



## Terms of Business

**Morris Project Limited will be referred to as Morris Project throughout the document.**

### **1. General**

**1.1** Morris Project is not responsible for any third party services which are introduced to the client.

**1.2** The client agrees that Morris Project can use the client's company name in its own client list. If the client does not wish to appear on the Morris Project client list, Morris Project will remove them at the client's request.

**1.3** In respect of a website or websites supplied by Morris Project, the client agrees to credit Morris Project in the footer on every page of their site by displaying a text hyperlink to MorrisProject home page. Alternatively the client can link to a MorrisProject page will consist of information regarding the design of the website, and be at no extra charge to the client.

### **2. Duties**

**2.1** By accepting the terms of Business, and returning the signed form of acknowledgment. The client agrees that they will;

**2.1.1** Provide all data reasonably required by Morris Project to complete within a reasonable period of time.

**2.1.2** The client must agree that failing to comply with 2.1.1 in the terms of business may result in the contract time being extended without notice

**2.1.3** Maintain a retrievable record, and/or copy of original, of all data provided to Morris Project, who will not be responsible for loss or damage to any data.

**2.1.4** Not sell or franchise the product or service to any third party without express permission from Morris Project.

**2.2** The client warrants that it owns all the data required for the services to be performed hereunder and has absolute rights to use such data for such purposes.

**2.3** Morris Project will:

**2.3.1** Following the acceptance of the terms of business and signed acknowledgment of this, Morris Project will provide to the client, free of charge, a one month site maintenance support service. Any software "bugs", spelling or grammar errors and functionality failures will be rectified free of charge during this period. This service does not include any design modifications, functionality changes or site enhancements. Such items are subject to a separately arranged maintenance agreement or one-off amendment charge at our hourly rate.

### **3. Morris Project Charges**

**3.1** A 50% deposit is due upon acceptance of the terms of business via a credit card, debit card, cheque or cash payment. The remaining 50% balance is due upon supply of the website and/or services ordered. Unless stated or arranged otherwise by a Project Manager.

**3.2** At Morris Project's total discretion interest and compensation on outstanding invoices will be charged at the rate of 5% above the base rate of Abbey National's Business Bank account at the end of the invoice and/or completion of the contract on the remaining balance of all invoices which are overdue for a period in excess of 28 days.

**3.2.1** Morris Project reserves the right to place the clients account on 'Hold' which will include the withdrawal of products and services, including secure certificates, internet hosting, and retention of domain names, if the clients invoices remain unpaid above the payments terms detailed on the client's invoice.

**3.3** All fees are quoted in British Sterling and must be paid in this currency, unless otherwise agreed.

**3.4** No refunds are available to the client for prepaid services or deposits, unless Morris Project is unable to supply the ordered service, or an acceptable alternative.

### **4. Intellectual Property**

4. If the client is not hosting with Morris Project, the below parts may differ depending on your hosting provider. Morris Project cannot be held responsible for any data shown through a website created by Morris Project, which is hosted on an alternative provider.

4.1 All copyright or other intellectual property rights in any material devised by Morris Project will belong to us until receipt of all payments due for the work done. Upon receipt of the final payment all copyright and other intellectual property rights will be passed onto the Client.

4.2 Morris Project does not allow any of the following content to be stored on its servers and reserves the right to suspend or cancel a client's access to any or all services provided when it decides the client is displaying the following

4.2.1 Material that is in breach of law, or any unauthorized distribution of copyright data or copywriten software

4.2.2 Material which is obscene, pornographic or indecent

4.2.3 Material which is unlawfully threatening or harassing

4.2.4 Material which contains any viruses or programs intended to damage, interfere with personal data, or unapproved legally.

4.2.5 Material relating to Hacking, cracking, Warez and IRC

## 5. Disclaimer

5.1 Whilst this site has been, or will be compiled in good faith, Morris Project make no warranty or representation that the use of this web site will be uninterrupted or error free or that this site or the server that makes it available are free of viruses or bugs.

5.2 Morris Project will have no further liability for any loss, damage, costs or liability whatsoever which the client may incur including without limitation loss of sales, profits, indirect and or consequential losses. In particular and without limitation Morris Project shall not be liable to the client as a result of any virus introduced or passed on to them. The client is strongly advised to have their own anti-virus, anti-spy ware and firewall software in place.

5.3 Morris Project shall not be responsible for any loss of failure caused by the fault of any Internet service provider of the incompatibility of its software with any third party. Morris Project does not represent or warrant that a client's URL (web address) will achieve a favorable position, listing or ranking within the search engines and web directories.

5.4 Neither party to this agreement shall be liable for any failure or delay in performance of this agreement due to any Act of God, war, strike, lockout, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

## 6. Indemnification

6.1 The client agrees that it shall defend, indemnify, save and hold Morris Project harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Morris Project, its agents, its customers, officers and employees, that may arise or result from;

6.1.1 Any material supplied by the client infringing or allegedly infringing on the proprietary rights of the third party

6.1.2 Any service provided or performed or agreed to be performed or any product sold by the client, its agents, employees or assigns.

6.2 The client agrees to defend, indemnify and hold Morris Project harmless against liabilities arising out of:

6.2.1 Any injury to person or property caused by any product sold or otherwise distributed in connection with the web servers belonging to Morris Project

6.2.2 Copyright infringement and any defective products sold to third parties from the web servers belonging to Morris Project

6.2.3 Any data hosted on the website, that maybe copy written and not owned by the client. This includes data or images provided by the client but amended by Morris Project.

## 7. License

7.1 The client grants Morris Project a royalty free, world wide, non exclusive license to use the text, graphics, images and other related material featured, displayed or used in or in relation to the website. All material supplied to Morris Project must be with permission of the relevant owners.

## 8. Termination

**8.1** Morris Project will use all reasonable endeavors to complete its obligations under the customer contract. If Morris Project is unable to do so for any reason, it may terminate the customer contract by giving 10 days notice in writing. In such circumstances, Morris Project shall render an invoice for such part of the service or product that has been delivered or completed and not previously billed.

## **9. Assignment**

**9.1** The client shall not assign, transfer or sub-contract the benefit and/or burden of this agreement without the prior written consent of Morris Project.

**9.2** Morris Project may assign, transfer or sub-contract the benefit and/or burden of this agreement.

## **10. Confidentiality**

**10.1** Each party to this agreement will at all times keep confidential information acquired in consequence of this agreement, except for information which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

## **11. Limitation of Liability**

**11.1** To the full extent permissible by law, Morris Project assume no responsibility or liability for any information published on this web site and further disclaim all liability in respect of such information. In particular, Morris Project hereby excludes all liability for any claims, losses, demands or damages of any kind whatsoever in relation to any information, content or advertisements.

## **12. Links**

**12.1** Links to other sites are made at your own risk and Morris Project accepts no liability for any linked sites. When you access a non-Morris Project third party web site, please understand that it is independent from Morris Project and Morris Project has no control over that web site and the link does not mean that Morris Project endorses or accepts any responsibility for the content or the use of such web site. You must take your own precautions to ensure what is selected for use is free of viruses, worms, Trojan horses and other items of a destructive nature.

## **13. Acceptance**

**13.1** If the client does not notify Morris Project of non-acceptance within ten days of delivery of the Deliverable, it will be considered accepted. The deliverable will be considered accepted if the Client uses the deliverable in a "live" environment.

## **14. Change requests**

**14.1** If the scope of the initial project changes from the specifications outlined in the project plan or Morris Project is required to provide additional services not described in the project plan, such changes will be documented in a change request and may impact timings and costs. The Change request will require signing off by the client before work described therein can commence.

## **15. Governing Law and Jurisdiction**

**15.1** This agreement shall be governed by and constructed in accordance with the laws of England. The client and Morris Project irrevocably submit to the exclusive jurisdiction of the English courts to hear and determine any proceedings issued in connection with this agreement.