



Terms and Conditions of Business

Issue: 10.1.05



1. Signature on this form by or on behalf of the client indicates the client's agreement to fully indemnify Toucan Internet and the General Naming Authorities against all claims, damages, penalties and expenses arising from:-
 - a) (where the client is applying for registration of a domain name) any third party allegation that the name as registered infringes any rights owned by a third party, and
 - b) (where the client is using the e-mail or web-site services) any allegation that any part of the content of the web-site or of an e-mail message constitutes an actionable wrong under civil law or an offence of criminal law.
2. The client acknowledges that Toucan Internet's service consists of acting as a conduit medium for e-mail and/or as a website host (as the case may be). Accordingly, Toucan Internet will have no liability to us for any failure in either service except where the failure arises through Toucan Internet's own negligence or deliberate fault. In any event, Toucan Internet will not be liable for any indirect or consequential loss or damage the client may suffer.
3. In the absence of any other specific payment terms agreed in writing by Toucan Internet, payment by the client is due no more than fourteen days from the date of Toucan Internet's applicable invoice. In the event of non-payment of any amount by the client when due, or if the client defaults on any other agreed terms, Toucan Internet will have the right to do all or any of the following:-
 - a) cease providing any service to the client upon giving the client not less than seven days written notice of withdrawal (notwithstanding any subsequent payment by the client);
 - b) charge interest on any overdue sum from the date of the applicable invoice to the date of actual payment;
 - c) recover from the client all Toucan Internet's actual and reasonable costs of recovering amounts due.
4. Toucan Internet requires a notice period of one full calendar month by written instruction from the client in order to terminate any services supplied. Full payment will be due for such services up to the end of the calendar month following that in which written instructions of cancellation are received. The minimum period for the supply of webserver space and/or email forwarding facilities is 12 months.
5. Any hypertext pages produced by Toucan Internet will be copyrighted to the contracting company and will also include a small hyperlinked acknowledgement to Toucan Internet at the foot of each page.
6. For new accounts a deposit is required for web design work that will be deducted from the first invoice. This amounts to £100.00 or 20% of the quoted value, whichever is the greater.
7. Toucan Internet will endeavour to explain all the costs associated with the work agreed before any order is accepted. This may be done either by quotation or verbally.
8. During website development, in the event of delays outside the control of Toucan Internet, work in progress will be billed monthly.
9. Site visits are charged at £50.00 per hour and travelling time at £25.00 per hour.

I have read and agree to abide by Toucan Internet's Terms and Conditions

Authorised signature:

Date:

Name Printed:

On behalf of: