

# Terms and Conditions

CAMELOT MEDIA LTD RESERVES THE RIGHT TO VARY THESE TERMS AND CONDITIONS FROM TIME TO TIME. ALL REASONABLE ENDEAVOURS WILL BE USED TO ENSURE THAT OUT OF DATE VERSIONS ARE REMOVED FROM CIRCULATION AND CAMELOT MEDIA LTD WILL RELY ON AND WILL EXPECT ALL CUSTOMERS TO RELY ON THE CURRENT TERMS AND CONDITIONS WHICH ARE ALWAYS FOR INSPECTION ON REQUEST

## 1. Prices

Except as otherwise expressly stated and contracted Camelot Media Ltd reserves the right to vary prices and payment dates at any time. Stated prices are exclusive of all Valued Added Taxes and Duties. Prices quoted in foreign currency may be adjusted at any time in relation to variations in the appropriate exchange rate.

## 2. Completion of Work

2.1 Camelot Media Ltd shall make all reasonable efforts to meet "a completion date". Time shall be of essence, providing there are no sources beyond the control of Camelot Media Ltd that may prevent hinder or delay any completion of customer work.

2.2 Camelot Media Ltd shall not be bound to keep the same and shall not be liable in any manner whatsoever for failure or delay whilst so prevented hindered or delayed

2.3 The date for completion shall in every case to be dependent upon prompt receipt of all necessary information final instructions or approvals from the customer.

2.4 Camelot Media Ltd retain the right to withdraw at any time throughout a contract where circumstances between parties are untenable.

## 3. Payment

3.1 Unless otherwise agreed in writing payment shall be due and payable 14 days from the date of invoice. If Camelot Media Ltd considers the creditworthiness of the Buyer to have deteriorated after the date of the contract Camelot Media Ltd shall be entitled to require payment prior to completion. The time for payment shall be of the essence of the contract.

3.1.1 Payment for Domain renewals must be either paid in advance or advice of renewal must be submitted in writing to Camelot Media Ltd via letter or email and then paid within 14 days.

3.1.2 Advice to the customer, of domain renewal and hosting fees will be the responsibility of Camelot Media Ltd and will be made at least 2 weeks in advance of the renewal date.

3.2 Camelot Media Ltd shall be entitled to submit its invoice(s) at any time after the work is completed

3.3 Where work is done by instalment separately the Buyer shall pay such invoices in accordance with these conditions.

3.4 No disputes arising under the contract, nor delays otherwise than due to default by Camelot Media Ltd shall interfere with prompt payment in full by the Buyer.

3.5 In the event of default in payment by the Customer, Camelot Media Ltd shall be entitled with prejudice to any other right or remedy to do all or any of the following:

3.5.1 to suspend all further work under the contract and under any other contract(s) between Camelot Media Ltd and the Customer than current without notice;

3.5.2 to charge interest on any amount outstanding at the rate of 8% above the base rate of Lloyds TSB Bank plc such interest being charged as a separate continuing obligation not merging with any judgement.



3.5.3 to serve notice on the Buyer requiring immediate payment for all goods supplied by Camelot Media Ltd under this and all other contracts with the Buyer whether or not payment is due or invoiced

- 3.5.4 to sue for the price of the goods notwithstanding that title has not passed to the Customer.
- 3.5.4 to be entitled to remove any work from the public domain(internet) that has been completed by Camelot Media Ltd
- 3.6 Camelot Media Ltd will retain title of all unpaid work.

## **Copyright and Design rights**

Materials available in the Camelot Media Ltd websites are protected by copyright law.

No part of the materials available in Camelot Media Ltd websites may be copied, photocopied, reproduced, translated or reduced to any electronic medium or machinereadable form, in whole or in part, without the prior written consent of Camelot Media Ltd. Any other reproduction in any form without the permission of Camelot Media Ltd is prohibited. Distribution for commercial purposes is prohibited.

Ownership of the design, the software(HTML) code, the graphics, and the content(words) of any web site designed by Camelot Media Ltd, remains with Camelot Media Ltd.

Hiring Camelot Media Ltd to design a web site is considered to be purchasing a "license" to use the creation for the use intended by the customer and the creator.(Camelot Media Ltd).

Written requests for reprint or other permission should be mailed to:

Camelot Media Ltd

Rowbarns 1, Seend Cleeve

Nr Melksham, Wiltshire

SN12 6PS GB

Acceptable Uses Policy (in respect of Camelot Media Ltd/ Free Parking /LCN email and customers own built web sites)

Responsibility and Respect - The Customer undertakes at all times to act with respect, courtesy and responsibility, giving due regard to the interests and rights of other Internet users. This general guideline carries with it the following specific responsibilities:

a) Improper Uses - Zero tolerance policy in effect. Unsolicited Commercial Email Abusers will be suspended without warning pending review. The Customer will avoid violation of certain generally accepted guidelines on Internet usage such as restrictions on mass mailings, mass advertisements, pirating or copying of software, mail bombing or other methods of attempting to deny service or access to other users, and attempts to violate security.



**b**) Knowledge of the Internet - The Customer agrees to obtain a basic knowledge of the Internet and its operating principles and procedures.

c) Compliance with Laws - The Customer will ensure that its use of the Internet complies with all applicable law and regulation, including but not limited to those principles of law which protect against compromise of copyrights, trade secrets, proprietary information and other intellectual property rights, libel or defamation of character, invasion of privacy, tortuous interference, and export of technical or military data to prohibited countries.

**d)** Validation of Information - The Customer is responsible for validating the integrity of the information and data it receives or transmits over the Internet.

e) Security - The Customer is required to protect the security of its email account and usage. The Customer(s) password will be treated as private and confidential and not disclosed to or shared with any third parties.

f) Discretion and Judgment - The Customer is expected to use discretion in the treatment and handling of Internet information and data and to take particular care to insure that adult information is not transmitted to juvenile users of the Internet.

**g)** Pornography - Due to legal and social issues, we reserve the right not accept any customers who use their email accounts to transmit pornographic images. If an existing customer uses their email account to distribute pornographic images, Camelot Media Ltd may issue a warning and/or suspend the account.

## **Camelot Media Ltd up-time information**

1. Camelot Media Ltd expects to provide its customers in excess of 99.8% up-time, but there are exceptions and circumstances where it will be necessary to go off line.

#### Examples are

- a) Upgrade software
- b) Upgrade Hardware

Generally these times will be posted on the Camelot Media Web site with dates and times given, and will generally be less than 10 minutes and very unlikely to be frequent.

- 2. Camelot Media Ltd cannot accept responsibility for the following:
- a) Power cuts due to outside sources
- b) Telecommunication failures due to outside sources

## Search Engine optimisation

 Camelot Media Ltd will make every effort to obtain the highest position in search engine results with such companies as Google, MSN and others, using all the tools it has at its disposal



- 2) Despite making every effort to obtain our customers the best possible page ranking, Camelot Media Ltd cannot give any guarantees as to where a search engine such as google will place its results.
- 3) Optimisation can be achieved in many ways, a few examples are as follows
- a) Camelot Media Ltd will use the best possible tags and descriptions to suit your business
- b) It is good policy for a customer to get as many links as possible on other companies web pages to achieve a better page ranking
- c) Customers should (if they so wish) to advertise their business on social networking sites, and newsgroups that allow advertising, again to achieve higher page ranking

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