Inbetween Ltd
Terms and conditions of supply

1 General

1.1 In these terms and conditions ("Conditions"), the following words shall have the following meanings unless the context otherwise requires:

"Business Day"	a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
"CC Intellectual Property"	all Intellectual Property Rights owned by or licensed to Inbetween Ltd, including (without limitation) any source code written by Inbetween Ltd and incorporated in the Website;
"Client"	the person, firm or company purchasing the Services from Inbetween Ltd;
"Client Materials"	any content and/or materials provided to Inbetween Ltd by the Client (or its representatives) for incorporation on or in the Deliverables;
"Client's Nominated Representative"	an individual nominated by the Client an authorised to provide instructions and/or approval to Inbetween Ltd in relation to the Services on the Client's behalf;
"Contract"	any contract between Inbetween Ltd and the Client for the sale and purchase of the Services incorporating these Conditions;
"Inbetween Ltd"	Inbetween Ltd (company registration number 8364390) whose registered office is at 48 Castle Street, Saffron Walden, Essex, CB10 1BJ;
"Deliverables"	the Deliverables to be provided to the Client by Inbetween Ltd in the course of the provision of the Services, as set out in the Project Specification;
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, designs (registered or unregistered), rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software and/or source code, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world, together with all rights of action in relation to the infringement of any of the above;
"Milestone"	each applicable milestone or phase for the delivery of the Services and/or Deliverables, and for the payment by the Client of the associated amount, as set out in the Project Specification;
"Order"	the Client's order for the Services (and including the Project Specification, if applicable), in whatever form communicated to Inbetween Ltd;
"Price"	the price payable for the Services, in accordance with Condition 7.1;
"Project Specification"	the specification setting out the agreed scope of the Services between the Client and Inbetween Ltd (as contained in or referred to in the Order);
"Services"	any services that Inbetween Ltd is to supply to the Client pursuant to an Order and in accordance with the Conditions, including (without limitation) video production services, website design services, website hosting services, graphic design services;
"Visitor"	a visitor to the Website;
"Visitor Content"	any and all content or material posted on the Website by a Visitor; and
"Website"	any website created by Inbetween Ltd for the Client in the course of the Services.

1.2 A reference to a party includes its personal representatives, successors or permitted assigns.

1.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.4 A reference to writing or written includes faxes and e-mails.

2 Basis of contract

2.1 These Conditions are the only conditions upon which Inbetween Ltd is prepared to deal with the Client and they shall govern any contract with the Client for the sale, purchase and supply of the Services to the entire exclusion of any other express or implied conditions.

2.2 These Conditions may only be modified by a variation in writing signed on behalf of Inbetween Ltd by an authorised representative of Inbetween Ltd and no other action on the part of Inbetween Ltd (including the supply of any Services) shall be construed as an acceptance of any other conditions.

2.3 These Conditions (as modified in accordance with Condition 2.2) together with the matters referred to in the Order and Inbetween Ltd's quotation (if any) and/or acceptance of the Client's order embody the entire agreement of Inbetween Ltd and the Client in relation to the sale, purchase and supply of the Services ordered by the Client and supersede any prior promises, statements, representations (save for those made fraudulently) or undertakings of either party in respect thereof.

2.4 No employee, agent or sub-contractor of Inbetween Ltd is authorised to make any representations concerning the Services unless confirmed by an authorised representative of Inbetween Ltd in writing and the Client acknowledges that it does not rely on any such representations that are not so confirmed.

2.5 Any samples, drawings, descriptive matter or advertising produced by Inbetween Ltd and any descriptions or illustrations contained in any pre-contractual documentation provided by Inbetween Ltd are produced for the sole purpose of giving an approximate idea of the Services described in such documentation, and shall not form part of the Contract or have any contractual force.

2.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of order, invoice or other document or information issued by Inbetween Ltd shall be subject to correction without any liability on the part of Inbetween Ltd.

2.7 Any quotation in whatever form given to the Client by Inbetween Ltd is given subject to these Conditions and does not constitute an offer to sell or supply.

3 Orders

3.1 The signature of an Order by the Client will constitute an offer by the Client to purchase the Services in accordance with these Conditions. The Client is responsible for ensuring that the terms of the Order, the Project Specification, and any other applicable specification included or referred to in such Order are complete and accurate.

3.2 For the avoidance of doubt, the Client acknowledges that Inbetween Ltd shall not, at any time, be obliged to accept an Order.

3.3 No contract shall be concluded with the Client until Inbetween Ltd accepts the offer set out in an Order by either:

3.3.1 communicating confirmation and/or acceptance of an Order to the Client; or

3.3.2 commencing work on any of the Services included in the Order.

3.4 Orders for Services that have been accepted by Inbetween Ltd can only be cancelled by the Client with the prior written agreement of Inbetween Ltd, and on the condition that the Client shall indemnify Inbetween Ltd in full against all losses (including, without limitation, loss of profit), damages, costs (including, without limitation, the cost of all labour and materials used) and expenses incurred by Inbetween Ltd as a result of such cancellation. In the event that an Order is cancelled by the Client, any deposit paid or payable by the Client pursuant to an Order or under Condition 8.1 shall be non-returnable.

4 Project Specification

4.1 By signing the Order, the Client indicates its approval of the Project Specification as the basis for the provision of the Services by Inbetween Ltd under the Contract. Any changes to the Project Specification after such time that are requested by the Client shall be subject to the prior written approval of Inbetween Ltd and may give rise to additional charges.

4.2 The Client acknowledges and accepts that the Project Specification may evolve or require revision in the course of the provision of the Services. Accordingly, Inbetween Ltd may, at its discretion, make non-material amendments to the Project Specification and provide the Services and/or the Deliverables in accordance with such revised Project Specification, provided that Inbetween Ltd keeps the Client informed of such changes, and provided that such changes do not adversely affect the overall nature or quality of the Services and/or the Deliverables.

4.3 The Client acknowledges and accepts that, where a Milestone is completed and approved in accordance with Condition 8.2, any additional work or amendments requested in relation to work comprised in such approved Milestones shall give rise to an additional charge.

5 Delivery

5.1 Inbetween Ltd will make reasonable endeavours to commence the Services comprised within an Order and related documents within a reasonable time following acceptance of an Order in accordance with Condition 3.3.

5.2 Inbetween Ltd will make reasonable endeavours to confirm to the Client, at various stages or Milestones in the course of the Services, estimated dates for delivery of the elements of the Services.

5.3 Any dates quoted for delivery or commencement of the Services are non-binding, indicative business estimates only and Inbetween Ltd will not be liable to the Client for any loss or damage (whether direct, indirect or consequential and howsoever arising) sustained by the Client as a result of any delay in delivery of the Services. Time for delivery or supply of the Services (including the Website) shall not be of the essence.

5.4 The Client acknowledges that Inbetween Ltd's ability to provide the Services is dependent upon the full and timely co-operation of the Client (which the Client agrees to provide), as well as the accuracy and completeness of the Client's instructions any information, materials or data the Client provides to Inbetween Ltd.

5.5 The Client shall be responsible for the accuracy and completeness of the Materials on the Website in accordance with clause 11.

6 Quality

6.1 Inbetween Ltd warrants that the Services will be provided with reasonable care and skill.

6.2 Inbetween Ltd warrants that the Website will perform substantially in accordance with the Project Specification for a period of 90 days from approval by the client of the relevant Milestone for completion of the Website in accordance with clause 8.2. If the Website does not so perform during this period, Inbetween Ltd shall, for no additional charge, carry out any work necessary in order to ensure that the Website substantially complies with the Project Specification.

6.3 The warranty set out in clause 6.2 shall not apply to the extent that any failure of the Website to perform substantially in accordance with the Project Specification is caused by the Client Materials or any other fault or omission of the Client.

6.4 These Conditions set out the full extent of Inbetween Ltd's obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into this agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

6.5 These Conditions shall apply to any repeated Services performed.

7 Price

7.1 In respect of any contract with the Client to which these Conditions apply, the price for the Services to be supplied under that contract will be the price set out in Inbetween Ltd's quotation for the Services (or, in the absence of such a quotation, as set out in Inbetween Ltd's ruling price applicable at the date on which the Services are provided).

7.2 The Price for the Services may be payable in separate instalments or milestones upon the completion of a Milestone, or as otherwise communicated to the Client by Inbetween Ltd in advance.

7.3 Any additional Services requested by the Client in relation to a Milestone or equivalent milestone, following the completion of such Milestone or milestone, shall incur an additional charge.

7.4 Inbetween Ltd reserves the right, by giving written notice to the Client at any time before delivery of the Services, to increase the Price to reflect any increase in the cost to Inbetween Ltd of supplying the Services that is due to any factor beyond its reasonable control (such as, without limitation, increases in supplier costs alteration in the cost of the labour, materials or other costs of providing the Services), or any changes in the Order or the delivery dates or specification of the Services that are requested by the Client or any delay caused by any of the Client's instructions or the Client's failure to give Inbetween Ltd adequate information or instructions.

7.5 The Price is exclusive of VAT or any similar applicable taxes, levies or duties.

8 Payment

8.1 The Client acknowledges and accepts that a non-returnable deposit or advance payment of the Price may be payable to Inbetween Ltd prior to the commencement of the Services and/or certain elements of the Services. The Client shall become liable to pay any deposits or advance payments referred to in an Order upon acceptance of such Order by Inbetween Ltd in accordance with Condition 3.3.

8.2 The Client acknowledges and accepts that, upon completion of each Milestone and approval by the Client's Nominated Representative of the Services provided in a Milestone, all sums due upon completion of such Milestone shall become payable by the Client.

8.3 Each Milestone shall be deemed to have been completed to the Client's satisfaction upon either (i) a communication to Inbetween Ltd by the Client's Nominated Representative indicating approval of the work carried out in relation to such Milestone; or (ii) the payment by the Client of the amount due in relation to such Milestone; or (iii) where the circumstances indicate that the Client is content with the Services relevant to such Milestone.

8.4 Inbetween Ltd may invoice the Client for the Price when or at any time after the Services have been supplied and/or upon completion of any applicable Milestone.

8.5 The Client shall pay all invoices due in full and in cleared funds in Pounds Sterling within 14 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Inbetween Ltd, and the Client shall pay all applicable bank charges and transfer fees. Time of payment is of the essence.

8.6 The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against Inbetween Ltd in order to justify withholding payment of any such amount in whole or in part. Inbetween Ltd may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Client against any amount payable by Inbetween Ltd to the Client.

8.7 Where any sum owed by the Client to Inbetween Ltd under any contract to which these Conditions apply is overdue:

8.7.1 the Client shall pay to Inbetween Ltd reasonable compensation for all debt recovery costs incurred by Inbetween Ltd, together with interest in accordance with the terms of The Late Payment of Commercial Debts (Interest) Act 1998 (and any enactment, order, regulation or other statutory instrument made thereunder) on the amount unpaid from the due date for payment until payment is made in full, whether before or after any judgment; and

8.7.2 Inbetween Ltd may withhold the supply of any Services due to be made to the Client under any contract to which these Conditions apply, and/or terminate the Client's access to or use of the Website or Services, until arrangements as to payment or credit have been established which are satisfactory to Inbetween Ltd.

8.8 If the Client fails to pay any amount in accordance with these Conditions, Inbetween Ltd may bring an action against the Client for the outstanding amounts at any time (together with the debt recovery costs and interest referred to in Condition 8.7.1).

9 Development and acceptance of the Website

9.1 Once Inbetween Ltd has completed the design and development of the Website in accordance with the relevant Milestone of the Project Specification, Inbetween Ltd shall make reasonable endeavours to test compliance of the Website with the Project Specification.

9.2 If any failure to pass the acceptance tests results from a defect which is caused by an act or omission of the Client, or by one of the Client's sub-contractors or agents for whom Inbetween Ltd has no responsibility (Non-Supplier Defect), the Website shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Supplier Defect. Inbetween Ltd shall provide assistance reasonably requested by the Client in remedying any Non-Supplier Defect by supplying additional services or products. The Client shall pay Inbetween Ltd in full for all such additional services and products at Inbetween Ltd 's then current fees and prices.

9.3 The Client's acceptance of the Website shall be deemed to have taken place upon the occurrence of any of the following events:

9.3.1 the Client confirms its acceptance of the Website by approving the relevant Milestone; or

9.3.2 the Client uses any part of the Website for any revenue-earning purposes or to provide any services to third parties other than for test purposes.

10 Website design and hosting

10.1 The Client shall be responsible for providing all materials required to fulfil the Brief to Inbetween Ltd within a reasonable time.

10.2 Inbetween Ltd reserves the right to refuse to include the Client Materials on the Website, in the event that Inbetween Ltd (at its discretion) considers that such material comprises copyright work belonging to third parties, unless adequate proof is provided by the Client of its permission to use such material.

10.3 Inbetween Ltd reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights), and also to terminate the hosting service should the necessity arise.

10.4 The Client acknowledges and accepts that the Website may not function correctly with all browser software.

10.5 In the event that Inbetween Ltd provides hosting services to the Client in relation to the Website, the Client acknowledges and accepts that Inbetween Ltd makes no guarantees as to the continued availability or interruption of this service and that Inbetween Ltd accepts no liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

11 Website content

11.1 The Client shall ensure that the Client Materials do not infringe any applicable laws, regulations or third party rights, including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights ("Inappropriate Content").

11.2 The Client acknowledges that Inbetween Ltd has no control over any content placed on the Website by Visitors and that Inbetween Ltd does not purport to monitor the content of the Website. Inbetween Ltd reserves the right to remove content from the Website where it reasonably suspects such content is Inappropriate Content. Inbetween Ltd shall notify the Customer promptly if it becomes aware of any allegation that any content on the Site may be Inappropriate Content.

11.3 The Customer shall indemnify Inbetween Ltd against all damages, losses and expenses arising as a result of any action or claim or complaint that the Client Materials or Visitor Content constitutes Inappropriate Content.

11.4 Inbetween Ltd may include the statement "Designed by Inbetween Ltd", or equivalent statement on the home page of the Website in a form to be agreed.

12 Client's warranties and indemnity

12.1 The Client warrants and represents that:
12.1.1 it has permission to use and reproduce the Client Materials on the Website; and
12.1.2 the Client Materials shall not infringe any applicable laws, regulations or third party rights (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights).

12.2 The Client shall fully indemnify Inbetween Ltd, and keep Inbetween Ltd indemnified, from and against all liability, costs, claims, damages, losses and expenses (including legal expenses) incurred or suffered by Inbetween Ltd as a result of a breach of these warranties or in connection with any Visitor Content, including any claim or complaint made against Inbetween Ltd by any third party.

13 Intellectual Property

13.1 Inbetween Ltd shall be entitled to include within each of the Deliverables an appropriate credit communicating Inbetween Ltd's authorship of the Deliverables, together with Inbetween Ltd's website address and/or other contact details.

13.2 The Client acknowledges and accepts that Inbetween Ltd shall be entitled to use and advertise the Deliverables (or elements thereof) for its own promotional and portfolio purposes (including, without limitation, on Inbetween Ltd's website).

13.3 Subject to Condition 13.5, all Intellectual Property Rights in the Deliverables shall, as between Inbetween Ltd and the Client, be the property of Inbetween Ltd.

13.4 Subject to payment of all fees due to Inbetween Ltd in accordance with these Conditions, and subject to Condition 13.7, Inbetween Ltd grants to the Client a non-exclusive, royalty-free licence to use the Deliverables for the purposes set out in the Project Specification.

13.5 The Client acknowledges and accepts that the Website may include so-called 'open source' code that is owned by third parties and used by Inbetween Ltd under licence. The Client agrees to abide by the terms of any licence applicable to such 'open source' code.

13.6 The Client acknowledges and accepts that the Website may comprise third party website templates used by Inbetween Ltd under licence, which may be available to other parties under similar licences. The Client agrees to abide by the terms of any licence applicable to such templates.

13.7 The Client acknowledges and accepts that it may not, without the prior written consent of Inbetween Ltd copy, adapt, or sub-license any of the CC Intellectual Property (including, without limitation, the source code in the Website).

13.8 The Client shall not dispute or challenge the validity of the CC Intellectual Property or the rights of Inbetween Ltd to the CC Intellectual Property. The Client shall not do, or omit to do, anything in its use of the CC Intellectual Property that could adversely affect its validity.

13.9 Inbetween Ltd makes no representation or warranty as to the validity or enforceability of the CC Intellectual Property nor as to whether it infringes any intellectual property rights of third parties in any territory.

14 Limitation of liability

14.1 Nothing in these Conditions shall limit or exclude Inbetween Ltd's liability for:
14.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
14.1.2 fraud or fraudulent misrepresentation; or
14.1.3 any matter in respect of which it would be unlawful for Inbetween Ltd to exclude or restrict liability.

14.2 Subject to Condition 14.1:
14.2.1 Inbetween Ltd shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss or damage, including (without limitation) loss of goodwill, loss of contracts, loss of profits, or any indirect or consequential loss arising under or in connection with the Contract, the Services, and/or the Website (including any losses that may result from any breach of the Contract by Inbetween Ltd, its employees, agents or subcontractors); and
14.2.2 Inbetween Ltd's total liability to the Client in respect of all other losses arising under or in connection with the Contract, the Services and/or the Website, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by any breach of the Contract by Inbetween Ltd, its employees, agents or subcontractors shall not exceed the higher of (i) the price of the Services; and (ii) the actual proceeds received by Inbetween Ltd under its public liability policy (or other relevant insurance policy) in respect of the liability in question.

15 Force majeure

15.1 Inbetween Ltd shall not be in breach of these Conditions, nor liable for any failure or delay in performance of its obligations under these Conditions arising from or attributable to acts, events, omissions or accidents beyond its reasonable control

16 Assignment and sub-contracting

16.1 Inbetween Ltd shall be entitled to assign, transfer or sub-contract all or any of its obligations under any contract with the Client to which these Conditions apply.

16.2 The Client may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Inbetween Ltd.

17 Termination and suspension

17.1 Without prejudice to any other rights or remedies available to Inbetween Ltd, Inbetween Ltd may terminate any contract with the Client to which these Conditions apply or suspend or cancel delivery of any Services to be supplied and/or terminate the Client's access to the Website under such contract without any liability to the Client if:
17.1.1 any sum owed by the Client under that contract, any other contract with the Client to which these Conditions apply or any other contract between Inbetween Ltd and the Client is overdue;
17.1.2 the Client breaches any term of that contract and (if capable of remedy) does not remedy such breach within seven days of being requested to do so by Inbetween Ltd;
17.1.3 the Client passes a resolution or suffers an order of a court to be made for its winding-up, a receiver, administrative receiver or administrator shall be appointed over all or any part of the Client's undertaking or assets, the Client goes into liquidation or ceases to trade or a petition for the appointment of an administrator shall be presented in respect of the Client; or
17.1.4 in the reasonable opinion of Inbetween Ltd, the Client is for any other reason unable to meet its obligations under that contract.

17.2 Upon termination for any reason of any Contract with the Client, the Price payable for any Services supplied under such contract for which Inbetween Ltd has not received payment prior to termination shall become immediately due and payable.

18 Third party rights

18.1 These Conditions do not create any right under any contract to which these Conditions apply that is enforceable by any person who is not a party to such contract.

19 Notices

19.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Condition, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.

19.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the recipient's address; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by by fax or e-mail, one Business Day after transmission.

19.3 The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.

19.4 Any scripts, applications or software (unless specifically agreed) written by Inbetween Ltd remain the copyright of Inbetween Ltd and may only be commercially reproduced or resold with the permission of Inbetween Ltd.

20 Severance

20.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

20.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

21 Waiver

21.1 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

22 Governing law

22.1 The laws of England and Wales shall govern any contract with the Client to which these Conditions apply and the English courts shall have the exclusive jurisdiction (to which the Client hereby irrevocably submits) to resolve any disputes arising out of any such contract.

Signed and agreed by an authorised signatory on behalf of the Client:

Signature...

Print name...

Date..