

These Terms set out the rights and obligations that apply where we supply services to you. Please read them carefully. If you have any queries please raise them with us.

## 1. General

- 1.1 Silicon Practice Limited is a Company registered in England, number 4174491, whose registered office is 140 London Road, Guildford, Surrey, GU1 1HW.
- 1.2 None of our representatives, agents or sales persons have the authority to vary, amend or waive any of the Terms on our behalf and no addition or amendment to any of these Terms shall be deemed to have been accepted unless we agree otherwise with you in writing.

## 2. Description of Services

- 2.1 A description of the Services is set out on our Order Form (front page of this document).

## 3. Provision of Service

- 3.1 We agree to design a website for you according to your instructions and our website design features set out in the Order Form.
- 3.2 We agree with effect from the "Website Launch" date (as described in 3.3 below) of your website, in consideration of the payment of the annual charges by you, (as described below Clause 5) to supply the Services (described on the Order Form), to you on an annual basis subject to the renewal of the service in accordance with Clause 5 below.
- 3.3 The "Website Launch" is the date that your website is available for public use on the internet.

## 4. Duration

- 4.1 This Agreement shall start when your order has been accepted in writing by us.
- 4.2 The Website Maintenance and Update Services shall be provided for a period of one year commencing on the date of the "Website Launch" until the first anniversary of the Website Launch.
- 4.3 At the end of the first year and subsequent years, we shall continue to provide the Website Update and Maintenance Services, and you shall continue to pay the annual charges unless the service is terminated in accordance with clause 10.

## 5. Website Maintenance and Update Service Charge

- 5.1 The Website Maintenance and Update Service Charge will be the price stated in the Order Form.
- 5.2 In subsequent years the service charge is due on the anniversary of your "Website Launch" date.
- 5.3 We reserve the right to amend our charges. We will give notice of any amendments to our prices one month prior to the date that the annual service fee is due.

## 6. Payment

- 6.1 In the first year we will invoice you for the website design when you place the order for a SiliconPractice website.
- 6.2 In the first year we will invoice you for the Website Maintenance and Update Service Charge on the "Website Launch" date.
- 6.3 After the first year, we will send you an invoice in respect of the Website Maintenance and Update Service Charges on the anniversary of the Website Launch date unless you have terminated the service according to Clause 10.
- 6.4 Invoices are payable no more than 14 days after their date of issue.
- 6.5 All payments are subject to VAT, currently at 17.5%.

## 7. Our Obligations

- 7.1 We will meet our responsibilities within a reasonable timeframe.
- 7.2 We shall act only on your instructions in relation to your website content and we shall maintain reasonable safeguards against its loss or unauthorised access by third parties.
- 7.3 If you have a problem with the service you can telephone or email us Monday to Friday from 9.30 a.m. to 17.30 p.m. (excluding national holidays) for assistance. We will try to

solve the problem as soon as is reasonably possible. When appropriate we will give you an estimate of how long this may take and keep you informed of progress.

## 8. Your Obligations

- 8.1 You are responsible for supplying us with details of the services your practice provides and to provide us with updated information about your practice throughout the year via a nominated person from your Practice.
- 8.2 You cannot assign or transfer your rights or the benefit of any of the provisions of the contract to any other person the supply of Services without our written consent.
- 8.3 This is a Patient/Practice website Service and can only be used in the communication of Practice specific information related to patients.
- 8.4 You undertake to comply with our website updating procedures.
- 8.5 You will use our services only for lawful purposes and in accordance with these terms.
- 8.6 Any data or other materials provided by you to us or software or equipment employed by you in your use of or receipt of the Services shall not infringe any intellectual property rights of any third party and shall not be obscene or defamatory of any person and shall not violate the laws or regulations of any state which may have jurisdiction over such activity.

## 9. Limitation of Liability

- 9.1 Our total liability will not exceed the price of the services to which the claim relates.
- 9.2 We will not be liable for any indirect, economic or consequential loss of whatever nature (including, without limitation, loss of data, loss of profit, wasted management time and computer downtime), whether caused by breach of contract, breach of statutory duty, negligence or otherwise.

## 10. Termination of the Service

- 10.1 This Agreement shall start when your order has been accepted in writing by us. Following the "Launch Date" of your website this Agreement will continue until one party gives to the other one months' notice in writing to terminate, such notice to expire on an anniversary of the Launch Date.
- 10.2 If the domain name has been purchased and registered by you it will remain your property.
- 10.3 If the domain name has been purchased by us on your behalf, the domain name will remain our property. We can arrange for the domain name to be transferred to your ownership at the price charged by Nominet for such a transfer at that time.
- 10.4 The text and any photographs or logos supplied by you will remain your property.
- 10.5 The website design, and any text and images supplied by us, will remain our property.

## 11. Disputes

If any dispute arises between us under these terms we will both attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If the parties fail to agree terms of settlement within 42 days of the start of the first meeting held under such procedure, the dispute may be referred to litigation by either party.

## 12. Third Party Rights

A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## 13. Law

These terms shall be governed by English Law and you and we submit to the non-exclusive jurisdiction of the English Courts.