



# Terms and Conditions



## Contents

Privacy Policy for use of BigBizIT.com Website .....	4
Terms of Website Use in relation to BigBizIT.com.....	7
Terms for Supply of Web Services in relation to www.BigBizIT.com .....	12



**AFTER PREMISE LIMITED**

**Terms and Conditions**



## Privacy Policy for use of BigBizIT.com Website

After Premise Limited is committed to ensuring that your privacy is protected. This Privacy Policy explains how we use the information we collect about you and procedures we have in place to safeguard your privacy.

In this Privacy Policy references to we, us and our, are to After Premise Limited. References to the Website are to BigBizIT.com. Certain expressions used in this Privacy Policy have definitions which are set out in the Terms of Website Use in relation to BigBizIT.com

### 1. **What Information we Collect**

The information we collect via the Website may include:

- 1.1 Personal details you give us through completion of forms on the Website, including name, address, telephone number, email address etc.
- 1.2 Debit or credit card information which we need to pass to a bank or card processing agency for verification via a third party processor.
- 1.3 Your IP address, your preferences and use of email updates.
- 1.4 When you use the Website our servers automatically record certain information that your web browser sends whenever you visit any website. The Website does not use cookies.

### 2. **What we do with your Information**

Any personal information we collect from the Website we use for some or all of the following purposes:

- 2.1 To process your registration and provide you the features and functionality of the Website.
- 2.2 In some cases we may use your email address to send you information on other products and services. You will be offered the option to opt out of such service.
- 2.3 We may need to pass the information we collect to other companies for administrative purposes. We may use third parties to carry out certain activities such as processing and sorting data, monitoring use of the Website etc. Such third parties will not be allowed to use your personal information for their own purposes.
- 2.4 We may use aggregated information for the purpose of monitoring use of the Website. These statistics will not include information which can be used to identify any individual.

### 3. **Links**



The Website may contain links to other sites. Please note that we are not responsible for the Privacy Policies or practices of other sites. We encourage users to be aware when they leave the Website and to read the Privacy Policies of other sites. This Privacy Policy applies solely to information collected on the Website.

#### **4. Protection of Information**

The internet is not a secure medium. However, we have put in place recommended up to date security measures and will review these and keep them updated regularly.

#### **5. Updating/Modification**

5.1 If any of the details you have provided to the Website changes, please give us correct details by email to [accounts@afterpremise.com](mailto:accounts@afterpremise.com)

5.2 We reserve the right to change this Privacy Policy without notice. The new Privacy Policy will be posted upon the Website and your continued use of the Website will be considered acceptance of it. You are advised to check this Privacy Policy regularly.

5.3 If you are a copyright owner and believe that any material on this Website infringes your copyright please send notification of copyright infringement in accordance with the provision in our Terms of Website Use under the heading Copyright Complaints.

#### **6. Your Consent**

6.1 By submitting your information on the Website, you consent to the use of that information as set out in this Privacy Policy. If we change the Privacy Policy, we will post the changes on this page and we may place notices on other pages of the Website so that you may be aware of such change. Your continued use of the Website will then signify that you agree to such changes.

6.2 Owing to the global nature of the internet, the information you provide may be transferred to companies outside the European Economic Area (EEA) that do not have similar protections in place to those which apply in the EEA regarding your data and its use as set out in this Policy. However, we have taken steps outlined in this Policy to protect the security of your information and will keep any transfers outside the EEA to a necessary minimum. By submitting your information, you consent to these transfers.



**7. Data Subject Requests**

- 7.1 We are the Data Controller in respect of personal data submitted to you in respect of the Website for the purposes of the Data Protection Act 1998.
- 7.2 If you wish to update the personal information or make a subject access request please email [accounts@afterpremise.com](mailto:accounts@afterpremise.com)
- 7.3 This Privacy Policy is subject to the Terms and Conditions for use of this Website which are situated elsewhere on the Website.

**8. Your Website**

This is a Privacy Policy for this Website. You may develop you own website using the tools you access on this Website. You will need your own Privacy Policy for your own website.

**9. Identity**

This Website is operated by After Premise Limited. Full details of the company including its registered number and registered office are given on this Website under the heading Terms of Website Use.



## Terms of Website Use in relation to BigBizIT.com

In these Terms we, our or us refers to After Premise Limited who are the owners and operators of the website BigBizIT.com (the Website). Full details of our identity and address are set out at term 17.

These Terms and Conditions apply to this Website. Clients of BigBizIt.com are recommended to have their own terms and conditions for any Client Website (as defined by clause 3.2 of these Terms).

### 1. **Acceptance of Terms**

- 1.1 By accessing BigBizIT.com (the Website) you agree to be bound by these Terms and accept our Privacy Policy set out elsewhere on the Website. If you do not accept these terms you should not use the services offered on the Website and should leave immediately.
- 1.2 You agree that you will not use the Website for any illegal purpose or in any way that may impair the performance, corrupt the content or otherwise reduce the functionality of the Website. You also agree not to attempt to compromise the security of the Website or attempt to gain access to secured areas or sensitive information.
- 1.3 These Terms apply to all users of the Website. The Website may contain links to third party websites that are not owned and controlled by us. We have no control over and assume no responsibility for any third party websites.

### 2. **Modification**

- 2.1 We reserve the right to change these Terms without notice. The new Terms will be posted upon the Website and your continued use of the Website will be considered acceptance of them. You are advised to check these Terms regularly.
- 2.2 We may at any time modify or remove any part of the Website without warning or incurring liability as a result of such action.

### 3. **Access to the Website**

- 3.1 We grant you permission to use the Website in accordance with these Terms provided that:
  - 3.1.1 You do not copy or distribute any part of the Website without our prior written authority.
  - 3.1.2 You do not alter or modify any part of the Website except as you are authorised to do.
- 3.2 To gain access to some features of the Website as required for you to create your own website (Client Website) you will have to register in order to create an account. You are responsible for maintaining the confidentiality of your account and password and for preventing unauthorised access to your account. You accept responsibility for all activities that occur under your account or password and will



take all necessary steps to keep your password confidential and secure. You must inform us immediately if you believe your password has become known to another or is being used in an unauthorised manner.

- 3.3 You must ensure that the details you provide to us are correct and complete and you must tell us immediately of any changes.
- 3.4 We reserve the right to refuse access to the Website and to terminate your account. You may be liable for our losses and the losses of third parties due to unauthorised use of your account or of the Website.
- 3.5 You agree not to use any automated system (such as robots or spiders) to access the Website. You agree not to collect any personal information on users or other individuals from the Website. You agree not to use the communication systems of the Website for soliciting business for commercial purposes.

#### 4. **Use**

- 4.1 “Use” for the purpose of these Terms means and includes use, reproduction, distribution, display and preparation of derivative works.
- 4.2 We do not permit material to be posted on the Website (or on the Client Website) which infringes copyright or other intellectual property rights of third parties. If you are a copyright owner and believe that any material upon the Website infringes your copyright please send us notification of copyright infringement in accordance with the details set out at clause 14 of these Terms under the heading Copyright Complaints.

#### 5. **Hosting**

- 5.1 When you use the website creation tools available on the Website and our services (where appropriate) to create your Client Website we will host the Client Website in its development state on servers that we use.
- 5.2 The servers have commercially reasonable standards of security and availability and are located in the European Economic Area (EEA) but are not physically located on our premises. We take commercially reasonable steps to protect the security of your information and will ensure that the physical location of the servers upon which your Client Website is hosted will remain within the EEA.
- 5.3 Once you have configured your Client Website and complied with your contractual obligations to us, your Client Website is published and all the content becomes your responsibility. When you have satisfactorily edited your content we will make your domain name publicly accessible. The final version will be hosted on our live servers.

#### 6. **Liability**





6.1 We will not be liable to you for any direct, indirect, special or consequential damages including loss of business, revenue, profits, data or anticipated savings in relation to your use of the Website or of your Client Website or any other loss.

6.2 We do not limit in any way our liability by law to you for death or personal injury caused by our negligence or breach of duty.

6.3 We do not limit or exclude any statutory rights you may have as a consumer.

## 7. **Copyright**

7.1 All our intellectual property rights and intellectual property rights relating to the Website are and remain ours. This includes trademarks, trade names, patents, registered design and copyright including any intellectual property rights derived from the design or functioning of the Website.

7.2 You agree to respect our intellectual property rights. You will not copy, download, transmit, reproduce, print or exploit for commercial purposes any material contained within the Website.

7.3 We create, own and retain copyright and all other intellectual property rights in the templates that we use to prepare any Client Website. We may use such layouts to create other Client Websites. We reserve the right to re-use the look and feel of any Client Website created using our templates on the Website.

## 8. **Indemnity**

8.1 You agree to indemnify us and our employees and agents from and against all claims for damages or losses and legal costs arising from:

8.1.1 Your use of and access to the Website.

8.1.2 Your contravention of any of these Terms.

8.1.3 Your contravention of any rights of third party including copyright, other intellectual property or privacy rights.

## 9. **Cookies**

We do not use cookies on the Website.

## 10. **Third Parties**

The Website may contain hyperlinks to websites operated by other parties. We do not control such websites and take no responsibility for their content. The inclusion of hyperlinks to such websites does not imply any endorsement of views or information contained on such websites.



**11. Invalidity**

If any part of these Terms is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

**12. Privacy**

You acknowledge and agree to be bound by the terms of our Privacy Policy found on this Website.

**13. Events beyond our reasonable control**

We will not be held responsible for any delay or failure to comply with our obligations if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

**14. Copyright Complaints**

14.1 If you see images on this Website which you consider are in an infringement of any copyright to which you claim to be entitled in accordance with the Copyrights Patents and Designs Act 1988 (as Amended) please contact us at the email address below to tell us. Please supply the following details:

14.1.1 Physical or electronic signature of a person authorised to act on behalf of the copyright owner.

14.1.2 Identification of the copyright work that you claim has been infringed. Providing a complete URL in the body of an email is the best way to help us locate such material quickly.

14.1.3 Full information regarding the person making the complaint including:

- i. Name (and company number and place of incorporation if appropriate).
- ii. Address.
- iii. Telephone and email contact.
- iv. A statement that the person making the complaint owns the copyright materials or is authorised to make this complaint on behalf of the copyright owner.

Your written notice should be sent to [Contact@BigBizIT.com](mailto:Contact@BigBizIT.com).

We are not responsible for the content of Client Websites and copyright complaints should be directed to the relevant customer.

**15. Governing Law**

15.1 The contract in relation to your use of the Website shall be governed by and interpreted in accordance with English law and English Courts shall have jurisdiction to resolve any disputes.



15.2 If you access this Website from locations outside of England and Wales, you do so on your own initiative and you are responsible for compliance with local laws which may apply.

16. **Client Website**

These are the Terms and Conditions for this Website. You may develop your Client Website using the tools available on this Website. You will need your own Terms and Conditions for your Client Website.

17. **Who we Are**

17.1 BigBizIT.com is the Website site operated by After Premise Limited. After Premise Limited operates from the following address in the UK:

The Limes  
North Square  
Newport Pagnell  
Bucks  
MK16 8EP

Tel: 01908 803045

17.2 After Premise Limited is registered in England and Wales under company registration number 9043118. Its registered office is located at The Limes, North Square, Newport Pagnell, MK16 8EP.



## Terms for Supply of Web Services in relation to [www.BigBizIT.com](http://www.BigBizIT.com)

In these Terms we, our and us refers to After Premise Limited who are the owners and operators of the website [www.BigBizIT.com](http://www.BigBizIT.com) (the Website or “our site”). These terms together with the Terms of Website Use and the Privacy Policy give you information about us and the legal terms on which we sell any of the services (Services) listed on the Website to you.

These terms will apply between you and us for the sale of Services to you (the Contract). Before placing an order you will be asked to agree to these terms. If you do not you will not be able to order any Services from the Website. We amend these terms sometimes. Each time you wish to order Services please check these terms to ensure that you understand them.

These terms and any contract between us are only in the English language.

### 1. INFORMATION ABOUT US

1.1. We operate the Website [www.BigBizIT.com](http://www.BigBizIT.com) We are After Premise Limited, a company registered in England and Wales under company number 9043118 and with our registered office and trading address at The Limes, North Square, Newport Pagnell, Bucks MK16 8EP

1.2. Contacting us if you are a consumer:

1.2.1. To cancel a Contract in accordance with your legal right to do so as set out in clause 8.2, you need to tell us in writing that you have decided to cancel. For full details see clause 9.4.

1.2.2. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

1.3. Contacting us if you are a business. You may contact us by e-mailing us at [contact@BigBizIT.com](mailto:contact@BigBizIT.com)



## 2. OUR SERVICES

Our Services relate to Website development. We develop and assist you with the development of Websites using the tools upon our Website.

## 3. USE OF OUR SITE

Your use of our site is governed by our Terms of Website Use.

## 4. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our Privacy Policy.

## 5. IF YOU ARE A CONSUMER

This clause 5 only applies if you are a consumer.

If you are a consumer, you may only purchase Services from our site if you are at least 18 years old.

## 6. IF YOU ARE A BUSINESS CUSTOMER

This clause 6 only applies if you are a business.

6.1. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Services.

6.2. These Terms, our Privacy Policy and our Terms of Website Use constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

6.3. You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or in Our Privacy Policy or Terms of Website Use.



## 7. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 7.1. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order.
- 7.2. After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 7.3.
- 7.3. We will confirm our acceptance to you by sending you an e-mail that confirms that we accept your order for the Services (Order Confirmation). The Contract between us will only be formed when we send you the Order Confirmation.

## 8. OUR RIGHT TO VARY THESE TERMS

- 8.1. We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.
- 8.2. Every time you order Services from us, the Terms in force at the time of your order will apply to the Contract between you and us.

## 9. YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause 8.2 only applies if you are a consumer.

- 9.1. If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the Regulations) during the period set out below in clause 9.3. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive Services, you can notify us of your decision to cancel the Contract and receive a refund.
- 9.2. However, this cancellation right does not apply in the case of the supply of Services that are made to your specification or are clearly personalised.
- 9.3. Your legal right to cancel a Contract starts from the date of the Order Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the



Contract between us is formed. Your deadline for cancelling the Contract is the end of 14 days after you have received the Service.

9.4. As the Services constitute digital content not on a tangible medium we cannot begin supply of the Services before the end of the cancellation period unless:

You have given express consent; and

You acknowledge that your right to cancel the contract under the Regulations will be lost.

If you want us to begin supply immediately please complete and return to us the authorisation at Schedule One at the end of these terms.

9.5. To cancel a Contract, you need to tell us in writing that you have decided to cancel. You can do this by completing the cancellation form which is set out in Schedule Two at the end of these Terms. If you use this method we will e-mail you to confirm we have received your cancellation. Alternatively you may email us at [contact@BigBizIT.com](mailto:contact@BigBizIT.com) Alternatively you may write to us at our registered office and trading address at The Limes, North Square, Newport Pagnell, Bucks MK16 8EP.

9.6. If you cancel your Contract we will:

9.6.1.refund you the price you paid for the Services. We may make a deduction to reimburse us for the cost of work we have carried out in respect of Services where you do not have a right of cancellation (under clause 9.2 of these terms) since the date that we sent you our Order Confirmation.

9.6.2.make any refunds due to you as soon as possible and in any event within 14 days after you inform us of your decision to cancel the contract.

9.7. If you have rejected the Services to us under this clause 9 because they are faulty or mis-described, we will refund the price of the Services in full, and any reasonable costs you incur in returning the item to us.

9.8. We will refund you on the credit card or debit card used by you to pay.



9.9. Because you are a consumer, we are under a legal duty to supply Services that are in conformity with this Contract. As a consumer, you have legal rights in relation to Services that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 8.2 or anything else in these Terms.

## 10. DELIVERY

10.1. We will tell you of the estimated delivery date in the Order Confirmation (the date on which we e-mail you to confirm our acceptance of your order). Occasionally our delivery to you may be affected by an Event Outside Our Control. (See clause 21).

10.2. Delivery of an Order shall be completed when we deliver the Services.

10.3. Once we have received payment in full you will have access to the Service.

This clause 10.4 only applies if you are a consumer.

10.4. If we miss the agreed delivery date for any Services stated in the Order Confirmation then you may cancel your Order straight away if any of the following apply:

10.4.1. we have refused to deliver the Services;

10.4.2. delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

10.4.3. you told us before we accepted your order that delivery within the delivery deadline was essential.

10.5. If you do not wish to cancel your order straight away, or do not have the right to do so under clause 10.4, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.

## 11. PRICE OF SERVICES

11.1. The prices of the Services will be as quoted in our Order Confirmation. We try to ensure that the prices of Services are correct at the time when the relevant information was entered onto the system.

11.2. Prices for our Services may change from time to time, but changes will not affect any order you have already placed.





- 11.3. The price of a Service includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being.

## 12. HOW TO PAY

- 12.1. You can pay for Services using a debit card or credit card or by means of a GoCardless account. Services will also require a recurring payment authority.
- 12.2. Payment for the monthly Service(s) is in advance. For other Services payment terms will be included in the Order Confirmation.

## 13. SERVICES PROVIDED

- 13.1. We will provide the Services specified in more detail in the Order Confirmation but these comprise one or more of the following: -
- 13.1.1. Set up of your website template in our development environment
  - 13.1.2. Assistance in the development of your website in our development environment
  - 13.1.3. Hosting of your website. This must be within our hosting environment. We will ensure that your Website is backed up regularly.
- 13.2. If required, we will provide:-
- 13.2.1. hosting and design of bespoke websites for a specified negotiated fee; and/or
  - 13.2.2. interactive features for a specified monthly fee.

## 14. YOUR OBLIGATIONS

- 14.1. In relation to your website, you are responsible for:
- 14.1.1. Submitting your copy images and other content for your website unless you have approved the content we have prepared. You will comply with our reasonable requests in this respect. It is your responsibility to ensure that you own or are authorised to use all content and images on your website.



14.1.2. You must maintain your subscription through payment of the monthly element of our fees so that we can continue to host and maintain the website. If you cease payment, we will cease providing the Services.

14.1.3. Complying with the restrictions on your use of your website contained in clause 16.

14.1.4. Archiving a copy of your website content as you require; we will not be responsible for doing this.

14.1.5. Maintaining security of your account and the website including keeping account information and passwords secure.

## 15. PERMISSIONS

15.1. We confirm that the information and images we provide to you for your website as part of the Services are owned by us or licensed to us or freely available without copyright or licence and we are authorised to provide them to you for use as supplied only and solely in relation to use on your website. Their content may not be otherwise used, sold, sub-licensed or exploited.

15.2. You confirm that you have permission to use images and content that you supplied to us to be used by us in relation to the Services, both for production of and display upon your website.

15.3. We use standard templates to create your website. We reserve the right to reuse the look and feel created by such templates in preparing other websites.

## 16. RESTRICTIONS

16.1. You agree to the following restrictions in respect of any website prepared resulting from the Services:-

16.1.1. Your website will not allow or encourage any illegal activity, child pornography or the exploitation of children.

16.1.2. Your website will not promote or encourage terrorism, violence against people, animals or property.

16.1.3. Your website will not display or promote pornographic sexually explicit or otherwise tasteless materials, images, products and services.



16.1.4. Your website will not infringe the intellectual property rights of any other person or entity.

16.1.5. Your website will not violate the privacy or publicity rights of any other person or entity.

16.1.6. Your website will not encourage or engage in spam or unsolicited bulk e-mail or in computer or network hacking or contain or install viruses, worms, bugs, Trojan horses and other codes which may damage or disrupt software or hardware.

## 17. INDEMNITY

17.1. You agree to indemnify us against all demands, claims, costs imposed or incurred by us arising from your use of your website or the Services or from any breach of your obligations contained in clauses 14 and 15.2 and from any breach of the restrictions contained in clause 16 above.

## 18. OUR WARRANTY FOR THE SERVICES

18.1. For all Services we provide a warranty that on delivery and for a period of 12 months from delivery, the Services shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 18.2.

18.2. The warranty in clause 18.1 does not apply to any defect in the Services arising from:

18.2.1. wilful damage, accident, negligence by you or by any third party;

18.2.2. if you fail to operate or use the Services in accordance with the user instructions;

18.2.3. any specification provided by you.

18.3. If you are a consumer, this warranty is in addition to, and does not affect, your legal rights in relation to Services that are faulty or not as described.

## 19. OUR LIABILITY IF YOU ARE A BUSINESS

This clause 19 only applies if you are a business customer.



- 19.1. We only supply the Services for use by your business, and you agree not to use the Service for any resale purposes.
- 19.2. Nothing in these Terms limits or excludes our liability for:
- 19.2.1. death or personal injury caused by our negligence;
  - 19.2.2. fraud or fraudulent misrepresentation;
  - 19.2.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - 19.2.4. defective products under the Consumer Protection Act 1987.
- 19.3. Subject to clause 19.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 19.3.1. any loss of profits, sales, business, or revenue;
  - 19.3.2. loss or corruption of data, information or software;
  - 19.3.3. loss of business opportunity;
  - 19.3.4. loss of anticipated savings;
  - 19.3.5. Loss of goodwill; or
  - 19.3.6. any indirect or consequential loss.
- 19.4. Subject to clause 19.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 125% of the price of the Services.
- 19.5. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes.



## 20. OUR LIABILITY IF YOU ARE A CONSUMER

This clause 20 only applies if you are a consumer.

- 20.1. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 20.2. We only supply the Services for domestic and private use. You agree not to use the Service for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 20.3. We do not exclude or limit our liability for:
- 20.3.1. death or personal injury caused by our negligence;
  - 20.3.2. fraud or fraudulent misrepresentation;
  - 20.3.3. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - 20.3.4. any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
  - 20.3.5. defective products under the Consumer Protection Act 1987.

## 21. EVENTS OUTSIDE OUR CONTROL

- 21.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 21.2.
- 21.2. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private



telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

21.3. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

21.3.1. we will contact you as soon as reasonably possible to notify you; and

21.3.2. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Services to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

21.4. You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you may close down your website and we will return the pro-rata monthly fee for the period of interrupted service.

## 22. COMMUNICATIONS BETWEEN US

22.1. When we refer, in these Terms, to "in writing", this will include e-mail.

22.2. If you are a consumer you may contact us as described in clause 1.2 and 9.5.

22.3. If you are a business you may contact us as described in clause 1.3.

## 23. OTHER IMPORTANT TERMS

23.1. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.

23.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

23.3. This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.



- 23.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 23.5. If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Services through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 23.6. If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. You and we both agree that the Courts of England and Wales will have exclusive jurisdiction.



Schedule One  
Consumers Right to Cancel – Authorisation to Accept Early Booking  
(see clause 9.4 of the terms)

You need to sign this consent if you are a consumer and want us to proceed immediately with preparation of the Services (being a Website where we are supplying digital content) before the end of the cancellation period. In doing so you agree that you have lost your right to cancel the contract under the Regulations and that you are due to make full payment for the Services.

Signed by you to request supply of Services before the end of the cancellation period.

.....  
(Signature)

Name of consumer:

Contract Reference:

Date:





Schedule Two CANCELLATION FORM  
(See 9.4 of the terms)

(Complete and return this form only if you wish to withdraw from the contract)

To:  
After Premise Limited  
The Limes  
North Square  
Newport Pagnell  
Bucks  
MK16 8EP

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper) .....

Date: .....

[\*] Delete as appropriate  
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