JAYTAG
Jaytag Computer Limited

3rd Floor, Suffolk House, George Street, Croydon, Surrey, CR0 0YN

Tel: 0800 7879 258 or +44 (0)20 8761 4452
Web: http://www.jaytag.co.uk

GENERAL TERMS OF BUSINESS

1. GENERAL
    1. These Terms apply to all Contracts entered into by Jaytag Computer

2. DEFINITIONS

    1. In these Terms the following words have following meanings:

Active Devices:	Products containing electronic components
Contract:	any agreement or order for the supply and/or installation of Products, or provision of services by Jaytag Computer to the Customer
Customer:	any Customer of Jaytag Computer to whom Products are supplied under the Contract incorporating these terms
Jaytag Computer:	Jaytag Computer Limited (Company Number: 6059116) whose registered office is at 3rd Floor, Suffolk House, George Street, Croydon, Surrey, CR0 0YN
Products:	any products, including Active Devices to be supplied by Jaytag Computer on any Contract (including any part or parts of them)
Quotation:	any offer by Jaytag Computer for the supply and/or installation of Products
Specification:	the specification of the Products set out in the Quotation or otherwise agreed in writing
Terms:	the terms set out in this document and any additional terms relating to specific services or as agreed in writing by Jaytag Computer and the Customer
Software:	all software owned by or licensed to the Customer by third parties and which comprised part or all of the Products

    2. In these Terms headings will not affect the construction of these Terms.

3. ACCEPTANCE
    1. These Terms apply to all Contracts to the exclusion of all other terms. Any variation is only effective if agreed in writing by a Director of Jaytag Computer. No other employee, representative or agent has authority to vary, alter or amend the Terms. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Jaytag Computer which is not set out in the Contract. Nothing in these Terms will exclude or limit the Company's liability for fraudulent misrepresentation.

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2. No terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, confirmation of order, Specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.
3. The Customer must ensure that the terms of its order and any Specification are complete and accurate.
4. Any Quotation accepted by the Customer or Customers order accepted by Jaytag Computer shall be subject to these Terms and any credit checks which Jaytag Computer may undertake.
5. Jaytag Computer shall be entitled to cancel an order at any time without liability, if either the Customer fails to supply upon request trade and/or bank references or if such references supplied or credit checks undertaken are unacceptable to Jaytag Computer.
6. Quotations are only valid for the period stated in them or in default of any period, 30 days from the issued date, provided Jaytag Computer has not previously withdrawn the quotation.

4. PRICE
    1. The Price to be stated in the Quotation, may be increased by Jaytag Computer before delivery of the Products if there is any variation in the cost of materials, labour or other overheads (including any variations in foreign exchange rates) or if any change in the Specification is required. The Customer will be advised of any such increase in Price.
    2. The Price shall be exclusive of any value added tax except where stated
    3. Any other taxes, government charges or customs duties shall be added to the Price.
    4. The Price includes the cost of installation and delivery in accordance with the Quotation. Jaytag Computer shall be entitled to charge extra for any additional works required and not provided for within the Quotation.

5. PAYMENT
    1. Sale of Hardware/Software/Services:
        1. Where the Price for any Products within an order exceeds £250, payment of the Price of such Products shall be made to Jaytag Computer in the quoted currency prior to the supply of any Products.
        2. Where the Price for any Services within an order exceeds £500, payment of the price of such Products shall be made to Jaytag Computer in the quoted currency prior to the supply of any Services.
    2. No payment shall be deemed to have been received unless Jaytag Computer has received cleared funds.
    3. All payments payable to Jaytag Computer under this Contract shall become due immediately upon termination of this Contract despite any other provision.
    4. The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise

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unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Jaytag Computer to the Customer.

5. Any discount is subject to payment in full within these payment terms and in default, Jaytag Computer reserves the right to raise an invoice for the discount.
6. In default of payment in full on the due date Jaytag Computer shall have the right to charge interest from the due date to the date of payment at the rate of 8% above the Bank of England Base Rate accruing on daily basis on the amount outstanding.
7. If the Contract provides for the payment of the Price by instalments and the Customer defaults on any instalment, the whole Price outstanding shall become immediately due and payable and interest shall run on the outstanding Price at the rate set out in Clause 5.6 above from the date of default.
8. Jaytag Computer may suspend any further deliveries of the Products until full payment of the agreed Price by the Customer. The Customer shall indemnify Jaytag Computer against any losses or expenditure suffered by Jaytag Computer as a result of such suspension (including storage charges).
9. Upon the occurrence of an event of force majeure Jaytag Computer shall be entitled to invoice for the proportion of work completed and for Products delivered on to site.
10. If a properly due invoice remains unpaid for more than 30 days after the due date Jaytag Computer reserves the right to serve in writing a 7 day notice of suspension to the Customer's billing contact.
11. Should payment not be received within the 7 day notice period, Jaytag Computer reserves the right to suspend access to Services associated with your account until payment is received.
12. For the avoidance of doubt, Services provided include but are not limited to website hosting services, domain registration services, telephone or email IT support services, email addresses, backup facilities, telephony services, and internet access services.
13. Where a suspension of Service has occurred as a result of a Customer's breach of the payment terms, a reinstatement/reconnection Fee of £195 will be applied to the Customer account. The Customer shall be required to pay in full the reconnection Fee in addition to full payment of all properly due amounts on the Customer account, prior to access or reconnection to the Customer's Service being granted.
14. If a properly due invoice remains unpaid for more than 30 days after the due date Jaytag Computer reserves the right to serve in writing a 7 day notice of seizure to the Customer's billing contact.
15. Should payment not be received within the 7 day notice period, Jaytag Computer reserves the right to seize Products supplied as part of any Order until payment is received.
16. Jaytag Computer shall be entitled, upon written notice (or immediately if the Customer is found to be in insolvency), to seize and thereafter dispose of those Products as Jaytag Computer deems fit and apply any proceeds, firstly to the cost of disposal, and secondly against the amounts unpaid.

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17. Jaytag Computer shall have the irrevocable right to enter upon the Customer's premises or other premises where the Products are located with necessary transport to facilitate the seizure.
18. If a properly due invoice remains unpaid for more than 30 days after the due date, Jaytag Computer may exercise a general lien over any Customer Equipment stored with Jaytag Computer.
19. Jaytag Computer shall be entitled, upon written notice (or immediately if the Customer is found to be in insolvency), to seize and thereafter dispose of such equipment as Jaytag Computer deems fit and apply any proceeds, firstly to the cost of disposal, and secondly against the amounts unpaid.
20. In conducting any sale Jaytag Computer shall act in good faith but shall owe the Customer no other duty.
21. Jaytag Computer shall not be liable for any loss of data or electronic content stored on equipment seized as a result of non payment, or disposed of as a result of non payment.

6. DELIVERY AND INSTALLATION
    1. Jaytag Computer shall use reasonable endeavours to deliver and install in accordance with the Quotation. Time or dates given for delivery and installation are estimates only. Jaytag Computer shall not be liable for the consequences of any delay.
    2. Delivery and installation may be by instalments whereupon each delivery and installation shall constitute a separate contract and failure to deliver any instalment shall not be grounds for cancellation of the Contract nor refusal to pay the Price.
    3. If for any reason the Customer will not accept delivery or installation of any of any Goods when they are ready for delivery and installation, or the Company is unable to deliver or install the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
        1. risk in the Goods will pass to the Buyer (including for loss or damage caused by the Company's negligence);
        2. the Goods will be deemed to have been delivered; and
        3. the Company may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).
    4. Any dates specified by Jaytag Computer for delivery and installation are intended to be an estimate. Failure to accept delivery shall not excuse payment of the Price. The Customer shall indemnify Jaytag Computer against all expenses arising from such non-delivery.
    5. The Customer shall ensure that such facilities as Jaytag Computer shall reasonably require for access and installation are available and in default shall indemnify Jaytag Computer for any additional expenses incurred.
    6. The installation of the Products shall not be complete until such time as Jaytag Computer has notified to the Customer in writing.

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7. The Customer shall indemnify Jaytag Computer against any liability suffered for breach by the Customer of any duty imposed upon it under any relevant Health and Safety legislation in respect of any of Jaytag Computer' employees or agents.

7. FORCE MAJEURE
    1. Jaytag Computer shall not be liable for any failure to perform any part of the Contract if its performance has been delayed hindered or prevented by any circumstances whatsoever which are not within the control of Jaytag Computer including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials and are not preventable by reasonable diligence on its part.
    2. If Jaytag Computer is at any time delayed hindered or prevented from performing the Contract in whole or in part by such an event detailed in Clause 7.1 above then Jaytag Computer shall be at liberty to withhold, suspend or reduce performance to such extent as is reasonable in all the circumstances. The Customer shall thereupon be liable for a rateable proportion of the Price agreed to be paid.

8. SPECIFICATION
    1. Jaytag Computer shall be entitled without notice to change the Specification provided that any variations in quality do not materially affect the general commercial use of the Products.
    2. If the Customer instructs Jaytag Computer to vary the Specification the Customer will be responsible for any reasonable increase in Price due to such alteration.

9. WARRANTIES AND LIABILITY
    1. Subject to the conditions set out below, Jaytag Computer warrants that the Products will correspond with their Specification at the time of delivery and shall be free from defects in material and workmanship for Active Devices for a period of one year from the date of their initial use or one years from the delivery, whichever is the sooner.
    2. The above warranty is given by Jaytag Computer subject to the following conditions:
        1. Jaytag Computer shall be under no liability in respect of any defect in the products arising from any drawing, design or specification supplied by the Customer;
        2. Jaytag Computer shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Jaytag Computer' instructions (whether oral or in writing) misuse or alteration or repair of the Products without Jaytag Computer' prior written approval;

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3. Jaytag Computer shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Price for the Products has not been paid by the due date for payment;
4. the above warranty does not extend to parts, materials or equipment not manufactured by Jaytag Computer, in respect of the which the Seller shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer of the parts materials or equipment to Jaytag Computer;
5. the above warranty does not include the cost of labour, collection or delivery of the Products to or from the Customer for which Jaytag Computer shall be entitled to charge.

3. Save as expressly provided in these conditions and except where the Products are sold to a person dealing as a consumer (within the meaning of either the Unfair Terms in Consumer Contract Regulations 1994 or the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by Statute or Common Law are excluded from the Contract to the fullest extent permitted by Law.
4. Any claim by the Customer which is based on any defect in the quantity or condition of the Products or their failure to correspondence with their Specification shall (whether or not delivery is refused by the Customer) be notified to Jaytag Computer within seven days from the date of delivery (or where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify Jaytag Computer accordingly, the Customer shall not be entitled to reject the Products and that Jaytag Computer shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Products had been delivered in accordance with the Contract.
5. Where any valid claim in respect of any of the Products which is based on any defect in the quality or condition of the Products or their failure to meet the Specification is notified to Jaytag Computer in accordance with these conditions, Jaytag Computer shall be entitled to replace the Products (or the part in question) free of charge or, at Jaytag Computer' sole discretion, refund to the Customer the price of the Products (or a proportionate part of the price), but Jaytag Computer shall have no further liability to the Customer.
6. Nothing in these Conditions excludes or limits the liability of Jaytag Computer:
    1. for death or personal injury caused by Jaytag Computer' negligence;
    2. under section 2(3) Consumer Protection Act 1987;
    3. for any matter which it would be illegal for the company to exclude or attempt to exclude its liability; or
    4. for fraud or fraudulent misrepresentation.

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7. Jaytag Computer shall not be liable to the Customer by reason of any misrepresentation (unless fraudulent), or any implied warranty, condition or other term or any duty at Common Law, or under the express terms of the Contract for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs expenses or other claims for compensation whatsoever (whether caused by the negligence of Jaytag Computer, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by the Customer, and the entire liability of Jaytag Computer under or in connection with the Contract shall not exceed the Price, except as expressly provided in these Terms.

10. BREACH
    1. If the Customer commits any breach of these Terms and/or the Contract or being a Company has a resolution or petition for its winding up passed or presented, or a Receiver or Manager is appointed or, if a natural person, commits any act of bankruptcy or enters into any composition with creditors, or is subject to an interim order within the Insolvency Act 1986 or suffers any execution to be levied upon its products, or is unable to pay its debts as per the Insolvency Act 1986 or fails to take delivery of the Products or is in breach of the terms of any contract with Jaytag Computer (including these Terms), Jaytag Computer shall be entitled to terminate the Contract or suspend its performance and all sums in respect of Products delivered to the Customer shall become immediately payable.

11. SUB-CONTRACTING AND ASSIGNMENT
    1. Jaytag Computer may assign or sub-contract the whole or any part of its rights and obligations under the Contract.
    2. The Customer shall not be entitled to assign its rights or obligations under these Terms without the prior written consent of Jaytag Computer.

12. THE CUSTOMER'S RIGHTS
    1. For the avoidance of doubt, it is hereby declared that these Terms are to be read in conjunction with the provisions of the Unfair Contract Terms Act 1977, the Sale of Goods Act 1979 and the Sale and Supply of Goods Act 1994 or the Unfair Terms in Consumer Contract Regulations 1994 or any statutory modifications thereof. Nothing in these Terms shall affect a consumer's statutory rights.

13. DATA PROTECTION
    1. Jaytag Computer agrees that it will in relation to personal data processed in connection with this Contract ("the Customer Data"):-
        1. process the Customer data in accordance with the Data Protection Act 1998 ("the 1998 Act") and any other applicable data protection legislation;

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2. process the Customer Data only so far as is necessary for the purpose of performing its obligations under this Contract;
3. not disclose Customer Data or allow access to it other than by employees and/or third party engaged by the Contract to perform the obligation imposed on Jaytag Computer by this agreement and to ensure that such employees and/or third parties are subject to written contractual obligations concerning the Customer Data which are no less onerous than those imposed on the Customer.

14. PROPRIETARY RIGHTS
    1. The Products are sold subject to the rights of any person whether in respect of any patent, trademark, registered design, copyright, confidential disclosure or otherwise to prevent or restrict sale or use of the Products in any part of the world and the Customer will in this respect accept such title to the Products Jaytag Computer may have.
    2. The Customer hereby acknowledges their sole responsibility to comply with all terms and conditions of any license attaching to Third Party Software supplied and delivered by Jaytag Computer. The Customer hereby acknowledges that failure to comply with such terms and conditions may result in the Customer being refused a software license or having the same revoked by the proprietary owner.
    3. The Customer agrees to indemnify Jaytag Computer in respect of all costs, charges or expenses incurred by Jaytag Computer as a result of any breach by the Customer of such conditions.

15. GENERAL
    1. Each right or remedy of Jaytag Computer under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
    2. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
    3. The Parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any party that is not a party to it.
    4. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
    5. The Contract and the documents referred to in it constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject mater of this Contract

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6. Any waiver by Jaytag Computer of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
7. These Terms shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.

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