



NetMedia

Old Drynie House, Kilmuir, North Kessock, Ross-shire. IV1 3XG.

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TERMS AND CONDITIONS

1 Contracting Parties

This agreement sets out the terms of business between [Netmedia Limited](#), incorporated under the Companies Acts in Scotland with Registered Number SC483579 and having its Registered Office at Old Drynie House, Kilmuir, North Kessock, Ross-shire, IV1 3XG, trading as Netmedia (herein after referred to as "the Seller" or "Netmedia") and you, our Customer, whose name and business address or Registered Office is detailed on the Quotation and Acceptance Form issued by us or by [Groupcall Limited](#), a company incorporated in England, company registered number 04343112 and having its principal place of business at Commerce House, 1 Raven Road, South Woodford, London E18 1HB (our "Distributor" which will include all or any of its subsidiaries, agents, successors or assignees).

2 Definitions

To avoid unnecessary repetition and to simplify the understanding of this agreement, the following words or phrases shall, wherever they appear in this agreement, be given the following meaning:

"Customer" shall mean you, the party to whom we have issued a Quotation and Acceptance Form whether you are an individual, partnership, joint venture, limited liability partnership, limited company or other incorporated or unincorporated body. Where you are two or more of the above, each of you shall be jointly and severally liable for all obligations entered into by the customer.

"Agreement" shall mean these terms and conditions as amended, updated and varied from time to time, together with the terms of the QUOTATION and ACCEPTANCE Form we have issued to you.

"Registered Office" shall mean the shop, office, factory or other premises which has been notified to the Government, Inland Revenue and other Regulatory Authorities within your Legal Jurisdiction, as your Principal Place of Business or other place from which you conduct your business and to which all legally enforceable notices and documents should be sent or delivered, or if you are an individual, your home address.

"Charges" shall mean the price plus Value Added Tax and/or other tax due, either payable on your acceptance of our Quotation, which is the time you purchase a product or service from us or at a subsequent date or dates as stipulated on our Invoice. Within 7 days of our receipt of a signed Quotation and Acceptance Form from you, we will issue an Invoice to you in respect of the full purchase price of the goods and services detailed on our Quotation and Acceptance Form. In respect of our web-hosting service and certain of our products, you must pay for these in advance in accordance with our standard practice and for website design, programming and certain other services, the cost of these will depend on the package which we put together for you. In the case of certain products, a deposit of up to 50% of the full purchase price shall be payable at the time you send your duly signed Quotation and Acceptance Form to us. Your responsibilities and obligation to meet our charges for these services are detailed in Clause 10 of this Agreement.

"Confidential Information" shall mean any information which we require to divulge to you or you require to divulge to us for the proper and necessary operation of this Agreement or for any other purpose, such information relating to confidential, business or technical information, details of trade, business or other secret or market sensitive information or information about current, modified or new products or services or those in the process of development.

"Cover period" shall mean the hours within which we make available technical support, namely Monday to Friday, 09.00hrs to 17.00hrs inclusive.

"Data Protection Legislation" shall mean data protection legislation with effect in the UK, including, but not limited to the General Data Protection Regulation ('GDPR') and the Data Protection Act 2018.

"Legal Jurisdiction" shall mean the State (Federal or Provincial), Nation or other internationally recognised Country or Legislative State or Territory within which any party to this Agreement lives or in the case of a non- natural person such as an Incorporated body, the place where it's Registered Office or Principal Place of Business is situated.

"Quotation and Acceptance Form" shall mean the document, prepared by us on your completion of our Quotation Template, downloaded and printed out by you, thereafter signed by you or on your behalf by an authorised signatory and sent to us, together with, if appropriate a deposit or other initial payment. That document details the services we are willing to provide you with in accordance with your requirements as listed on the Quotation section of the form. We have included a detailed breakdown of these charges and a price quotation exclusive of VAT, the VAT to be charged and the total price. The Quotation and Acceptance Form has a section at the end, which enables you to accept our quotation by printing it out, signing it and dating it. On accepting the Quotation, you accept that you have entered into a legally binding contract.

"Intellectual Property" shall mean but not be limited to all text, software, logos, trademarks, music and sound, photographs, graphics or video, service and other marks, audio recordings and other items which are capable of being or are protected by copyright, privacy, anti-piracy, trademark, patent or other laws and procedures both in Legal Jurisdictions governing the parties to this Agreement and throughout the world.

"Term" shall mean the duration of this agreement during which period we provide you with Technical Support.

"The excepted risks" means

1. a) War, invasion, act of foreign enemy, hostilities (whether or not a formal state of war has been declared), civil war, riot, rebellion, revolution, insurrection or military or usurped power or looting, sack or pillage in connection therewith, and/or
2. b) Ionising radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste or from the combustion of nuclear fuel, and/or
3. c) Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, and/or
4. d) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds, and/or
5. e) Explosion, fire, flood, strike, lockout, picketing or secondary industrial action, gas, electricity, telephone or other power or utility surge, failure or other interruption, non-availability of any goods or materials or the acts or omissions of any third party.

"The Seller, we, us, our" shall mean NetMedia Limited, whose Registered Office is at Old Drynie House, Kilmuir, North Kessock, Ross-shire, IV1 3XG or any trading division, associate, holding or subsidiary company of NetMedia Limited and the Distributor, or either of us as appropriate.

"The Customer, you, your" shall mean the party receiving our Quotation and Acceptance Form who thereafter signs the same, forwards it to us and thereby enters into an Agreement with us.

Throughout this Agreement, the use of the singular shall be deemed to include the plural, the male shall be deemed to include the female and where any term or phrase is written in lower case letters, it shall have the same meaning ascribed to it as though it is written in upper case letters.

3 Governing Law

The Law of Scotland shall govern the terms and conditions of this agreement. Regardless of the legal jurisdiction within which you reside or have your Registered office, we both agree to Prorogate the jurisdiction of any other court and submit any disagreement to the relevant Scottish court.

4 Territory

This agreement will govern all contractual matters and dealings between the parties in any part of the world unless we enter into a separate agreement, which stipulates otherwise.

5 Term of Agreement

Where it relates to the provision of on-going services or support, unless otherwise stipulated or specified on the Quotation and Acceptance Form, this agreement will subsist for an initial period of twelve months from the date you sign the Acceptance section and thereafter shall continue on an annual basis unless or until either party serves written notice on the other not later than 60 days before the expiry of the said initial twelve month period or any subsequent anniversary thereof, that it intends to terminate the agreement. Either party may however terminate this agreement at any other time with the consent of the other party or where the other party is in material or fundamental breach of contract entitling it to serve notice of immediate termination of this agreement as defined in Clause 11.

6 Definition of Services

The first party, as supplier or provider of a range of I.T., Internet and bespoke solutions for customers' business computer needs may be providing you with a single product or solution or a range of solutions and/or support packages. The service or services, goods or supplies, which we are selling to you, are as detailed on the Quotation and Acceptance Form duly signed and dated by you. As such, we shall provide both software and where appropriate, hardware with relative telephone Technical Support to you at your Registered Office or such location(s) as the parties may from time to time agree in respect of any equipment, goods or services covered by this agreement. You agree to accept our services and neither seek to adapt them without our prior written consent and in accordance with the other provisions of this agreement nor share or distribute any information or technical detail to any third party including any other division or department within your company. Notwithstanding that this agreement is between the Seller and the Customer, nothing in this agreement shall prevent us from sub-contracting the performance of our obligations under this agreement. We shall not incur any liability to you where we are unable to fulfil our obligations under this agreement due to the presence of one or more of the excepted risks but in all other respects both parties shall require to meet their obligations to one another at all times throughout the term of this agreement.

7 Technical Support

We may as part of our contract with you, offer you Technical Support. At the time of entering into this agreement with us, we will advise you of the telephone number of our Technical Support staff and/or other arrangements we have in place. We offer Technical Support by telephone between the hours of 09.00 and 17.00, Monday to Friday inclusive. We will advise you separately of such support as we have available on public holidays or weekends in the event of an emergency arising. When circumstances require us to amend the times or extent of the provision of these services, we undertake to notify you in writing and/or by e-mail, not later than seven days prior to such amendment (except in the case of an emergency) taking effect.

8 NetMedia Rights and Obligations

1. We shall at all times deploy and make available suitably qualified employees to ensure that we can meet our obligations under this agreement both timeously and to a standard expected of a modern high technology service practice. Where we sub-contract the performance of any service under this agreement, we warrant to you that such sub-contractors will provide at least as good a service as our own qualified employees would do. Where you notify us within 48 hours of sub-contractors completing work under this agreement that in your opinion it is not of an acceptable standard or is otherwise defective, we shall have a further 48 hours to inspect the work and if we agree that such work is defective, shall make good such defects at no additional cost to you. You waive any right you may have to seek compensation from us in respect of any losses you incur as a result of such defective repairs during the said additional 48-hour period.
2. We warrant all repairs (including labour content, parts and exchange modules) supplied under the terms of this agreement for a period of 30 days from the date of completion. In addition we will assign to you our interest in any manufacturer's, distributor's or sub-contractor's warranty or guarantee in excess of the said 30-day period. Where you invoke any claim on a warranty or guarantee beyond the said 30 day period, we shall invoice you for all labour time and costs expended by us in carrying out any repair or replacement of registered equipment under such extended guarantee or warranty, not covered by the said guarantee or warranty and you undertake to pay us in full for the value of such invoice in accordance with the terms of Clause 10.
3. Except where specified in accordance with the terms of this agreement, we shall neither hold ourselves out nor be held out by you or otherwise represent ourselves as being agents for you or entitled to enter into or incur any obligations on your behalf and any such unauthorised representations or obligations shall be null and void.
4. Where you fail to meet payment of any invoice and become in breach of Clause 10, we shall be entitled to withdraw all services from you and refrain from providing any further or additional services to you until you meet your obligations imposed by Clause 10. We shall incur no liability to you or any third party for all or any losses or other costs incurred by you as a consequence of us withdrawing any services in terms of this clause. When you again comply with your obligations under Clause 10, we shall, where possible, re-instate all pre-existing services and continue to provide the services contracted for under this agreement.
5. Where we supply you with goods, equipment or services, software or hardware in accordance with the specifications referred to elsewhere in this agreement, we rely on your assurances as to their fitness for your purposes and that any support structures you provide to work with the solutions or products we supply you with are compatible for the purpose for which they are intended. In the event of us ascertaining that this is not the case, we shall be entitled either to terminate this agreement or intimate our intention to vary the terms of this agreement in respect of the level or range of goods, services or support we are providing to you and in the event of additional costs being incurred by us doing so, you undertake to meet all such additional costs.

6. Where any goods, equipment or services, software or hardware we sell to you in terms of this agreement is itself covered by a separate agreement pertaining to its use or application, the whole terms and conditions of such separate agreement shall also be deemed to be part of this agreement and have full force and effect but where there may be any conflict between terms of any two or more such agreements or contracts, the terms and conditions applying specifically to those goods, equipment or services, software or hardware shall apply in preference to the relevant term of this agreement.
7. We are bound to protect and keep confidential your data, but inevitably, to enable us to properly provide our services to you we may have to disclose some information to 3rd parties such as the Distributor or subcontractors. These two examples are not an exhaustive list but merely an indication of the third parties to whom your data may be disclosed.
We also instruct third parties to process data on our behalf. Where we do so, such third parties are bound by the terms of Article 28 of the GDPR in respect of their data processing contract with us. Our Privacy Statement lists those third parties who will process your personal data on our behalf. By instructing us, you consent to us disclosing such information as is reasonable and necessary for the purpose of carrying out your instructions and providing the services to you.

9 Customer's Rights and Obligations

1. You undertake to respect the integrity of all equipment or software we supply or service and not to permit any alteration, addition, maintenance or repair of it by any party other than us in terms of this agreement. You accept that if you breach this clause or we ascertain that either you yourselves or through the actions of a third party have opened any sealed unit or otherwise compromised the integrity of any part of any equipment or software we supply or service, we shall be under no obligation to carry out any repair, maintenance or replacement of such part of the said equipment or software affected. However we shall be entitled to agree to carry out any such maintenance or repair, or in a worst case scenario, replacement of the said equipment or software affected, upon additional payment terms agreed at that time, in writing, with you. You also accept that any such action by you or any third party acting on your behalf may constitute a fundamental breach of contract entitling us to terminate the contract upon 24 hours notice in accordance with Clause 11 of this agreement.
2. Except where specified in accordance with the terms of this agreement, you shall neither hold yourselves out to be nor be held out by us or otherwise represent yourselves as being agents for us or entitled to enter into or incur any obligations on our behalf and any such unauthorised representations or obligations shall be null and void.
3. Prior to the execution of this agreement, where we have recommended an equipment scheme and/or type or level of software to you in accordance with the specifications you provide us with and in particular the needs you identify for your company and the corresponding solutions we propose to meet those needs, by signing this agreement, you acknowledge that we have satisfied your requirements in this respect. If you subsequently advise us that the equipment and/or software supplied by us do not in fact provide the required solutions to meet your needs, if this is because our solution does not meet the original specifications you gave us, we will adjust the equipment and/or software supplied at no additional expense to you. However if it transpires that our solutions do not meet your needs because your original specifications were either wrong or inadequate and insufficient to meet your needs, you accept that we shall be entitled to amend the equipment and/or software supplied but only upon you meeting all additional costs of upgrading or amending the said equipment and/or software.
4. Either as a part of one of our standard packages for the provision of services and solutions or as a "stand alone" you may require a specialist programme, which provides functionality or facilities not normally present in one of our products or services. This is known as one of our Bespoke Business Solutions. Where this situation arises, it is your responsibility to provide us with full written details/instructions and input regarding specialist or trade/professional knowledge, which is vital to ensure the products, or services we supply you with are suitable and meet your needs. If you have specific industry or Regulatory requirements or standards which require to be complied with or incorporated into the products or services we are supplying you with, it is your responsibility to ensure that these are fully brought to our attention in writing, to assist us either personally or by referring us to the appropriate governing body or Regulator for technical or professional guidance in order to meet your functionality and regulatory requirements, both prior to the creation of a Bespoke Business Solution on your behalf and during the testing processes, if any, which follow thereafter. Once the products or services which constitute your Bespoke Business Solution have been supplied and tested, we will have no liability if it subsequently transpires that the detail/instructions or input of specialist or trade/professional knowledge supplied by you or on your behalf by any governing body, Regulatory authority or any other party proves to be insufficient to meet the needs and functionality expected by you. In such a situation we may agree to assist in or provide upgrading assistance to meet the actual functionality or other standards required but this will be subject to you meeting such additional costs incurred by us which arise and for which we will invoice you at the time. We will only be liable to rectify any such defect in functionality where we have failed to comply with or adhere to any written instructions or requirements received by us during the creation or installation of your Bespoke Business Solution and in such circumstances we will have 7 days within which to complete such upgrading or corrective work, at our own expense. You will not however have any claim for loss of income or damages against us in accordance with the terms of Clause 14.
5. You hereby undertake to indemnify us in respect of any claim made or issued against any member, director, employee, parent or subsidiary company, agents or shareholders of NetMedia Limited including all legal fees, arbitration fees or expenses and generally all costs claimed or sought by any Customer or other third party as a result of any conduct or defect in behaviour by you or any of your employees, directors, members, parent or subsidiary companies or any other party acting on your behalf or any other actions of yours.
6. We act on behalf of many of our Customers over many years and accordingly we may communicate with you by mail or by electronic means in the future with information that may affect you and explain the potential impact on you. We may also explain our work, experience and services to you and offer our services to you as an existing Customer. If you do not wish to receive these communications, please let us know. You can do this by letter, telephone, email, fax or in person at any time.
7. We have prepared and published a [Privacy Statement](#) on our website. Our Privacy Statement sets out the lawful basis of processing your data (which, in the case of our providing services to you are working on your behalf is the Contract constituted by the Quotation and Acceptance Form and these Terms of Conditions) and sets out your rights in relation to that data. *If you cannot access our website, please ask us to send you a paper or digital copy of our Privacy Statement.*

10 Charges and Payments

Where the subject of this agreement between us relates to on-going services as narrated in Clause 6, each party will keep fully documented records (known as "service reports") of all occasions on which you require us to provide the said services and shall at least on a monthly basis, reconcile with one another their records in this respect. The charges incurred to us by you in respect of the provision of services narrated in this agreement are as detailed on the Quotation and Acceptance Form, which will apply from the commencement of this agreement until varied by agreement of both parties. In the event of us wishing to vary these charges, we undertake to intimate the proposed new level of charges to you not later than

three months prior to them coming into effect. If these proposed new charges are not acceptable to you, you will require to intimate this fact to us within 28 days of receiving notification from us of the proposed changes. In the event of the parties failing to agree a variation in the level of charges to be implemented within a further 28 days, either party shall be entitled to terminate this agreement within a further period of 28 days in accordance with the provisions of Clause 11 hereof and the party so exercising its rights shall incur no additional liability to the other party beyond all existing contractual obligations in terms of this agreement up to and including the date of termination.

We shall invoice you annually/monthly in advance within 7 days of this agreement being signed, for the service provided on the Quotation and Acceptance Form. Where relevant, a copy of the service report for the preceding month shall be issued to you not later than the 7th working day of the second and succeeding months throughout the term of this agreement. It will usually accompany each monthly invoice where you pay on a monthly basis or under separate cover where you pay annually in advance.

Where we are providing you with on-going services or as aforesaid or cannot proceed to completion of a project on your behalf because we are waiting for graphics/text, technical data or other information to proceed with the job, we will notify you by either post and/or e-mail of the information or other item(s) outstanding. We will invoice you as though you had provided that outstanding data or information to us within 7 days of us issuing such a request and we will then invoice you as though you had provided us with the said data or information. Similarly if the work we do for you is on-going we will invoice you on or before the last working day of each month for the work done on your behalf during that month. In each case, whether or not you have provided us with all the data or information we require to proceed with your project, you will be liable to make payment upon receipt of our invoice(s) in accordance with the other provisions of this clause, notwithstanding that we have been unable to make progress with your project.

Each invoice issued by us to you shall state a due date for payment. In the event of you not making payment in full of each invoice on its due date and no separate written variation of payment terms having been agreed by the parties, you shall have 5 working days to make payment in full to us of the sum payable under the invoice, together with all bank or other charges incurred by us where for example non payment was due to a cheque, direct debit or standing order payment by you not being honoured by your bankers. In addition we shall be entitled to interest at the rate of 3 % per annum above the prevailing base rate applied by Royal Bank of Scotland Plc (or a minimum of 8%, whichever is the greater) on the total value of the invoice or any part thereof unpaid from the due date of payment until payment is made in full. Where after a further 5 working days you have still not made payment in full of any outstanding invoice, you shall be deemed to be in fundamental breach of this agreement and we shall be entitled to intimate to you that we are terminating the agreement in accordance with the provisions of Clause 11. Notwithstanding that we may or may not exercise our right to terminate the agreement, you shall remain liable to us for payment of all sums due under the relevant invoice(s) together with all expenses and interest, until payment has been made in full. Thereafter, should we wish to enter into a further agreement with you, we shall do so on terms and conditions to be agreed at that time.

11 Termination of Contract and Consequences thereof

Either party shall be entitled to terminate this agreement by giving the other party 60 days written notice prior to any anniversary of the commencement of the agreement, to enable the other party to make adequate alternative arrangements. The exceptions are either where one party alleges a fundamental breach of contract by the other party, which would require only 24 hours notice to be given or failure to agree a variation in the level of Charges and Payments due which would require the timetable detailed in Clause 10 to be invoked.

Where you have committed a breach of contract and we decide that it is not sufficiently serious to merit us serving a Notice of Default and then terminating the Agreement, we may serve a Notice of Default requiring you either to cease the activity which we consider to be in breach of this Agreement or to rectify the defect(s) in your operating system which has made us consider you to be in breach of this Agreement. In the Notice of Default, where we decide not to terminate this Agreement, we will not only give you a time limit within which to rectify the defect, but we may intimate that we are withholding further services from you until the breach or non-compliance has been cured to our satisfaction. Said time limit will be not less than twenty-four hours and not more than seven days, (except in exceptional circumstances and at our discretion).

Where we choose to terminate this agreement following on us serving a Notice of Default upon you, you accept that you will have no right to cure such defect or breach of contract.

You expressly waive any statutory rights or legal protection, which are at variance with this clause.

Where either of us terminate this Agreement for whatever reason, we shall be entitled to delete any and all information contained on our servers including but not limited to all mailing and sales lists, order processing lists and materials, lists of orders and sales and where relevant, all web-pages created by or for you.

In the event of this Agreement being terminated for whatever reason, any Charges, which have been incurred by you to us, prior to the termination of the Agreement, shall remain due and payable and we shall be entitled to exercise all means of legal recovery permitted by the Law of Scotland. In the event of us being in possession of money or payments due to you at the date of termination of this Agreement, we shall be entitled and you expressly consent to us deducting from any sum remitted to you thereafter all sums due to us by way of Charges.

Notwithstanding that this Agreement may be terminated by either of us, the provisions of Clauses 3,6,8,9,10,11 and 12 shall remain in full force and effect thereafter as if this Agreement had continued indefinitely.

Where either party alleges a material or fundamental breach of contract by the other or where the parties otherwise come into dispute, in addition to all other rights and remedies available to them under the terms of this agreement, either party may invoke a wish to submit their dispute either to Arbitration or Alternative Dispute Resolution and in either case, the parties shall agree upon the appointment of an Arbitrator or an A.D.R. advisor who shall be entitled to set forth the procedure to be followed in resolving the dispute and the decision of whom shall be binding upon both parties. In the event of the parties being unable to agree upon the appointment of an Arbitrator or an A.D.R. advisor, then the matter shall be referred to the Sheriff of Grampian, Highland and Islands at Dingwall, whose decision shall be binding upon the parties. Both parties also agree that in the event of any dispute between them being taken to the courts to be resolved, both Prorogate the jurisdiction which any other court may have and agree that the matter shall be resolved in an appropriate Scottish court.

In the event of this Agreement being terminated, for any reason, the Customer may request in writing that Netmedia deletes or returns any personal data held by Netmedia on behalf of the Customer.

12 Confidentiality, Breach of Trust, Data Protection and Intellectual Property

Both parties agree to recognise and respect the confidentiality of the trading methods and procedures of the other and not to divulge or otherwise reveal to any third party such confidential details, including but not limited to, all and any design of hardware or software or other equipment, technical or commercial information including all trading processes and procedures and generally any item which might reasonably come within

any definition of Intellectual Property, whether the subject of registered copyright or not and generally all business and commercial practices used by either party. Neither party shall disclose to any third party, any trading or other information which one discloses to the other and neither party shall seek to solicit any employee from the other or engage any former employee of the other within a period of 12 months from the termination of the said employee's contract, except with the prior written consent of the other party.

Netmedia will process any personal data received in accordance with Data Protection Legislation and Netmedia's Privacy Notice, which is available at <https://parents-booking.com/about-us/privacy-policy/>, unless Netmedia are otherwise required by law to process the personal data. Netmedia are registered as a Data Controllers with the Information Commissioner's Office. The parties acknowledge that, for the purpose of this Agreement, the Customer is the data controller and Netmedia is the data processor. The Customer confirms that the personal data which is transferred to Netmedia is done so in accordance with a lawful basis and in accordance with Data Protection Legislation for the purposes of this agreement. Netmedia will provide assistance with any Subject Access Requests received from the Customer, but the Customer is responsible for verifying the identity of the data subject. Netmedia will cooperate with the Information Commissioner's Office, in accordance with Data Protection Legislation. The terms referred to in the clause shall be interpreted in accordance with Data Protection Legislation, and, in particular with the definitions accorded to these terms in GDPR.

The intellectual property owned by Netmedia Limited, which facilitates the Parents' Evening Booking System software and website, allowing the Parents' Evening Booking System to function, belongs to Netmedia Limited. No reproduction of this intellectual property, or any of the product's code, methods or mechanisms which dictate how the product works, its functionality or its features can be copied or reproduced, either during or out with a contractual agreement period. In plain speak, customers or trialists may not use their time as a subscriber or tester to learn and copy how the product works. The Parents' Evening Booking System's intellectual property is owned by Netmedia Limited and can only be purchased. Any attempt made by customers to copy our product for their own purposes will be prosecuted using UK or international law and courts.

As your technology service provider we will retain your data in line with the data retention period set out in Term 4 of our [Privacy Statement](#). The reason we do this is that we act on behalf of Customers across the span of their contracts and provide our services to them over an extended period of time. In the event of your wishing to exercise your right of erasure we will be happy to delete your data if the minimum retention period which we have identified has been exceeded.

You consent to the destruction, without further warning, of all physical files and papers on expiry of the minimum data retention period, from completion of the services provided to you or carried out on your behalf, whichever is the later.

If you wish to exercise your right of erasure we will be pleased to comply with your request provided the last provision of services to you or work done on your behalf has exceeded our minimum retention period. If you wish to exercise your right of erasure you must write to us to advise us of this (we will not accept such instructions verbally or by email or telephone). Your instructions to us must also be signed by your authorised signatories to confirm your intention formally.

13 Variation and Terms of Agreement

These TERMS and CONDITIONS may be varied by Netmedia Limited from time to time to reflect changes in working practice and commercial and technological change. In accordance with normal commercial practice, any notices or correspondence of a formal nature require to be served by one upon the other in writing to the Registered Office of the other party, by 1st class Recorded Delivery or Registered Post mail and that delivery will be deemed to be on the next working day, defined as Monday to Friday inclusive and excluding Public holidays, after the date of the certificate of posting. This does not of course preclude the parties corresponding on important matters by e-mail, but to have legal effect, the aforementioned means of intimation shall be required and will not be deemed to have taken effect until so intimated and received. This agreement is personal to the parties and as such you may not, without our prior written consent, assign, transfer or otherwise dispose of your rights, interests and obligations under this agreement. Nothing in this clause shall however prevent us from utilising the services of sub-contractors in accordance with Clause 6. An assignment shall not ordinarily be deemed to have occurred where you have undertaken an amalgamation, company reconstitution or change of name, but may do where you become a holding or subsidiary company of another party. Where any Scottish court subsequently declares any term, expression, sentence or clause in this agreement unenforceable, then notwithstanding it's deletion; the remainder of this agreement shall in all other respects remain in full force and effect as though the offending term, expression, sentence or clause had never been written.

14 Acts of God and other Exclusions

Where either party is prevented from fulfilling its obligations in terms of this agreement by any of the excepted risks or flood, earthquake, storm damage, electricity, telephonic or other power or utility service interruption, war, government or local government order, regulation or law or other Act of God or action of any third party out with its control, that party shall incur no penalty or liability either to the other party or any client of the other party as a consequence of its failure to perform the terms of this agreement.

In addition to the exclusions stipulated in the preceding paragraph, we shall not incur liability to you for any losses or damages arising either directly or indirectly as a consequence of our failure to perform the terms of this agreement, nor shall we be liable for any special, consequential, incidental, remote, punitive or third party losses or damages, regardless of whether these arise as a result of any breach of warranty or contract, negligence or strict liability on our part or of anyone acting on our behalf in the provision of services under this agreement, except where otherwise specifically provided for elsewhere in this agreement.

In any circumstances where the law applying in the Legal Jurisdiction of either of us does not permit exclusion of liability, even by contractual agreement, in all circumstances, the total value of any claim which you may have will not exceed the total of all Charges you have paid to us during the period throughout which this Agreement has been in force and operation.

(Terms and Conditions last updated 27/06/2018)