

These terms and conditions apply to all contracts between 'TechStream Group Ltd' and every customer 'The Client' for work of every nature provided by TechStream Group Ltd.

1. Definitions

- 1.1 'Services' means the design service provided by TechStream Group Ltd to the Client.
- 1.2 'Work' means the product of the service provided by TechStream Group Ltd to the Client which encompasses; web design and development, online marketing, branding, all design for print and any other design related products provided.
- 1.3 'Client' means any customer be they a person, or a business placing an order with TechStream Group Ltd.
- 1.4 'Contract' means the document provided by TechStream Group Ltd to the Client detailing the particulars of the order along with the terms and conditions, either by or through a combination of hard copy, faxed copy, or email.
- 1.5 'Project' means the process of executing the work proposals detailed in the contract.
- 1.6 'Product' means any software supplied by TechStream Group Ltd to the Client.

2. Applications

The terms and conditions set out herein shall apply to all contracts for the sale of design services by TechStream Group Ltd to the Client. No other terms and conditions shall be binding upon the parties; this Contract embodies the entire understanding between the parties. There are no promises, terms, conditions, obligations, oral or written, expressed or implied, other than those contained herein, or confirmed in writing by TechStream Group Ltd and attached hereto.

- 2.1. These terms and conditions shall apply to all contracts for the sale of services by TechStream Group Ltd to the Client with exclusion of any other terms and conditions except those in accordance with figure 2.4.
- 2.2. By agreeing to the Contract, the Client and TechStream Group Ltd shall both be bound by these terms and conditions.
- 2.3. TechStream Group Ltd reserves the right to alter, add and subtract from these terms and conditions at any time. The most up to date terms and conditions are available to view online at www.techstream.agency/terms/ these online terms and conditions replace any previously agreed and it is the responsibility of the Client to make themselves aware of the latest terms and conditions.
- 2.4. Any variation to these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless confirmed in writing by TechStream Group Ltd.
- 2.5. All orders for services shall be deemed to be an offer by the Client to purchase services in accordance to these terms and conditions.
- 2.6. Signing of this contract shall be deemed conclusive evidence of the Client's acceptance of these terms and conditions.

3. Contract

- 3.1. Quotes given expire 30 days after the issue date on the contract.
- 3.2. If in any case the Client wishes to terminate the Contract before its completion the Client must pay a 'Kill Fee' of: £160 To cover wasted time.
- 3.3. The Kill Fee (3.2) is taken in addition to any payment received before the date of termination, this includes; 25%, 50% and up front payments.
- 3.4. The project must be completed within 12 weeks of the signature date on this contract; it cannot be postponed or delayed unless otherwise agreed by TechStream Group Ltd in writing and attached hereto.
- 3.5. If the project runs over 12 weeks due to the fault of the Client, a charge of 15% of the original price quoted on the contract will be applied to the final invoice to cover schedule inconvenience. The contract will also be re-assessed and the Client will be quoted appropriately Figures 3.2 and 3.3 still apply. Any payment made before the re-assessment will be deducted from the final invoice.
- 3.6. Print quotes are independent of design quotes, a design contract does not bind the Client to print.
- 3.7. If any significant changes need to be made to the contract after signing, TechStream Group Ltd is entitled to make any changes deemed fit to the quoted price. If any agreement cannot be arranged figures 3.2 and 3.3 still apply.

4. Payment

- 4.1 The Client is legally required to pay the full amount determined above within 30 days from the date specified in the invoice provided on the completion of work.
- 4.3 The Client is not permitted to make any deductions from the final amount for any reason, any deductions will be at the discretion of TechStream Group Ltd.
- 4.2 If any payment is not made on or before the 15 days after the invoice date, TechStream Group Ltd is entitled to charge interest thereafter per day on the value owed at the rate of 4% P.A. above the current base rate of Santander UK PLC.
- 4.4 If the Client is not purchasing Hosting and Domain Services with TechStream Group Ltd, the Client must purchase both domain name and hosting before any web based work is carried out. In this case the Client is the owner and is responsible for their domain and hosting.
- 4.5 In the case of print based work, if the Client wishes to carry out the printing through TechStream Group Ltd, payment for both design and printing must be received in full before the printing commences.
- 4.6 The Client may be asked to pay 25% or 50% of the final amount agreed in the product details section either up front or halfway through the project in exchange for all work done to this date, the Client understands that this is non refundable in accordance with figure 3.3.

5. Copyright

- 5.1 The Client is liable for any copyright breaches on any content provided by the Client to TechStream Group Ltd.
- 5.2 All content that is the creation of TechStream Group Ltd is the property of TechStream Group Ltd, subsequently TechStream Group Ltd retains the right to publish this work as their own.
- 5.3 Any design work that is subsequently used after termination of the contract is a breach of copyright, for which the Client can be held liable.
- 5.4 The Client is not permitted to resell or make profit from selling work created by TechStream Group Ltd.
- 5.5 TechStream Group Ltd retains no rights to any concepts or content provided by the Client, subsequently TechStream Group Ltd does not retain the right to re-create, resell or distribute any business concepts, text content or images provided by the Client.

6. Licensing

Where the Contract specifies the provision of TechStream eCMF, the provisions of this Section 6 shall apply in addition to the general terms and conditions.

- 6.1 Grant of licence: In consideration for payment of the Charges, TechStream Group Ltd hereby grants to the Client for the Term, a single-user, non-exclusive, non-transferable, terminable right and license to install and operate the TechStream eCMF product on a single server. The Client shall only have the right to utilise the TechStream eCMF product for the purpose of hosting the Solution. The TechStream eCMF product is licensed and not sold. TechStream Group Ltd reserves all rights not expressly granted to the Client under this Agreement.
- 6.2 Term: The licence shall commence on the date detailed in the Contract and (subject to earlier termination) shall continue for the Term. Upon the expiry of the Term, the licence shall continue (subject to earlier termination) for further terms of one (1) year in duration ('Subsequent Term'), unless either party shall give to the other at least thirty (30) days notice to terminate, prior to the expiry of the Term or any of the Subsequent Term. TechStream Group Ltd reserves the right to increase the Charges for any Subsequent Term, but these shall be communicated at least thirty (30) days prior to the expiry of the Term or any Subsequent Term.
- 6.3 Intellectual property rights: All Intellectual Property Rights in the TechStream eCMF product are and shall at all time remain the exclusive property of TechStream Group Ltd.
- 6.4 Copyright restriction: TechStream eCMF product has the benefit of copyright protection pursuant to the Copyright Designs and Patents Act 1988 together with any international copyright conventions currently in force. Unauthorised copying or use of any element of the TechStream eCMF product by the Client, otherwise in accordance with the terms and conditions of this Agreement is expressly forbidden. The Client shall be held responsible by the TechStream Group Ltd for any copyright infringement, which is caused or encouraged by the failure of the Client (or the Client's employees, servants or agents) to abide by the terms and conditions of this Contract. Notwithstanding the other provisions of this clause, the Client is authorised to make a single (1) copy of the TechStream eCMF product for back up purposes. The back up copy must be returned to TechStream Group Ltd or destroyed immediately upon termination of the agreement.

- 6.5 Use restrictions: The Client shall not utilise the TechStream eCMF product otherwise than in accordance with Clause 1 above. Under no circumstances shall the Client distribute, modify, adapt, translate, reverse engineer, disassemble, de-compile or crack the TechStream eCMF product.
- 6.6 Transfer and charging restrictions: The TechStream eCMF product is licensed only to the Client, and shall not be transferred to any third party without the prior written consent of TechStream Group Ltd. Under no circumstances whatsoever, shall the Client transfer, assign, rent, lease, sell, otherwise dispose of or create an encumbrance over the TechStream eCMF product on a temporary or permanent basis.
- 6.7 Set-up and technical support: In consideration for payment of a separate set-up fee, TechStream Group Ltd shall reasonably assist the Client with the installation of the TechStream eCMF product on the Server. TechStream Group Ltd shall have no obligation to maintain the TechStream eCMF product or Server. TechStream Group Ltd shall undertake any maintenance work relating to the TechStream eCMF product or Server on a time and materials basis, with reference to its then hourly charge out rates which shall be notified by TechStream Group Ltd to the Client from time to time.
- 6.8 Third party components: The TechStream eCMF product shall not operate unless the Server is installed and configured with certain third party components, which shall be specified in advance. Responsibility for procuring all of the necessary licences for such third party components shall vest with the Client.
- 6.9 No warranty: The Client acknowledges that the TechStream eCMF product is provided on an "as is" basis, and without any warranty of any kind whatsoever. The TechStream Group Ltd does not warrant, guarantee or make any representations regarding the functionality or application of the TechStream eCMF product in terms of their correctness, accuracy, reliability, quality, or fitness for a particular purpose or otherwise. All express and implied warranties and terms, including but not limited to the implied warranties of quality and fitness for a particular purpose, are to the fullest extent permissible by law, excluded by the TechStream Group Ltd. No oral, written or electronic information (including information available on the TechStream Group Ltd's website) or advice given by the TechStream Group Ltd, its dealers, distributors, agents or employees shall create a warranty, or in any way increase the scope of this warranty, and the Client may not rely on any such information or advice. The entire risk in respect of the results and performance of the TechStream eCMF product is fully assumed by the Client.

7. Deadlines and Delays

- 7.1 TechStream Group Ltd cannot be held responsible for delayed delivery on any work that is due to Client fault, for instance: Delay in signing off proofs, delay in providing any content that has been specified as a requirement or any change in the content that has already been provided. TechStream Group Ltd also cannot be held responsible for any delays that are not solely the fault of TechStream Group Ltd, this includes printing delays.
- 7.2 After signing this contract if the Client needs to shorten or specify a deadline it is not guaranteed that TechStream Group Ltd will be able to meet the requirements.
- 7.3 If the Client wishes to shorten or specify a deadline TechStream Group Ltd is entitled to make any amendments deemed necessary to the quote provided.
- 7.4 In the unlikely case that TechStream Group Ltd fail to meet the agreed deadline the Client has the option to cancel the contract with no extra fee. However figure 4.6 still applies, if the Client still wishes to use the work, the contract must stand and the Client must pay the full amount quoted on completion of the work, in accordance to figure 4.3.
- 7.5 Deadlines agreed between TechStream Group Ltd and the Client are NOT inclusive of time taken for printing, the deadline agreed in this contract is for design and production only. The Client must bear this in mind when setting the deadline.

8. Indemnity

- 8.1 The Client shall indemnify TechStream Group Ltd, keep TechStream Group Ltd indemnified and holds TechStream Group Ltd harmless from and against any breach by the Client of these terms of business.
- 8.2 Any claim brought against the Client by a third party resulting from the provision of work by TechStream Group Ltd to the Client and the client's use of work, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses, howsoever suffered or incurred but the Client, TechStream Group Ltd shall not be held liable for.

9. Liability

- 9.1 TechStream Group Ltd shall not be held liable for failing to perform to the contract for any reason that is not solely the fault of TechStream Group Ltd.
- 9.2 In any event no claim shall be brought unless the Client has notified TechStream Group Ltd of the claim within one year of it arising.
- 9.3 TechStream Group Ltd shall not be held liable in any case for any damages, loss of anticipated profits, loss of revenue, contracts or any other inconsequential damages that arise from any cause associated with TechStream Group Ltd or the property of TechStream Group Ltd, this includes design work (5.2).
- 9.4 All property supplied to TechStream Group Ltd by the Client or on behalf of the Client shall remain at the client's risk, unless otherwise agreed in writing, this includes; print delivery, data and equipment. The Client should insure accordingly.
- 9.5 TechStream Group Ltd shall not be held liable for any leak of information or confidential material provided by the Client, this includes, a leak or malpractice of any kind by a third party that TechStream Group Ltd has outsourced work to, domain loss due to hacking or as result of hacking by a third party, password leaking due to theft or any circumstance that is not solely the fault of TechStream Group Ltd.
- 9.6 TechStream Group Ltd is covered to the value of £10,000,000 for Employers Liability and to the value of £2,000,000 for General Liability (Public & Products Liability).

10. Delivery

- 10.1 TechStream Group Ltd cannot be held responsible for any loss of damage during transit of Client property (8.4) or print deliverables. It is up to the Client to insure accordingly.
- 10.2 Web site delivery will take the form of the website going live and will executed upon receipt of payment in full. (A CD containing files for backup is available on request.)

11. Applicable Law

- 11.1 This agreement shall be governed by an construed in accordance with English law and the Client hereby submits to the non-exclusive jurisdiction of the English courts.

12. Headings

- 12.1 Headings are included in this agreement for convenience only and shall not affect the construction or interpretation of this agreement.

13. General

- 13.1 Nothing in this agreement shall confer, nor do the parties intend it to confer any enforceable right on any third party and the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 13.2 This contract shall be governed by the Laws of England and the parties submit to exclusive jurisdiction of the English Courts in relation to any dispute hereunder.

14. Notices

- 14.1 Any notice to be given by either party to the other may be sent by email, fax or recorded delivery to the address of the other party as appearing in this agreement or such other address as the party may from time to time have communicated to the other in writing:
 - a. If such notice is sent by email, it shall be deemed received on the day it was sent unless the contrary is proved.
 - b. If such notice is sent by fax, it shall be deemed received on receipt of an error free transmission report.
 - c. If such notice is sent by recorded delivery, it shall be deemed received two days following the date of posting.
 - d. If such notice is sent by first class delivery, it shall be deemed received four days following the date of posting.
- 14.2 By interpretation this contract is deemed confirmed at TechStream Group Ltd place of business.