

# Le1 Internet Marketing Ltd

## Terms & Conditions

### 1. Interpretation

1.1 In these Conditions:

1.2 "Le1 Internet Marketing Ltd" (registered number 8181335) whose registered office is at 1152a Melton Road, Syston, Leicester, LE7 2HB; "the Customer" means the person whose order is accepted by Le1 Internet Marketing Ltd; "Contract" means the contract for the purchase and sale of hardware and/or software and/or support and/or services incorporating these Conditions.

1.3 Headings are for convenience and do not affect interpretation.

1.4 Where the Customer has engaged Le1 Internet Marketing Ltd to implement and/or customise that software to the Customer's requirements Le1 Internet Marketing Ltd's Software shall govern the provision of those services.

1.5 Where the Customer has engaged Le1 Internet Marketing Ltd to provide support & maintenance services, the Le1 Internet Marketing Ltd support helpdesk is open from 0900 to 1730 Monday to Friday excluding bank holidays. Le1 Internet Marketing Ltd's Service Level.

1.6 These are for the duration of a rolling twelve months and once invoiced can only be cancelled by notice in writing to Le1 Internet Marketing Ltd to be received prior to three months before the relevant anniversary date.

### 2. Basis of Sale

2.1 Le1 Internet Marketing Ltd will sell and the Customer will purchase the hardware and/or software/applications/extensions/plugins in accordance with any written order of the Customer which is accepted by Le1 Internet Marketing Ltd, subject in either case to these Conditions.

2.2 Where hardware and/or software/applications/extensions/plugins are used unless specified these are acquired/purchased by Le1 Internet Marketing Ltd for registered use by the clients domain name. We are restricted to the providers own conditions for each of these.

2.3 Where Magento is used unless requested the Open Source (community) version will be used this open source version is usually enough for most clients but usually needs extensions to boost functionality.

2.4 If the client request the Magento Enterprise version which has more functionality but is a high cost per annum, the application contract would be set up direct with Magento Enterprise and the client.

2.5 Le1 Internet Marketing Ltd will provide the services to the Customer that are set out in the service level agreement, the order or quotation (as the case may be) between the Company and the Customer to which these terms are attached.

2.6 These Conditions govern the Contract to the exclusion of any other terms and conditions (if any) contained on or referred to in an order form or other communication from the Customer. No addition, variation or substitution of these Conditions will bind Le1 Internet Marketing Ltd or form part of any order unless agreed in writing and signed by authorised representatives of both parties.

2.7 These Conditions and the terms of any order constitute the entire understanding of the parties and supersede all prior promises, representations and undertakings.

2.8 No Le1 Internet Marketing Ltd employee or agent is authorised to make any representations concerning the subject matter of the Contract unless confirmed by Le1 Internet Marketing Ltd in writing. The Customer acknowledges that it is not relying on any such representation not so confirmed.

### **3. Orders**

3.1 Any order placed with Le1 Internet Marketing Ltd will be accepted at Le1 Internet Marketing Ltd's sole discretion and, if accepted, will only be accepted on and subject to these Conditions.

3.2 Each order so accepted constitutes a separate legally binding Contract between Le1 Internet Marketing Ltd and the Customer.

3.3 The Customer is responsible for ensuring the accuracy of any order submitted to Le1 Internet Marketing Ltd.

3.4 Le1 Internet Marketing Ltd reserves the right to modify any hardware and/or software ordered, which are required to conform to any applicable safety or statutory requirements, or which do not materially affect their quality or performance.

3.5 Once accepted by Le1 Internet Marketing Ltd, no order may be cancelled by the Customer without Le1 Internet Marketing Ltd's express prior written agreement.

### **4. Prices**

4.1 Orders are accepted at the price given at the date of order.

4.2 Unless otherwise stated, quotations are valid for acceptance for 30 days or earlier acceptance, after which they will lapse. Any quotation that has lapsed must be reconfirmed with Le1 Internet Marketing Ltd prior to an order being accepted.

4.3 Le1 Internet Marketing Ltd reserves the right, by giving the Customer written notice at any time before delivery, to increase the price of hardware and/or software and/or support and/or services to reflect any increase in the cost to Le1 Internet Marketing Ltd which is due to any factor beyond Le1 Internet Marketing Ltd's control. Where possible, Le1 Internet Marketing Ltd will provide 30 days' notice of any price changes but the Customer acknowledges this may not always be possible where prices vary for reasons outside of Le1 Internet Marketing Ltd's control. Le1 Internet Marketing Ltd therefore reserves the right to vary prices at short, or even no, notice. Any price changes will be notified to the Customer as soon as reasonably possible.

4.4 All prices are exclusive of VAT and any other sales taxes and delivery charges, unless otherwise stated. All delivery charges are charged as extra, irrespective of invoice value. Any overseas duties and taxes will be the responsibility of the Customer.

4.5 Le1 Internet Marketing Ltd shall be able to increase the price for support and maintenance services by giving the Customer not less than 30 days' notice prior to the commencement of the next 12 month period of support and maintenance.

4.6 In the case of site visits the daily rate quoted is payable in full for a day or part day. Any additional work, development or equipment specified during a site visit must be confirmed in writing prior to being carried out or authorised by the customer's signatory on the site engineer's sign off sheet and will be invoiced separately. The Customer will provide safe and unrestricted access to the engineer making a site visit and any lost time as a result of any failure to comply

with this obligation is chargeable at normal day rates. If a minimum 48 hours notice of cancellation is not received a cancelled site visit will also be chargeable at normal day rates.

## **5. Payment**

5.1 Payment will be made by the Customer within 30 days of delivery or of receipt of invoice, if earlier, except that payment at the time of order will be required for new Customers, or Customer's for whom Le1 Internet Marketing Ltd deems immediate payment to be necessary.

5.2 Payments by direct debit can be made for support, webhosting services and support. Should the direct debit be returned or cancelled by the client, then full payment of the remainder of the contract will be required in full immediately and services will cease until this payment is received.

5.3 Where any discount is given, VAT will be calculated on the discounted price.

5.4 Interest on overdue invoices will be payable by the Customer, this would follow the Gov.uk guidelines on Interest on late commercial payments and would include debt recovery costs on late payments. <https://www.gov.uk/late-commercial-payments-interest-debt-recovery>

5.5 The Customer is not entitled to withhold or delay any payment due by reason of any actual or alleged defect, whether or not such defect is the subject of any claim.

5.6 The Customer is responsible for any bank or other charges (including, but not exclusively, transfer charges, costs of cheques not being honoured etc.).

5.7 If and for so long as there are any overdue invoices (whether under this Contract or otherwise), the Company shall be entitled to suspend provision of any goods or services to the Customer.

5.8 If:

5.8.1 any sum owed by the Customer to Le1 Internet Marketing Ltd or any other associated company, under this or any other contract is overdue; or

5.8.2 at any time the credit standing of the Customer has in Le1 Internet Marketing Ltd's reasonable opinion been impaired for any reason; or

5.8.3 the Customer fails to make any payment when it becomes due; or

5.8.4 the Customer makes any voluntary composition or arrangement with its creditors;

5.8.5 or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or if a resolution for the winding up of the Customer is passed or a court makes an order to that effect; or if there is any breach by the Customer of these Conditions; or the Customer ceases, or threatens to cease, to carry on business; or there is a change of control of the Customer (as described in Section 840 of Income and Corporation Taxes Act 1988) or any purported arrangement of the legal or beneficial interest in this contract; or Le1 Internet Marketing Ltd reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly, then Le1 Internet Marketing Ltd may, without prejudice to its other rights and remedies and at its option, be entitled to cancel the Contract or withhold any further deliveries and/or suspend the provision of further services without liability to the Customer until

arrangements as to payment or credit have been established to Le1 Internet Marketing Ltd's reasonable satisfaction.

5.9 Le1 Internet Marketing Ltd shall be entitled but not obliged at any time or times without notice to the Customer to set off any liability of the Customer (or any group company of the Customer) to Le1 Internet Marketing Ltd against any liability of Le1 Internet Marketing Ltd to the Customer (or any group company of the Customer) (in either case howsoever arising and whether any such liability is present or future liquidated or un-liquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by Le1 Internet Marketing Ltd of its rights under this clause shall be without prejudice to any other rights or remedies available to Le1 Internet Marketing Ltd under this Contract or otherwise.

5.10 All website projects require a deposit stage payment before work can commence.

## **6. Delivery**

6.1 Delivery is the responsibility of the Customer and Le1 Internet Marketing Ltd arranges delivery solely as the Customer's agent. Le1 Internet Marketing Ltd accepts no responsibility for any loss or damage in transit including Royal Mail Special Delivery or other courier. Any such loss or damage must be notified to Le1 Internet Marketing Ltd and the courier, in writing within 48 hours.

6.2 Dates are given in good faith but are business estimates only and are not guaranteed. Le1 Internet Marketing Ltd is not liable for any loss or damage suffered by the Customer as a result of Le1 Internet Marketing Ltd's failure to comply with such delivery times.

6.3 The Customer's refusal to accept delivery (either part or whole) shall permit Le1 Internet Marketing Ltd to treat the Contract as repudiated by the Customer and to decline to make any further deliveries, without prejudice to Le1 Internet Marketing Ltd's right to recover damages for breach of contract.

6.4 Le1 Internet Marketing Ltd reserves the right to make deliveries in instalments. If the Customer refuses or fails to accept any delivery, Le1 Internet Marketing Ltd reserves the right to invoice the Customer in respect of the balance remaining undelivered, with payment becoming due immediately, and Le1 Internet Marketing Ltd shall be entitled to charge reasonable storage costs to the Customer, the hardware and/or software being held at the Customer's risk.

6.5 Le1 Internet Marketing Ltd may agree, for a separate charge, to provide certain advice and/or consultancy services and/or training at the premises of the Customer or elsewhere. Such services shall be subject to obtaining full information from the Customer as to its specific requirements. If it does, then the Customer shall indemnify Le1 Internet Marketing Ltd against any loss, damage or injury caused to Le1 Internet Marketing Ltd's employees, agents or contractors during or as a result of or in connection with the provision of such services.

## **7. Overseas Customers**

7.1 Unless otherwise agreed by the Company in writing the Customer shall be responsible for all duties, levies, imposts, taxes or other liabilities arising on the exportation of the Goods from the United Kingdom and importation of the Goods overseas.

## **8. Title and Risk**

8.1 Property in any software shall, at all times, remain vested as per the software licence agreement of its licensor, and the Customer's rights shall be governed by the terms of any licence

relating to such software. All third party licensing agreements must be compiled with by the Customer in all respects. The Customer shall indemnify Le1 Internet Marketing Ltd against the consequences of any breach or infringement of that licence.

## **9. Confidentiality**

9.1 Each of the parties to this agreement undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into of this agreement save that which is:

9.1.1 Trivial or obvious;

9.1.2 Already in its possessions other than as a result of a breach of this clause; or

9.1.3 In the public domain other than as a result of a breach of this clause.

9.2 Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of clause 8.1 above by its employee's agents and sub-contractors.

## **10. Warranties**

10.1 All software are supplied on and subject to the terms and conditions of warranties and licences of the original manufacturers and/or licensors. Le1 Internet Marketing Ltd will pass on to the Customer the benefit of any guarantees or indemnities given to it by its supplier. Any software supplied is not warranted to operate error-free or on an uninterrupted basis.

10.2 Le1 Internet Marketing Ltd makes no warranty as to the description, quality, fit for purpose, suitability or otherwise of any hardware and/or software supplied. Le1 Internet Marketing Ltd accepts no responsibility for any loss or damage, arising directly or indirectly, from the use of any hardware and/or software supplied by it, including any loss arising by reason of any failure of the hardware and/or software to comply with any specifications provided by the Customer.

10.3 Le1 Internet Marketing Ltd warrants that all services provided under this Contract will be provided with reasonable skill and care.

10.4 Except as otherwise expressly provided, and except where the Customer deals as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.5 Where the hardware and/or software are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.

## **11. Returns and Defects**

11.1 Le1 Internet Marketing Ltd operate a returns policy for un-functional software, extensions or plugins. Provided within a 30 day notice period after client being first notified to approve the function.

## **12. Limitation of Liability**

12.1 Except in respect of death or personal injury caused by Le1 Internet Marketing Ltd's negligence (for which there shall be no limit on liability) Le1 Internet Marketing Ltd is not liable

to the Customer by reason of any representation, implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, consequential or special loss or damage (including but not limited to loss of profit, business opportunity, contracts or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether caused by the negligence of Le1 Internet Marketing Ltd, its employees or agents or otherwise) arising out of or in connection with the supply of the hardware and/or software; or their use or resale by the Customer; or the supply of any advice and/or consultancy services by Le1 Internet Marketing Ltd; or otherwise. The Customer is reminded by the Company that the Customer can insure against the types of loss referred to in this clause 13.1.

12.2 Except as may otherwise be expressly provided, Le1 Internet Marketing Ltd's liability arising under or in connection with this Contract, whether arising in contract, tort (including negligence) or otherwise shall not under any circumstances, save as set out in clause 10.1, exceed the aggregate price payable by the Customer under this Contract. If the Customer does not consider that this limit is sufficient to protect its interests, the Customer should contact Le1 Internet Marketing Ltd and Le1 Internet Marketing Ltd will be pleased to discuss with the Customer whether it is able to amend this limit. The Customer accepts that Le1 Internet Marketing Ltd shall be entitled to charge the Customer, and the Customer shall pay, an additional fee for accepting any different limit if Le1 Internet Marketing Ltd agrees to do so.

### **13. Force Majeure**

13.1 Le1 Internet Marketing Ltd shall not be liable for any loss or damage caused by delay in performance or non-performance of any of its obligations under any Contract where the same is caused by any event beyond Le1 Internet Marketing Ltd's control including but not limited to an act of God, war, riots, insurrection, governmental or parliamentary prohibitions or enactments, import or export regulations, fires, flood, casualty, epidemic, strikes, lock-outs, cessation of labour, trade disputes, destruction or shutdown of production facilities, shortage or curtailment, delay or disruption in transportation, difficulties in obtaining labour or materials, breakdowns or accidents, financial requirements or manufacturing limitation imposed by third-party manufacturers, suppliers or vendors. Should any such event occur, Le1 Internet Marketing Ltd may cancel or suspend this Contract without incurring any liability for any loss or damage caused thereby, and Le1 Internet Marketing Ltd shall be entitled to recover all monies owing to them in respect of deliveries made or services performed prior to any such failure.

### **14. General**

14.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

14.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

14.3 No waiver by Le1 Internet Marketing Ltd of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

14.5 This Contract is governed by and construed in accordance with the laws of England and Wales, and the parties submit the resolution of any dispute to the exclusive jurisdiction of the courts of England and Wales.

## **15. Content**

15.1 To be supplied by the client, advice can be given on recommended relevant content, but the ultimate responsibility for all content of the website is the clients. Text content is to be supplied in the form of a text editor, (i.e. word or email). It should be supplied in its final approved spell checked format. Images are to be either supplied by client or we can purchase stock images online that come with usage guidelines.

## **16. Domain Name**

16.1 Le1 can purchase on behalf of client and manage renewals, the domain will be registered in the clients name and providing invoices are paid will be the property of the client.

16.2 Clients can have their domain names in their own accounts and we can still manage the website and hosting.

## **17. Hosting**

17.1 Le1 offer different levels of web hosting, clients can choose which level they prefer, Le1 will offer advice on the best solution to suit per project.

17.2 Hosting uptime guarantees depend on the level of hosting selected, eg. Dedicated hosting offers 100% uptime, cheaper cloud hosting 99%.

## **18. Emails**

18.1 Unlimited included with each hosting package, but again there are different levels to choose from, eg. Google Apps, Office 365 and hosted cloud emails that come with the hosting.

18.2 Set up of emails, Le1 offer how to guide and reasonable support to ensure you can set these up ok on your computer. But ultimately we may have to pass on more complicated or timely set ups to an external IT company as there can be many different systems or issues that Le1 do not work with.

## **19. Security Maintenance**

19.1 With increased website hacking possibilities Le1 advise of security maintenance updating to be performed on a regular basis, depending on your website solution. If a client does not agree to our security updating and their website suffers a hacking issue there will be extra charges to fix the issue.

19.2 Any clients on a security maintenance package that still have any issues with hacking our packages cover the time to resolve these.