

SECTION A – GENERAL TERMS & CONDITIONS

Intergage supplies a wide range of Services. Some of the terms and conditions herein vary according to the Service specified in the Proposal. This Section A contains general clauses; additional clauses are specified according to the Services specified in the Proposal and are contained in Sections B-F.

1. Interpretation

1.1. In these Terms and Conditions the following definitions apply:

“Intergage”	means Intergage® Limited or any of its subsidiaries or Partners providing Intergage® related products and services;
“Partner”	means an authorised partner of Intergage who provides solutions that include Intergage solutions, bound by a Partner agreement;
“Customer”	means the individual or company to whom the invoice is addressed;
“Proposal”	means the order form completed and signed by the Customer; this Proposal may refer to supporting documentation providing detail and scope for the project;
“Purchase Price”	means the price for the Service as detailed in the Proposal;
“Service”	means the goods or services specified in the Proposal;
“Software”	means the software that is used to provide the Service;
“Intergage CMS”	means the website “Content Management System” owned by Intergage;
“Subscription”	means the monthly charge specified in the Proposal for the ongoing provision of the software and support;
“Web Hosting”	means the provision of a web service that responds to a browser’s request for web content with the content requested. It also includes the provision of any file hosting service accessible through FTP. It does not include other services such as domain management, email hosting and Internet connectivity to/from the Customer’s premises;
“First Line Support”	means initial analysis and fault logging;
“Support Time”	means (for WordPress website Services) the time spent assisting the Customer with issues related to the Software outside the scope of the Proposal, or following project sign-off. It includes administration time related to the issue, including but not limited to the time taken to log details of telephone calls;
“Confidential Information”	for each party the terms of this Agreement and all information and/or data belonging to or relating to that party, its associates, its or their businesses, activities, affairs, products, services, suppliers, customers or prospective customers disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by that party, its representatives or advisers, to the other party, its representatives or advisers whether before, on or after the date of this Agreement;

“Deliverable”	means a set of goods or services that may be delivered at one time, for example: a design draft, a collection of printed items, a marketing plan document, a consultation meeting, a website project or other electronic content;
“Event”	means a Service delivered on a particular date, for example: a training course, a hospitality event, a speaker delivering a presentation, or a series of presentations;
“Business Day”	means any day which is not a Saturday, Sunday or a bank or public holiday in England;

1.2. In these Terms & Conditions (except where the context otherwise requires):

- 1.2.1. the clause headings are included for convenience only and shall not affect the interpretation of these Terms & Conditions;
- 1.2.2. use of the singular includes the plural and vice versa;
- 1.2.3. use of any gender includes the other genders;
- 1.2.4. any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations, and trusts (in each whether or not having separate legal personality);
- 1.2.5. any reference to a statute, statutory provision or subordinate legislation (“legislation”) shall (except where the context otherwise requires) be construed as referring to:
 - a) such legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation; and
 - b) any former legislation which re-enacts, consolidates or enacts in rewritten form.
- 1.2.6. any phrase introduced by the terms “including”, “include”, “in particular”, “such as” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Force Majeure

Intergage shall not be liable for any delay or failure in performance of its obligations under this agreement which is due to or results from any circumstances beyond its reasonable control. In any such event Intergage shall be entitled to delay or cancel delivery of the Service.

3. Law

This agreement shall be governed and construed in all respects in accordance with the Law of England and shall be subject to the exclusive jurisdiction of an English Court of Law.

4. Severability

- 4.1. If any term or provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or in conflict with the law, the validity or enforceability of the remainder of this agreement shall not be affected thereby.
- 4.2. If any provision of this Agreement is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

5. Waiver

No failure or delay by either party in exercising, wholly or partially, any of its rights with regard to any breach or default of this agreement by the other party shall constitute a waiver of such rights and no waiver of any such breach or default shall be deemed to constitute a waiver of any other rights or any subsequent or continuing breach of default.

6. Assignment

The Customer may not sub-licence, assign, transfer or otherwise dispose of its rights under this Agreement or any part of it without the written consent of Intergage.

7. Notices

7.1. Any notice or other communication pursuant to this Agreement must be in writing and signed by or on behalf of the party giving it and may be served by pre-paid first class post to the address of the relevant party as set out in this Agreement, by fax or subject to the provisions of clause 7.2 by email. All such notices or demands shall be deemed to have been received:

- 7.1.1. in the case of pre-paid first class post two Business Days after posting; and
- 7.1.2. in the case of fax, at the time of transmission, provided that if receipt occurs before 9am on a Business Day the notice shall be deemed to have been received at 9am on that day, and if receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice or demand shall be deemed to have been received at 9am on the next Business Day.

7.2. A communication sent by email shall not be effective unless the addressee acknowledges receipt of such communication, such acknowledgement to take the form of a reply email to include the communication being acknowledged.

8. The Proposal

- 8.1. Intergage shall provide a Proposal to the Customer for each project. The Proposal forms part of this agreement.
- 8.2. The Customer assumes sole responsibility for ensuring that the Service described in the Proposal meets its requirements before signing the Proposal.
- 8.3. The Customer shall return the signed Proposal by letter, fax or email as described in clause 7. Upon receipt of this order acknowledgement, a contract shall be created between Intergage and the Customer for the supply of the Service.
- 8.4. By purchasing the Service, the Customer acknowledges that they have read these Terms and Conditions, understands them and agrees to be bound by them.
- 8.5. Where the Service includes Web Hosting, the Customer acknowledges that they have read the Acceptable Use Policy (AUP), understands it and agrees to be bound by it.

9. Cancellation

- 9.1. The contract may not be cancelled following order acceptance unless a trial or rejection period has been agreed in advance. At the sole discretion of Intergage, a contract may be cancelled either wholly or in part subject to timing, and only once agreement in writing has been notified to the Customer according to clause 7.
- 9.2. For retained work billed monthly and where no contract period has been explicitly stated on the Proposal, the contract may be terminated by the Customer giving 3 months' notice in writing according to clause 7.
- 9.3. Unless otherwise stated in the Proposal or subject to clause 9.1 and clause 9.2, the contract may not be cancelled except by agreement in writing of both parties and upon payment to Intergage of such amount as may be necessary to meet the costs incurred to Intergage up to the date of cancellation and to indemnify Intergage against all loss resulting from the said cancellation.
- 9.4. The Customer shall have no right to seek any cancellation or repayment of job costs on the basis of style or composition.

10. Confidentiality

10.1. During the period of this Agreement and for a period of 3 years after both parties undertake:

- 10.1.1. to keep the Confidential Information confidential;
- 10.1.2. not to use the Confidential Information for any purpose except the performance of its obligations under this Agreement; and
- 10.1.3. not to use the Confidential Information so as to procure any commercial advantage over the other party.

10.2. The obligations contained in clause 10.1 above shall not apply to any Confidential Information which:

- 10.2.1. is already in the possession of the disclosing party other than as a result of a breach of this Agreement;
- 10.2.2. is at the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement; or
- 10.2.3. is required to be disclosed by any applicable law or regulation or by any governmental or administrative authority or by an order of any court of competent jurisdiction.

10.3. Each party undertakes to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 10 by its employees, agents and sub-contractors.

10.4. The Customer agrees that the ideas, materials and other documents relating to the Service are confidential and all proprietary rights belong to Intergage and shall not be used or disclosed except as permitted by this agreement.

10.5. This clause 10 shall survive the termination of this Agreement for whatever reason.

11. Intellectual Property Rights

11.1. Once full payment has been made and the deliverables have completed and signed off, the ownership of the rights to the deliverables created will pass to the Customer.

11.2. Third party materials, such as imagery, used in the deliverables may be subject to usage liabilities such as royalties and license fees. Intergage shall procure such license as necessary for the use of third party materials for use within the scope of the Proposal. The Customer should obtain written consent from Intergage for use of any part of the deliverables outside of the scope of the Proposal.

11.3. Unless otherwise stated in the Proposal, Intergage reserves the continuing right to use any deliverables it produces for the promotion of its services.

11.4. Where the Proposal includes Software created by Intergage, Intergage retains ownership of all copies of the Software and the Intellectual Property Rights (IPR) therein. The Customer has no rights to the Software or the IPR contained therein.

12. Liability

12.1. The following provisions set out the entire financial liability of Intergage (including any liability for the acts or omissions of its employees, agents or subcontractors) to the Customer in respect of:

- 12.1.1. any breach of this Agreement; and
- 12.1.2. any representation, statement or tortious act or omission including negligence arising under or in connection with the contract.

12.2. Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.3. Nothing in these conditions excludes or limits the liability of Intergage for death or personal injury caused by negligence or for fraudulent misrepresentation.

12.4. Subject to clauses 12.2 and 12.3:

- 12.4.1. Intergage shall not be liable to the Customer for any loss or damage, costs or expenses (whether direct, indirect, incidental or consequential and whether relating to loss of profit, loss of business, business interruption, loss of data, depletion of goodwill or other such losses), suffered by the Customer which arise out of or in connection with the supply of the Service or their use by the Customer.
 - 12.4.2. The Customer assumes all risks as to the suitability, quality, and performance of the Service.
 - 12.4.3. Intergage's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of this contract shall be limited to, and in no event shall exceed, the amount originally paid to Intergage for the Service.
 - 12.4.4. Intergage shall not be liable for any loss, damage or delay which arises as a result of the termination of the contract between us, or for our compliance with relevant statutory or regulatory requirements.
 - 12.4.5. It is the responsibility of the Customer to ensure that the deliverables comply with all laws, regulations and codes in all countries where the deliverables are used. The Customer agrees to indemnify Intergage against any costs arising from the use or misuse of the deliverables.
- 12.5. No verbal or written information or advice given by Intergage or its dealers, distributors, employees or agents shall in any way extend, modify or add to these conditions.

13. Payment Terms and Pricing

- 13.1. Where a deposit is required, Intergage is not obliged to carry out any work before the deposit is received. In the event that any preliminary work is carried out prior to receipt of the deposit and the order is then cancelled Intergage will invoice the Customer for this work.
- 13.2. The Purchase Price is exclusive of VAT. VAT shall be charged at the prescribed rate at the date of invoicing. The Customer shall pay the VAT to Intergage as if it were part of the Purchase Price and all requirements and other provisions concerning payment of the Purchase Price shall apply accordingly.
- 13.3. The Purchase Price, once accepted by both parties as signified by the receipt of a signed Proposal, is applicable for 12 months from the date of signing. Intergage reserves the right to increase the price of any work outstanding after that period.
- 13.4. Prior to each payment due date, Intergage shall issue an invoice to the Customer. Unless otherwise stated in the Proposal, each invoice is payable within 7 calendar days.
- 13.5. If the Customer fails to make payment on a due date then without prejudice to any other right or remedy available to Intergage, Intergage shall be entitled to suspend or terminate the Service.
 - 13.5.1. Should a payment be late by 30 or more days, Intergage may suspend the Service.
 - 13.5.2. Should a payment be late by 60 or more days, Intergage may terminate the Service.
- 13.6. In the event that any payments due under these terms and conditions become overdue, interest on such amounts shall be payable by the Customer, from the due date to the actual date of payment, after as well as before any judgment, at the rate of 2% over the base lending rate for the time being of National Westminster Bank plc. Such interest shall accrue on a daily basis and be compounded quarterly.
- 13.7. In the event that any payments due under these terms and conditions become overdue, Intergage reserves the right to add a fee of £20+VAT to cover the costs of administration of the debt.
- 13.8. All payments shall be paid in full without set off, deduction or counterclaim whatsoever.
- 13.9. Where any invoice includes a reduction due to an agreement to pay by Direct Debit or Standing Order, should the payment not be made by such means, Intergage reserves the right to recharge the reduction.
- 13.10. Intergage reserves the right to vary the Purchase Price according to further requirements made by the Customer subsequent to order acknowledgement. Any such variation shall be advised by Intergage in writing and confirmed by the Customer in writing before either the work proceeds further or any charges are incurred.
- 13.11. Where the Proposal includes design work, unless otherwise stated in the Proposal, the Purchase Price includes an allowance for two sets of changes to each deliverable. Additional changes shall be charged at the prevailing hourly rate. Any such variation shall be advised by Intergage in writing and confirmed by the Customer in writing before either the work proceeds further or any charges are incurred.

- 13.12. The charge for carriage of goods is at additional cost to the Customer, unless otherwise stated in the Proposal.
- 13.13. Intergage reserve the right to charge expenses when fulfilling the work. Any mileage shall be charged at the rate of £0.45p per mile. No expenses shall be incurred without the Customer's express written agreement.

14. Changes to Terms and Conditions

- 14.1. Intergage reserves the right to change these Terms and Conditions at any time. The most current version of these Terms and Conditions may be found on our website.
- 14.2. When changes are made to the Terms and Conditions a notice shall be placed in our email newsletter. The Customer shall be deemed to have accepted such changes if they have not notified any objections to such changes within one calendar month of the notice.

The most current version of the Terms and Conditions shall supersede all previous versions.

15. Data Protection

15.1 DEFINITIONS

- (a) Data Protection Legislation:** (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998
- (b) Data Controller, Data Processor, Data Subject and Personal Data, Sensitive Personal Data,** processing and appropriate technical and organisational measures shall have the meanings given to them in the DPA.
- 15.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 15.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Provider is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 15.4 Without prejudice to the generality of clause 15.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this agreement.
- 15.5 Without prejudice to the generality of clause 15.2, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:

- (a) process that Personal Data only on the written instructions of the Customer unless the Provider is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Provider to process Personal Data (**Applicable Laws**). Where the Provider is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer;
- (b) Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- (i) the Customer or the Provider has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 15 [and allow for audits by the Customer or the Customer's designated auditor].
- 15.6 The Customer consents to the Provider appointing [THIRD-PARTY PROCESSOR] as a third-party processor of Personal Data under this agreement. The Provider confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 15. As between the Customer and the Provider, the Provider shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 15.
- 15.7 Either party may, at any time on not less than 30 days' notice, revise this clause 15 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

16. Entire Agreement

- 15.1. This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties and shall supersede any previous agreement between the parties relating to the subject matter of this Agreement. No variation of this Agreement shall be valid unless in writing signed by both parties.
- 15.2. Each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) which it may have relied on in entering into this Agreement. The only remedy available to it shall be for breach of contract under the terms of this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

Should you have any questions concerning these Terms and Conditions, contact Intergage before submitting a signed agreement to any Proposal.

SECTION B – WEBSITE SERVICES

Intergage provides two different types of Website Services. The primary platform is the Intergage CMS; Intergage also builds simple WordPress sites suitable for use as a blogging platform.

Where the Proposal includes the use of the Intergage CMS the clauses in Section B and Section C apply to such websites.

Where the Proposal includes the use of the WordPress CMS the clauses in Section B and Section D apply to such websites.

16. Payment Terms and Pricing

- 16.1. Unless otherwise stated in the Proposal, the Purchase Price for a website project shall be payable to Intergage by the Customer as follows:-
 - 16.1.1. 50% non-refundable deposit payable on receipt of the order acknowledgement; and 16.1.2. 25% upon approval of the website design.
 - 16.1.3. 25% upon delivery of the Software training to the Customer representative(s) or when the website is approved to "go live".
- 16.2. Subscription fees (Intergage CMS websites) and Web Hosting fees (WordPress websites) are increased with effect from the 1st April each year according to the published rate of inflation as given by the Retail Price Index (RPI).
- 16.3. Once a website or makeover has been approved to "go live" and has been published, the Customer must report any "snags" (defects to be corrected) within 7 Business Days of this first publishing date. Such snags must still fall inside of the scope of the Proposal and be agreed by Intergage to be fair and reasonable. The Deliverable will be deemed complete after (a) 7 Business Days have elapsed since the first publishing date and (b) once the agreed "snags" have been corrected.

17. Software

- 17.1. The Customer assumes sole responsibility for ensuring that the Software functionality meets its requirements before signing the Proposal.
- 17.2. Unless the Proposal explicitly states otherwise, the Customer bears all cost for modification to the Software in the event that the Customer discovers, subsequent to signing the Proposal, that the Software functionality does not meet its requirements
- 17.3. No Software or Internet service can ever be guaranteed to be 100% reliable. Intergage shall not be liable for any losses caused resulting from the use of (or inability to use) the Service, due to faults in the Software or underlying software, hardware, networks or any other cause of failure.
- 17.4. Intergage does not warrant any Software that has been altered or changed in any way by anyone other than Intergage. Intergage is not responsible for problems associated with or caused by incompatible operating systems or equipment, or for problems in the interaction of the Software with software not furnished by Intergage

18. Web Hosting

- 18.1. The Customer agrees to abide by rules regarding acceptable use of the Web Hosting service:
 - 18.1.1. The Customer agrees to abide by the separate terms and conditions of the Acceptable Usage Policy, available on request.
 - 18.1.2. The Customer agrees that the Web Hosting facility may be provided by a third party and that the Terms and Conditions, including the Acceptable Usage Policy, of that third party shall apply to the Customer.
- 18.2. Intergage shall make all reasonable efforts to ensure that the Service is available, subject to any limitations imposed by the third party web hosting.
- 18.3. Intergage may, from time to time, temporarily withdraw Service for the purpose of making enhancements available to the Customer and for maintenance or support issues.
- 18.4. The Web Hosting service will be provided on the basis of reasonable usage for server load, disk space and bandwidth:
 - 18.4.1. Reasonable usage of the Web Hosting service will provide a maximum of 20GB of monthly bandwidth and 2GB of disk space.
 - 18.4.2. Due to the varying nature of a website's content and popularity it is not possible to provide exact description of 'reasonable usage' for server load hence Intergage states an expectation that 95% of their customers would not exceed 'reasonable usage' for server load.

18.5. Where the Customer's website exceeds reasonable usage, Intergage may offer to provide the Customer with a higher capacity service at an agreed increased fee. In circumstances where the server load is much higher than expected, Intergage may either (a) offer the Customer a bespoke Web Hosting solution at an agreed increased fee or (b) if an agreed solution is not found the Web Hosting service may be terminated at no cost to either party.

19. Other Internet Services (Email, Domain, ISP, DNS)

19.1. The Customer agrees that it is their responsibility to source all of the appropriate services required to run their website, including domain name management, email and Internet connectivity.

19.2. Intergage does not offer Internet Service Provider (ISP) services, such as provision of an Internet connection to the Customer's computer or computer network.

19.3. Intergage does not offer email services, such as the provision of a mail server for the purpose of sending email messages from the Customer's computer or computer network, or receipt of email messages. Intergage is happy to recommend other providers for email services. Where such services have been provided in the past, they shall continue to be supported for existing domain names only.

19.4. Intergage may offer optional services for domain name purchase, renewal and management.

20. Domain Name Registration and Renewal

20.1. Intergage may offer the Customer domain name purchase and renewal services for one or more domain names related to the Customer's website. This service is only available where the Customer also purchases a Web Hosting service using the domain names.

20.2. The contract for the registration is between the Customer and the Naming Authority. The Customer is bound by the terms and conditions of the Naming Authority.

20.3. Intergage cannot guarantee that they will be able to register any requested domain name and, until specific confirmation of registration has been given, the Customer cannot assume the registration has been affected.

20.4. Intergage gives no warranty that the Internet Domain Name requested will not infringe the rights of any third party and the Customer indemnifies Intergage in respect of any such infringements.

20.5. Intergage reserve the right to vary the fees for domain name purchase and renewal from time to time.

20.5.1. The current fees for domain name purchases will be stated to the Customer the time of purchase.

20.5.2. The current fees for domain name renewals will be stated to the Customer in the month preceding the renewal with a minimum of 14 Business Days' notice to allow the Customer time to transfer the domains elsewhere if required.

20.6. The fees for domain name purchase and renewal include DNS hosting if required.

20.6.1. Where DNS hosting is provided, the fees for domain name purchase and renewal include the management of the DNS records for such domains, to point the domains at the Intergage web servers and to the Customer's preferred email servers.

20.7. The Customer retains ownership of the domain names. Intergage shall not withhold from assisting the customer in transferring their domain name providing that any fees due to Intergage for any services provided by Intergage to the Customer have been paid in full.

20.8. Intergage do not in themselves charge fees related to the transfer of the Customer's domain names to or from a third party, unless the time taken to deal with such matters exceeds half an hour in one calendar month. In such cases Intergage shall agree any charges with the client in advance of any further work being carried out.

20.9. Fees charged by third parties such as Nominet (for domain name registration details updates) or other domain management companies (for domain name transfers) are the responsibility of the Customer. Such fees will be passed on to the Customer for payment if they are incurred by Intergage.

21. Domain Name Management

21.1. The Customer accepts that Intergage may need to move the Web Hosting for a website to a different IP Address at short notice and at any time.

21.2. Where the Customer manages their own domain name, Intergage may, at their own discretion, make Name Servers available to the Customer to allow Intergage to manage the DNS records on behalf of the Customer. In such circumstances:

21.2.1. The Customer accepts the responsibility to point the domain names to the specified Name Servers.

21.2.2. The Customer agrees to provide contact details for an authorised representative for Name Server updates and to keep Intergage updated with any changes to these details.

21.2.3. The Customer agrees that the authorised representative shall, on request by Intergage, update Name Server records within 3 Business Days at all times.

21.2.4. The Customer agrees that failure to update Name Server records will result in their website being unavailable and that even in such cases the Customer is still responsible for Web Hosting fees.

21.2.5. The Customer is responsible for all costs incurred to update Name Server records.

21.3. Where the Customer manages their own domain name and Intergage does not provide Name Servers for the domain:

21.3.1. The Customer accepts the responsibility to update the DNS records used to map the domain name to the IP Address of the Web Hosting service.

21.3.2. The Customer agrees to provide contact details for an authorised representative for DNS updates and to keep Intergage updated with any changes to these details.

21.3.3. The Customer agrees that the authorised representative shall, on request by Intergage, update DNS records within 3 Business Days at all times.

21.3.4. The Customer agrees that failure to update DNS records will result in their website being unavailable and that even in such cases the Customer is still responsible for Web Hosting fees.

21.3.5. The Customer is responsible for all costs incurred to update DNS records.

22. Ownership of Content

22.1. The Customer is legally responsible for the content of their website(s).

22.2. Intergage does not infer ownership of the design or content of the Customer's website(s).

22.3. The data that a Customer is entitled to take from its website(s) upon termination of its contract with Intergage includes the following:

22.3.1. The graphical design of the website(s) and the entitlement to reproduce this design within other websites.

22.3.2. All text and imagery incorporated as part of the website(s).

23. Third Party Software/Services

23.1. Where the Proposal includes any third party software and/or services as part of the Proposal, Intergage will provide First Line Support only. Where the fault is caused by the third party software and Intergage is unable to correct the fault Intergage will use its reasonable endeavours to ensure that the problem is reported to the relevant third party for resolution.

SECTION C - INTERGAGE CONTENT MANAGEMENT SYSTEM (CMS) WEBSITES

Where the Proposal includes the use of the Intergage CMS the clauses in Section C apply to such websites.

24. Payment Terms and Pricing

- 24.1. Subscription fees are payable whilst the Service is Activated.
- 24.2. The fees payable for the Service depend on the number of website domains for which the Service is provided and licensed. The licensed domain(s) for which the Service is to be provided must be supplied to Intergage at the time of purchase.
- 24.3. The Service is considered Activated from the time the customer is given access to the Intergage CMS Administration facility for the website, when the website is made live, or three months after the approval of the website design, whichever is the sooner.
- 24.4. Minimum Activation Period: The minimum period for Service Activation is:
 - 24.4.1. Nine months from the date of the initial Activation (clause 24.3), in the case of a standard Web Hosting agreement not exceeding reasonable usage, as defined in clause 18.4.
 - 24.4.2. Nine months from the time at which the solution is implemented, unless otherwise agreed in writing, in the case of a higher capacity Web Hosting agreement as defined in clause 18.5.
- 24.5. After the Minimum Activation Period, the Customer may elect to suspend or terminate the Service with a minimum of three months written notice.
- 24.6. Suspension of Service
 - 24.6.1. If the service is suspended, the Intergage CMS Administration facility will be locked and the Customer shall not be able to make further changes to their website. The interactive features of the website shall be disabled with the sole exception of submission of Email Response Forms.
 - 24.6.2. While the Service is in Suspension, the Customer agrees to pay a monthly holding fee. The holding fee will be 25% of the agreed subscription costs, subject to a minimum of £30 per month.
- 24.7. Reactivation of Service: Following suspension, the Customer may elect to reactivate the Service. The Customer may again elect to suspend the Service with a minimum of three months written notice.
- 24.8. Whilst the Service is Activated, Intergage will register and manage the website's primary domain name for the Customer, up to a maximum value of £10 per annum. Additional domains will be registered and managed only by special agreement in writing.
- 24.9. The Customer may terminate their Service Activation by giving three month's written notice from the next due payment, subject to the Minimum Activation Period given in clause 24.4. During this notice period, the subscription fees are payable. Once notice of Termination of Service has been received, an invoice will be raised for three months subscription fees. This invoice is subject to our standard Payment Terms and we draw particular attention to clause 13.9.

25. Termination

- 25.1. The License is effective until terminated. This License will terminate immediately without notice from Intergage if the Customer fails to comply with any of its provisions. Such termination shall be without prejudice to the obligation of the Customer to purchase the Service for the Minimum Activation Period or for a minimum of three months following the termination whichever is the longer.
- 25.2. Upon termination, the Customer is not entitled to the following:
 - 25.2.1. Access to, or future use of, the Service
 - 25.2.2. Any of the programming code used within the Intergage CMS Software, in a whole or partial form.

25.2.3. Any of the JavaScript programming code that is output to the website pages by the Software in order to provide standard features on the website. Such features include, but are not limited to: popup menus, image galleries, video players and popup social networking dialogues.

25.3. Upon termination the Customer must return or destroy any documentation associated with the usage of the Service.

26. Software License

The Customer is granted a limited, non-exclusive license to do only the following:

26.1. The Customer has the right to use the Service to modify the content of the Intergage CMS database in order to change the data presented to visitors of the website(s) using the built-in administration facilities. The Software must not be used for any other purpose without the express written permission of Intergage.

26.2. The Customer has the right to use the Service to provide web pages to any visitor on the licensed domain(s) only.

26.3. The Customer may transfer the Service and all rights under this License to another party together with a copy of this License and all written materials accompanying the Service, provided (i) the Customer gives Intergage written notice of the transfer (including in such notice the identity of the transferee), and (ii) the other party reads and agrees to accept the terms and conditions of this License. This clause can only be executed if the Service is sold as part of an entire website sale for the licensed domain(s). The Service itself cannot be sold as a separate entity.

27. Restrictions

27.1. Intergage provides access to the Software on a "Software as a Service" basis.

27.2. The Customer agrees that the Software, online training videos and documents relating to the Software are confidential. All proprietary rights and Intellectual Property Rights (IPR) belong to Intergage. The Customer may not communicate details of any part of any document, online training video or Software supplied by Intergage without the written consent of Intergage.

27.3. The Customer may not attempt to modify the Software in any way, or create derivative works based upon the software or any or any part thereof.

27.4. The Customer may NOT sublicense, transfer, assign, or provide access to the Software to other parties.

27.5. The Customer agrees that only direct employees of the Customer are given access to the Software. The Customer is expressly forbidden to provide access to the Software to any other party (including but not limited to competitors to Intergage) unless explicitly agreed in writing. The Customer acknowledges that the Software contains valuable copyrighted information, confidential information and trade secrets and that unauthorised use and/or copying are harmful to Intergage.

27.6. Intergage may from time to time notify the Customer of steps to take to safeguard the Software and the Customer agrees to follow these steps to the best of their ability.

27.7. Should Intergage cease trading, the Customer gains the right to modify the Software for the purposes of maintenance and upkeep of the original website only. The Intellectual Property Rights (IPR) for the Software remains the property of Intergage.

28. Enhancements

From time to time Intergage may, in its sole discretion, advise the Customer of updates, upgrades, enhancements or improvements to the Software and/or new releases of the Software (collectively, "Enhancements").

28.1. Intergage may, at its sole discretion, install and license the Customer to use such Enhancements at no cost, whilst the Service is activated.

28.2. From time to time, Intergage may make available Enhancements giving additional functionality to the Customer, for an agreed extra cost.

28.3. All such Enhancements to the Software provided to the Customer shall also be governed by the terms of this License.

29. Web Hosting

29.1. Intergage shall provide the Customer with a Web Hosting facility suitable for use with the Software.

29.2. The Web Hosting service includes backups of the client's SQL database and data files uploaded using the Intergage CMS. The backups exclude data files uploaded using FTP account(s) to areas outside of CMS management. Such backups are made at least daily. The backups shall be copied to a location separate from the data centre. Intergage will accept no responsibility whatsoever for loss of data or information resulting from the use of this service.

30. Support Policy

30.1. Intergage provides a Support Policy during the period of Service Activation. The support policy provides the following elements:

30.1.1. Free support via email.

30.1.2. Support via telephone, with call costs paid by the Customer.

30.2. Intergage considers Software training to be essential. If Intergage considers the Customer representative has not received Software training or requires additional Software training, Intergage reserves the right to insist that the Customer representative attends Software training before any further support is delivered to that Customer representative.

SECTION D – WORDPRESS WEBSITES

Where the Proposal includes the use of the WordPress CMS the clauses in Section D apply to such websites.

31. Payment Terms and Pricing

31.1. Where Intergage builds a new WordPress website for the Customer, unless otherwise stated in the Proposal, the Purchase Price shall be payable to Intergage by the Customer as follows:-

31.1.1. 50% non-refundable deposit payable on receipt of the order acknowledgement; and

31.1.2. 50% upon approval from the Customer representative(s) that the website is ready to "go live".

31.2. Intergage may offer the Customer a Web Hosting service for the Customer's website. The Proposal shall give details of the monthly fees payable for Web Hosting.

31.3. The monthly fees for the Web Hosting service are chargeable from the point at which the service is made available to host the website. This could be the time at which a website project moves to the 'build' stage or when the Customer requests a transfer from another Web Hosting provider.

31.4. The Customer may terminate the Web Hosting service by giving one month's written notice from the next due payment, subject to the minimum contract period. The minimum contract period is:

31.4.1. One month, in the case of a standard Web Hosting agreement not exceeding reasonable usage, as defined in clause 14.2.

31.4.2. Twelve months from the time at which the solution is implemented, unless otherwise agreed in writing, in the case of a higher capacity Web Hosting agreement as defined in clause 14.5.3.

31.5. Once notice of Termination of Service has been received, an invoice will be raised for the remaining contract period. This invoice is subject to our standard Payment Terms and we draw particular attention to clause 13.9.

31.6. The Web Hosting service is effective until terminated. Intergage may terminate the service immediately and without notice if the Customer fails to comply with these Terms & Conditions including the Acceptable Usage Policy.

32. Termination

32.1. Upon termination the Customer must return or destroy any documentation associated with the usage of the Service.

33. Software

33.1. Intergage shall install and/or configure the Software only as specified in the Proposal. Further to project sign-off Intergage does not provide any warranty whatsoever. This includes the Web Hosting, server network, connectivity or any software.

33.2. Project sign off is signified by the customer's final payment in relation to the initial website build.

34. Web Hosting

34.1. The Customer agrees that it is their responsibility to source a Web Hosting service required to run their WordPress website.

34.2. The Web Hosting service includes backups of the client's SQL database and data files under the public HTML web space. Such backups are made daily. The backups shall be copied to a location separate from the data centre. Intergage will accept no responsibility whatsoever for loss of data or information resulting from the use of this service.

34.3. The Web Hosting service does not include WordPress application and plug-in support.

34.4. Intergage shall only allow the use of WordPress plug-ins that it, at its sole discretion, deems safe to be used in its hosting environment. Intergage reserves the right to charge the Customer for time taken to investigate the suitability of "plug-ins" that have not been previously deemed safe.

34.5. The support is strictly related to keeping the server environment running and restoring a previous backup as an occasional disaster recovery measure.

34.6. The Customer is responsible for the maintenance of their WordPress application software and plug-ins and to apply security patches regularly.

34.7. Where a Customer has not applied security patches so that, in the opinion of Intergage, their website may be insecure, Intergage reserves the right to disable the website until the Customer has agreed to rectify such issues.

35. Support Policy

35.1. Where Intergage builds a new website for the Customer:

35.1.1. Intergage will provide up to 1.5 hour's training in the use of the Software to be held at the Intergage premises in Poole.

35.1.2. Intergage will provide 1 hour's Support Time as part of the cost of the project. This Support Time expires one month after the project sign-off.

35.2. Support Time is not included related to on-going installation and configuration of updates to the website Software or any related services.

35.3. Additional Support Time may be purchased in advance as required. Support Time is chargeable at Intergage's standard hourly rate.

35.4. Support Time is provided via telephone or email. In the case of telephone support, call costs are to be paid by the Customer.

35.5. As part of the project sign-off, Intergage will provide assistance in setting up the DNS records to point one domain to the web server, providing that the appropriate authentication details are provided by the customer. Additional hosting-related support is treated as Support Time.

SECTION E – TRAINING AND EVENTS

Intergage provides Events that include hospitality events, presentations and training courses. Where the Proposal includes attendance at Events, the clauses in Section E apply.

36. Payment Terms and Pricing

36.1. Where the Customer is required to pay for an Event:

- 36.1.1. Intergage shall issue an invoice to the Customer on receipt of the order acknowledgement. Unless otherwise stated in the Proposal, the invoice is payable within 7 calendar days. Where attendance is confirmed less than 7 calendar days prior to the Event, the payment must be made immediately on receipt of the invoice.
- 36.1.2. The Purchase Price does not include travel and/or accommodation for the Customer. This is left to the customer to arrange.
- 36.1.3. If an Event has been arranged to take place on the Customer's premises, additional travel and/or accommodation costs for the trainer(s) may apply and these shall be shown on the Proposal.
- 36.1.4. The Purchase Price includes light refreshments such as tea, coffee and biscuits. Lunch is not included unless stated on the Proposal or unless the Event is clearly marketed as a "lunch" event.
- 36.1.5. The Purchase Price, once accepted by both parties as signified by the receipt of a signed Proposal, is applicable only for the agreed time and date of the Event.

37. Cancellation

- 37.1. Cancellation of attendance by individuals or groups must be given in writing at least 7 days prior to the date of the Event.
- 37.2. If a paying Customer does not attend an Event and has not followed the cancellation procedure in clause 37.1, the full Purchase Price remains payable. No refunds will be given.
- 37.3. If it is necessary to change the date of the Event, Intergage shall give at least 7 days' notice prior to the revised date of the Event. The Customer therefore has the right to cancel as stated in clause 37.1.
- 37.4. If the Event is cancelled by Intergage, the full Purchase Price shall be refunded to the Customer.
- 37.5. Intergage shall make every effort to provide the Event on the stated date but will not be under any liability if the Event is delayed or prevented by events beyond its control.
- 37.6. Certain Events (mostly training courses) are free to Customers paying subscription fees for the Intergage CMS but Intergage does sell places on these valuable courses. Should a subscription paying Customer not follow the cancellation procedure in clause 37.1, Intergage will charge a £25 cancellation fee.

38. Liability

- 38.1. Intergage does not accept responsibility for anyone acting as a result of the information supplied or opinions expressed in its training courses, including course material. All information is given in best faith. Opinions expressed are those of individual trainers and not necessarily those of Intergage. Customers should take professional advice when dealing with specific situations.
- 38.2. Intergage reserves the right to make appropriate changes to the course timetable and content or to cancel a course due to unforeseen circumstances. Liability shall be limited to the refund of the fees paid in such instances.

38.3. Intergage shall not be liable for any loss, damage or delay which arises as a result of the termination of the contract between us, or for our compliance with relevant statutory or regulatory requirements.

39. Copyright and Intellectual Property Rights

39.1. Information supplied during the Event, whether oral or written, is subject to copyright. The copyright is owned by Intergage unless otherwise stated. Duplication of material in whole or in part is prohibited without the written consent of Intergage.

39.2. Events are not to be recorded or transmitted in any way without the prior written consent of Intergage.

SECTION F –MARKETING SERVICES

Intergage provides a variety of Marketing Services. Where the Proposal includes Marketing Services the clauses in Section F apply.

40. Payment Terms and Pricing

40.1. For printing and physical goods, unless otherwise stated in the Proposal, the Purchase Price shall be payable to Intergage on receipt of the order acknowledgement.

40.2. For ad-hoc project work consisting of a single deliverable, unless otherwise stated in the Proposal, the Purchase Price shall be payable to Intergage on receipt of the order acknowledgement.

40.3. For retained work billed monthly, unless otherwise stated in the Proposal, the agreed monthly element of the Purchase Price shall be payable to Intergage by the first working day of the month, in advance of the work to be carried out.

40.4. For project work consisting of multiple deliverables, unless otherwise stated in the Proposal, the Purchase Price shall be payable to Intergage as follows:-

40.4.1. 50% non-refundable deposit payable on receipt of the order acknowledgement; and

40.4.2. 25% upon the approval of the initial concept document.

40.4.3. 25% upon final completion / delivery / sign-off.

41. Deliverables Including Goods

41.1. Where a deliverable includes goods to be received by the Customer:

41.1.1. The passing of risk shall occur on the day of the delivery to the Customer.

41.1.2. If goods are received by the Customer in any way damaged upon delivery, the Customer must advise Intergage within 24 hours of delivery of the nature of the damage and must retain the Goods as delivered.

41.1.3. The maximum extent of Intergage's liability for damaged goods will be, at its sole discretion depending on the circumstances: a return of the Purchase Price related to the goods or replacement of the goods.

41.1.4. Goods remain the property of Intergage and title remains with Intergage until payment has been made in full.

41.1.5. All times or dates given for delivery of the Service are given in good faith and shall not be of the essence of any contract.

41.1.6. Intergage shall make every effort to achieve any quoted delivery dates and execute any obligations set out in the Proposal but will not be under any liability if delivery is delayed or prevented by events beyond its control or as a result of delays by the Customer.