

1 GENERAL TERMS AND CONDITIONS

- 1.1 These are the terms on which Continental Limited also trading as Webnetism (Company No. 01727463) ('**Continental**') do business with other businesses. If you are a consumer, the [Consumer Terms and conditions will apply](#). They do not affect the Client's (defined below) statutory rights. They are designed to set out clearly Continental's responsibilities and the Client's rights.
- 1.2 Continental offers a one stop IT and Web solution to meet the Client's needs to have an effective IT system and web presence on the internet. The Client may select from Continental's website, brochure or marketing materials a range of products and services which Continental has to offer. Depending on the Client's selection, the terms and conditions applying to the Client may vary.
- 1.3 If the Client has any suggestions or comments or if the Client needs to contact Continental, please do so by using the contact details below or those on Continental's website.

Continental Limited
Unit C2
Herrick Way
Staverton Technology Park
Cheltenham
Gloucestershire
GL51 6TQ

Phone: 01452 855222
Email: sales@continental.co.uk
VAT Registration Number: 462 122481
Company number: 01727463

- 1.4 If the Client would like Continental to assist in procuring and renewing domain names for the Client, and/or registering the domain with search engines, the [Domain Name Terms](#) will apply.
- 1.5 If the Client would like Continental to carry out design work including web design and/or website development work for the Client or carry out website optimisation services, the [Design and Website Development Terms](#) will apply.
- 1.6 If the Client would like Continental to host the Client's website, its email or provide remote backup services, the [Website and E-mail Hosting and Remote Backup Terms](#) will apply.
- 1.7 If the Client would like Continental to supply the Client with hardware such as monitors, PCs, servers, mouse, cables, software or such other products listed on Continental's website or catalogues, the [Hardware and Software Terms](#) will apply.

2 DEFINITION AND APPLICATION

- 2.1 In these terms and conditions (hereinafter referred to as '**General Conditions**')
- 2.1.1 '**Brief**' means the Brief as defined in Clause 4.2 of these General Conditions.
- 2.1.2 '**Client**' means you, the corporate entity or individual obtaining the Services from Continental.

- 2.1.3 **'Contract'** means any contract made between Continental and the Client for the Products and Services including contracts entered into between the Parties arising from the Initial Brief. For the avoidance of doubt, a Contract shall be governed by these General Conditions, Domain Name Terms, Design and Website Development Terms, Hardware and Software Terms and/or Website and E-mail Hosting and Remote Backup Terms (as the case may be).
- 2.1.4 **'Fees'** means any fees payable by the Client to Continental as specified in the Brief. For the avoidance of doubt, these will include the Website Hosting Fee, Product Price, Remote Backup Fee, Email Hosting Fee, Domain Name Fees, Design Fees, Web Development Fees and Search Optimisation Fees.
- 2.1.5 **'Initial Brief'** means the Initial Brief as defined in Clause 4.1 of these General Conditions.
- 2.1.6 **'Parties'** mean Continental and the Client.
- 2.1.7 **'Products'** means the hardware (including without limitation to) PCs, servers, mouse, monitors, cables, motherboards, processors, PC casing, software and such other products listed on Continental's website and/or catalogues which shall be governed by these General Conditions and Hardware and Software Terms.
- 2.1.8 **'Services'** means the procurement and/or renewal of domain names, registration of domain names with search engines, designing of trademarks, logos and/or other artwork, web design, web development, website optimisation, remote backup services and/or hosting of website or email services offered by Continental to its clients which shall all be governed by these General Conditions and the Domain Name Terms, Design and Website Development Terms and/or Website and E-mail Hosting and Remote Backup Terms (as the case may be).
- 2.2 These General Conditions shall apply to the:
- 2.2.1 [Domain Name Terms](#);
- 2.2.2 [Design and Website Development Terms](#);
- 2.2.3 [Website and E-mail Hosting and Remote Backup Terms](#); and
- 2.2.4 [Hardware and Software Terms](#)
- unless there are any inconsistencies between the Domain Name Terms, the Hardware and Software Terms, the Design and Website Development Terms, and the Website and E-mail Hosting and Remote Backup Terms (as the case may be) and these General Conditions. In the event of any inconsistencies, the Domain Name Terms, the Hardware and Software Terms, the Design and Website Development Terms and the Website and E-mail Hosting and Remote Backup Terms (as the case may be) shall prevail against these General Conditions.
- 2.3 These General Conditions, Hardware and Software Terms, Domain Name Terms, Design and Website Development Terms and Website and E-mail Hosting and Remote Backup Terms shall be collectively known as the **'Conditions'**.
- 2.4 References to any statute or statutory provision shall in the Conditions, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

- 2.5 In the Conditions, reference to the masculine include the feminine and the neuter and reference to the singular include the plural and vice versa as the context admits or requires.
- 2.6 Headings will not affect the construction of the Conditions.
- 2.7 The Client agrees that the Conditions shall be the exclusive basis on which any contracts made between the Client and Continental are transacted and processed unless otherwise agreed in writing by a director of Continental.
- 2.8 The Conditions shall not create any agency or partnership between the Parties or any third party.
- 2.9 The Client agrees that the Contracts (Rights of Third Parties) Act 1999 shall not apply to any contracts entered into between the Client and Continental unless otherwise stated in the Domain Name Terms, Hardware and Software Terms, Design and Website Development Terms and Website and E-mail Hosting and Remote Backup Terms (as the case may be).

3 GENERAL

- 3.1 The Client where it is a natural person confirms that he is at least 18 years of age and possesses legal capacity to contract under English Law.
- 3.2 The Client warrants that the Client is contracting in the course of its business.
- 3.3 The Conditions contain the entire agreement between the Parties and both Parties acknowledge that they have not relied upon any oral or written representation made to them by the other.
- 3.4 Each Party irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation or to rescind the relevant Contract (whether or not contained in the Conditions) or for breach of any warranty not contained in the Conditions unless such misrepresentation or warranty was made fraudulently.
- 3.5 No waiver by Continental of any breach of contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 3.6 If any provision of the Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected thereby.
- 3.7 Both Parties shall be released from their respective obligations in the event of national emergency, war, floods, fire disaster, civil riots, prohibitive governmental regulation or for any other cause beyond the reasonable control of the Parties except for the payment of Fees.

4 THE INITIAL BRIEF AND BRIEF

- 4.1 Upon receipt of a request by Continental to provide the Client with the Services, Continental will carry out some preliminary scoping work to ascertain the Client's requirements and needs. This initial scoping work ('**Initial Brief**') will be carried out free of charge for the Client. Where the Initial Brief provides sufficient information and no additional work is required to prepare a Brief, the Parties shall agree and confirm in writing that the Initial Brief will constitute the Brief.
- 4.2 Based on the Initial Brief, the Parties will mutually agree the next course of action necessary to produce a brief ('**Brief**') setting out information including the Services or Products, the scope of work, functions and specification (where applicable), the fees payable by the Client,

the estimated delivery dates and/or project milestones, the acceptance testing criteria (where applicable) and such other relevant information which the Parties deems as relevant ('Brief'). For the avoidance of doubt, unless otherwise agreed, work expanded to prepare the Brief will be charged by Continental at Continental's then applicable hourly rates.

4.3 Continental undertakes to prepare the Initial Brief and Brief using reasonable care and skill.

5 DOMAIN NAME ACQUISITION, RENEWALS AND SEARCH ENGINE REGISTRATION

5.1 Continental provides domain name acquisition and renewal and search engine registration services. Such domain name acquisition and renewal and search engine registration services will be performed in accordance with the [Domain Name Terms](#)

6 DESIGN, WEB DESIGN, WEB DEVELOPMENT AND WEBSITE OPTIMISATION

6.1 Continental provides design, web design, web development and website optimisation services. The aforementioned services are performed in accordance with the [Design and Website Development Terms](#).

7 WEBSITE HOSTING AND EMAIL HOSTING

7.1 Continental provides remote backup, website hosting and email hosting services. The remote backup, website hosting and email hosting services are performed in accordance with the Website and [E-mail Hosting and Remote Backup Terms](#).

8 SALE OF PRODUCTS AND SOFTWARE

8.1 Continental supplies PCs, monitors, computer parts, cables and software. The aforementioned products and software supplied in accordance with the [Hardware and Software Terms](#).

9 VARIATIONS

9.1 The Parties acknowledge that the Client may require changes or variations to the Services and/or Products set out in the relevant Brief.

9.2 Where the Client requires changes to be made to the Services and/or Products detailed in a Brief, the Client shall notify Continental of such change in writing and set out the changes and reasons for such changes. Continental will review the changes and prepare a proposal on such steps required and cost implications on the changes requested by the Client. For the avoidance of doubt, unless otherwise agreed in writing by the Parties, Continental shall be entitled to charge the Client to prepare such proposal and such charges shall be based on Continental's then applicable hourly rates.

9.3 The Client will have the opportunity to review and approve such proposal by Continental and where the Client accepts Continental's proposal, the Client shall confirm such acceptance in writing and the proposal by Continental will form part of the Brief in question.

10 FEES

10.1 The Client shall pay Continental the Fees in accordance with the Brief, these General Conditions; and the Domain Name Terms, the Design and Website Development Terms, the Hardware and Software Terms and/or the Website and E-mail Hosting and Remote Backup Terms (as the case may be).

10.2 All Fees are quoted exclusive of VAT.

- 10.3 If the Client fails to pay any amount payable by it under the Conditions, Continental shall be entitled, but not obliged, to charge the Client interest on the overdue amount. Such interest shall be payable by the Client forthwith on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 3% per annum above the base rate for the time being of Lloyds TSB PLC. Such interest shall accrue on a daily basis and be compounded quarterly.

11 CONFIDENTIALITY

- 11.1 Both Parties shall keep in strict confidence all information which are of a confidential nature and have been disclosed by one Party to the other Party and shall procure that the receiving Party's employees, agents, consultants or subcontractors keep in strict confidence all such information other than for the purposes of performing its obligations under the Contract.
- 11.2 The obligations set out in Clause 11.1 of these General Conditions shall not apply to confidential information that the receiving party can demonstrate is or has become publicly known other than through breach of this Clause 11, was in the possession of the receiving party prior to disclosure by the disclosing Party, was received by the receiving Party from an independent third party who has full right of disclosure, or was independently developed by the receiving Party or was required to be disclosed by a governmental authority, provided that the Party subject to such requirement to disclose gives the other Party prompt written notice of the requirement.
- 11.3 The Parties agree that Continental shall be entitled to use the Client's name and trade mark for marketing and promotional purposes. Where Continental provides the Client with web development services, Continental shall be entitled to incorporate a link (in small type) at the bottom of each page of the website to Continental's website.

12 LIABILITY

- 12.1 Nothing in these General Conditions shall operate to exclude or limit Continental's liability for death or personal injury caused by its negligence or fraud.
- 12.2 Continental shall not be liable to the Client for any losses and/or damages in the preparation of the Initial Brief and/or Brief (as the case may be) with regard to damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.
- 12.3 Subject to Clauses 12.1 and 12.2, of these General Conditions, Continental's aggregate liability in respect of claims based on obligations set out in these General Conditions (including negligence) or otherwise, shall in no circumstances exceed the applicable Fee paid and where no Fee is paid, the sum of £100.

13 DISPUTE RESOLUTION

- 13.1 If any disagreement and/or dispute arises in connection with the Conditions, the Parties will use utmost good faith to settle such disagreement and/or dispute amicably.

14 LAW AND JURISDICTION

- 14.1 The Conditions shall be governed by and construed in accordance with English law and the English Courts shall have jurisdiction.