);
- 21.2.3 the making of an administration order in relation to the Breaching Party or the appointment of a receiver over or an encumbrancer taking possession of or selling an asset of the Breaching Party; or
- 21.2.4 the Breaching Party making an arrangement or composition with his creditors generally or making an application to a court of competent jurisdiction for protection from his creditors generally.
- 21.3** An act or omission by a person who controls, is under common control with, or is controlled by a Party that would be a breach of this Agreement on his part if it were an act or omission of the Party shall be deemed to be a breach of this Agreement by the Party.
- 21.4** Termination of this Agreement for whatever reason shall not affect either:
- 21.4.1 the accrued rights and liabilities of the Parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right to recover damages against the other; or
- 21.4.2 provisions that are expressed to survive this Agreement, which shall remain in full force and effect.

22. Relationship of Parties

Nothing in this Agreement shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between Cornish Web Solutions and the Client.

23. Assignment

Neither Party shall assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

24. Non-Solicitation

- 24.1** The Client undertakes that it shall not during this Agreement, nor during the period of 6 months following the termination of this Agreement, either, on its own account or in conjunction with or on behalf of any other person, firm or company, solicit or entice away any employee of Cornish Web Solutions.
- 24.2** The Client undertakes that it shall not during this Agreement, nor during a period of 6 months following the termination of this Agreement, either, on its own account or in conjunction with or on behalf of any other person, firm or company, without Cornish Web Solutions' prior knowledge and agreement, solicit or endeavour to solicit any business of the same nature as the Project from any person who at any time within 2 years prior to the relevant date has been a customer of Cornish Web Solutions.

25. Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

26. Severance

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

27. Entire Agreement

- 27.1** This Agreement embodies and sets forth the entire agreement and understanding between the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement, save for any representation made fraudulently.
- 27.2** Unless otherwise expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both of the Parties.

28. No Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

29. Non-exclusivity

The relationship between the Parties under this Agreement is and shall remain non-exclusive. Both parties are free to enter into similar relationships with other parties.

30. Dispute Resolution (Arbitration)

- 30.1 It is agreed that where any dispute or difference relating to this Agreement arises between the Parties that matter shall be referred to the arbitration of a single arbitrator with appropriate qualifications and practical experience to resolve the particular dispute.
- 30.2 The arbitrator shall be agreed by the Parties or in the event of failure to agree shall be appointed by the President for the time being of the Law Society of England and Wales.
- 30.3 The arbitration shall take place in England and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of that Act for the time being in force.
- 30.4 The Parties shall promptly furnish to the arbitrator all information reasonably requested by him relating to the particular dispute, imposing appropriate obligations of confidence.
- 30.5 The Parties shall require the arbitrator to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible as soon thereafter as may reasonably be practicable. The Parties shall co-operate fully with the arbitrator to achieve this objective
- 30.6 The Parties shall share the fees and expenses of the arbitrator equally. The decision of the arbitrator shall be final and binding upon both Parties.
- 30.7 [The Parties agree to exclude any right of application or appeal to the courts of England and Wales concerning any question of law arising in the course of the arbitration.]

31. Law and Jurisdiction

- 31.1 This Agreement shall be governed by the laws of England and Wales.
- 31.2 Any dispute between the Parties relating to this Agreement shall fall within the jurisdiction of the courts of England and Wales.

Last Revised: 14/09/2009

Cornish Web Solutions reserves the right to change or modify these terms at any time.