

1. Gianthand.com Limited (hereinafter referred to as 'the Consultants') agree to provide services as detailed in the Consultants' quotation, budget price or Confirmation of Appointment to the individual, organisation or public body referred to therein (hereinafter referred to as the 'the Client').

2. Unless specifically varied in the Consultants' Confirmation of Appointment or otherwise in writing by the Consultants, the following payment terms shall apply: all fees quoted are exclusive of VAT and to the extent that VAT is chargeable in respect of any goods, work or services supplied by the Consultants, VAT at the rate in force at the time of supply should be added to payments otherwise due. Pro-forma accounts will be rendered calendar monthly and/or on completion of the services provided and will be due for payment strictly within 7 days of submission. The Consultants will furnish a tax invoice in respect thereof, the tax point being the date of payment.

3. Unless specified in writing by the Consultants, the Consultants requires a deposit of 50% of the quoted fee inclusive of VAT, to be paid prior to commencement of work.

4. All fees quoted are subject to review and adjustment by the Consultants.

5. In the event that full payment is made later than required by Condition 2. hereof or if only partial payment is made, the Consultants may at its absolute discretion charge for administration costs and interest on any monies owed at either the rate of 2% interest per month or at the annual rate of 3% above base rate published from time to time by Barclays Bank plc, whichever is the greater rate, calculated weekly and compounded monthly. Failure to apply such charges does not constitute a waiver of the option so to charge.

6. The Consultants reserves unto itself the right to withdraw its services at its entire discretion, particularly in the event of any failure to pay its pro-forma accounts and invoices or, where the Client makes its own arrangements for provision of storage space with an Internet Service Provider, if the Client does not make available or continue to make available server storage space to the Consultants. Upon such withdrawal of its services, the Consultants shall be under no liability whatsoever to the Client for any costs, losses and damages, however arising, that the Client may incur or may have incurred.

7. It is hereby agreed between the Consultants and the Client that where the Consultants withdraws its services pursuant to Condition 6. hereof, the Consultants may remove any material stored upon any computer or server and shall retain, and shall not be under any obligation to return or provide access to, any and all documents, papers, etc. belonging to the Client until payment is made in full of all the Consultants' pro-forma accounts and invoices.

8. Copyright in all documents, papers, online material, etc. excluding audio material, prepared or caused to be prepared by the Consultants is expressly reserved by the Consultants until final payment is made by the Client, at which point copyright for the relevant material is passed to the Client. Copyright for audio material, soundtracks, etc. remains the property of the Consultants unless specified otherwise in writing by the Consultants.

Storage Service provision specific Terms and Conditions

9. The Client shall indemnify and save harmless the Consultants against any claims that may arise out of the content or nature of the material stored upon any computer or server or which may be prohibited or protected by laws of any country or state relating to copyright, confidentially or intellectual property.

10. The Consultants does not back up Client data or material and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, the Consultants cannot guarantee to be able to replace lost data. The Consultants disclaim any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by the Consultants, its employees or third parties.

Advertising specific Terms and Conditions

The Consultants may offer advertising space within websites which are owned and maintained by the Consultants to the Client subject to the following additional terms. In the event that the Consultants do not own the respective website, the Consultants are acting as an agent for the owner and additional terms and conditions may apply according to the owner.

11. The Consultants agree to provide an advertising service to the Client according to the specific details; website URL, website section/page, location in web page and advertising period. The details to be specified on the Application form.

12. The Consultants agree to maintain the availability of the website and relevant page section for the duration of the advertising period, notwithstanding circumstances detailed in the sub-clauses 12.1 through to 12.3.

12.1. Technical problems originating from any third party supplier.

12.2. Closure of the website through legal proceedings or otherwise required by law.

12.3. In the event of a transfer of ownership of the relevant website. However, the Consultants will make every effort to transfer the advertising contract to the new legal owner, as part of such transfer.

13. The Client may at their discretion cancel the advertising space by confirming such action in writing to the Consultants at the Consultants' registered address. The Client understands that upon such cancellation, no refund will be due and that the Consultants will be free to reclaim the advertising space in question and deal with it as they see fit.

14. Advertising space is non-transferable.

15. The Consultants will not be responsible for any damages your business may suffer. The Consultants make no warranties or guarantees of any kind, expressed or implied for services we provide.

16. The Consultants reserves the right to cancel this agreement in the event of the Client ceasing to exist as a legal entity.

17. These Terms and Conditions are governed by and subject to English Law.