

Internet Power LLP Terms and Conditions of Business

1. These terms and conditions apply to the supply of services by Internet Power LLP to you / your business.
2. No variation to these terms and conditions shall apply unless agreed in writing.
3. Internet Power services are provided to you as a business customer, unless you confirm otherwise in writing.
4. For services purchased online via Internet Power's website you will complete an order form and Internet Power will send an order confirmation. The agreement is made when the order confirmation is sent.
5. For other services Internet Power will send a written quote. The agreement is made when your written confirmation or acceptance of a quote is received.
6. Details of the services, including timescales and prices, are as set out in the order confirmation or the written quote.
7. All prices quoted are subject to vat, which is payable in addition, at the current rate.
8. Any alterations to the services to be provided must be agreed by Internet Power in writing.
9. Payments are due as set out in the order confirmation or written quote.
10. If any additional services are provided at your request without a further written quote then the current prices set out on Internet Power's website will apply.
11. A deposit of 50% is payable on confirming or accepting your order (except for monthly services).
12. All deposits are non refundable once work has started.
13. Internet Power may send interim invoices depending on the overall timescales for the services.
14. All invoices are payable in full on delivery.
15. Interest is payable at 2% per month on any amounts which are unpaid 14 days after the due date.
16. Monthly and annual services are payable in advance and payments are non refundable.
17. If you fail to make any of the subsequent monthly payments the supply of services by Internet Power will stop immediately and the total amount payable for the services for the minimum notice period shall become due.
18. All materials created by Internet Power for you will continue to belong to Internet Power until the services have been paid for in full. On final payment ownership of and copyright in the materials will transfer to you.
19. You will provide Internet Power with any information, documents, images or materials required by them to enable them to carry out the services within a reasonable timescale.
20. You warrant that you have the right to use such information, materials, documents and images.
21. You agree to indemnify Internet Power against any claims or liabilities it may incur to any third parties as a result of any breach by you of these terms and conditions.
22. Where the services provided by Internet Power involve 3rd parties, such as Google, Facebook and Twitter, you agree to be bound by and comply with those parties' terms and conditions – and to indemnify Internet Power in respect of any claims and/or liabilities arising as a result of any breach of their terms and conditions by you.
23. For all hosting services, Internet Power's separate Hosting Terms and Conditions apply in addition.
24. Internet Power will perform the services with reasonable skill and care.
25. The services are non transferable and cannot be transferred or assigned by you to any other person or business without the written agreement of Internet Power.
26. Internet Power's liability to you in respect of any claim arising from the services shall be limited to the fees paid by you for the work to which the claim relates.
27. Internet Power shall not be liable for any loss of business or loss of profits claims or for any other indirect or consequential losses or damage.
28. Either party may give 1 month's notice to terminate monthly or annual services, subject to any longer minimum period set out in the order confirmation or written quote and to the remaining period where an annual advance payment has been made.
29. If you give notice where a minimum period applies, the balance of the charges due for the remainder of that minimum period will become due immediately.
30. Notices must be given in writing, either by post or email.
31. These terms, our Hosting Terms and Conditions where applicable, and the documents referred to in sections 3 and 4 comprise the entire agreement and no verbal or other representations shall be incorporated.
32. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control and including those due to fire, flood, power failures or industrial action.
33. If any condition (or part) is unenforceable, the remaining conditions (or part) shall remain enforceable.
34. These terms and conditions shall be governed by and interpreted in accordance with the law of England and Wales and the courts of England and Wales shall have non-exclusive jurisdiction over any disputes.

If paying by direct debit please note that Internet Power LLP has appointed the BACS Approved Direct Debit Bureaus, Eazy Collect Services Limited (www.eazycollect.co.uk) and GoCardless (www.gocardless.com) to collect your payments. **Eazy Collect Services or GoCardless** will be shown on your bank statement for these direct debit payments.