



## Terms & Conditions

1. ncs1.co.uk have maintained the right to refuse any material which may be deemed to be offensive, abusive, indecent, defamatory, obscene or menacing or in any breach of confidence, copyright, privacy or any other right or in any way thought to be unsuitable for reproduction.
2. It is the duty of the client to establish the rights to any material supplied for inclusion on their pages. ncs1.co.uk cannot be held responsible for any breach of copyright or any other right caused by reproduction of materials supplied by the client.
3. ncs1 will not be responsible for any additions, alterations, or amendments to the clients site that have been made by the client themselves or others known or unknown to ncs1 without prior notice.
4. Payment should be made in Pounds Sterling.
5. Contract periods are for one year unless stated otherwise.
6. ncs1.co.uk will use its reasonable endeavours to maintain the integrity of the data stored on our servers.
7. Effective delivery date shall be the invoiced date.
8. Clients shall be responsible for insuring themselves against any loss or damage to data. In no event will ncs1.co.uk be liable for loss or damage to the data stored, transmitted on or using the service.
9. ncs1.co.uk will not provide any equipment at the client's site as part of this service.
10. Payment should be made within twenty-eight days of the date of the invoice.
11. The invoice shall be issued on the appropriate effective date.
12. ncs1.co.uk agree that the subscription fee will remain fixed for the duration of the initial term.
13. ncs1.co.uk shall be under no liability for any failure to perform all or any part of its obligations under the Contract if such failure shall be due to the act of God, terrorism, strikes, lockouts, labour disturbances, Statute or any regulation of any government, public, or local authority, delays or defaults of suppliers or subcontractors or without prejudice to the generality of the forgoing any other causes beyond the reasonable control of the company and this condition shall apply notwithstanding that it may conflict with any special condition.

14. Accounts in default may be charged interest on the outstanding balance at the rate of 5% per month from the due date of invoice until the payment, before as well as after judgement.

15. ncs1.co.uk reserves the rights to terminate the service to the Client forthwith in the event of any default of payment or for any other reason. Such termination is without prejudice to the rights of either party accrued prior to the date of termination.

16. The initial term of this agreement shall be twelve months and shall commence on the invoiced date. This agreement will continue automatically thereafter on a yearly basis unless terminated according to the terms below.

17. The Client may serve a minimum of one months notice of termination during the initial term provided that notice shall be effective on or after the expiration of the initial term.

18. The Client may terminate this contract at any time after the expiration of the initial term on giving one months prior notice in writing. If the Client terminates this agreement at any time after the initial term without one months prior notice as required above, ncs1.co.uk will charge a termination fee of three month's annual subscription, payable at the time of termination.

19. Either party may terminate this agreement forthwith where; the other party commits any act of bankruptcy; or compounds with its creditors; or a receiving order in bankruptcy is presented or made against the other party; or a petition for an administration order is presented in relation to the other party.

20. Either party may terminate this agreement forthwith where the other party is in material breach of this agreement and fails to remedy the same within twenty-one days of written notice demanding such remedy.

21. If this agreement is terminated by the Client before the expiry of the initial term ncs1.co.uk will not be liable for any refund.

22. If the Client terminates this agreement in order to upgrade to a higher level of service at any time, it will not be liable for any termination fee provided that the Client agrees to enter into a new contract for the ncs1.co.uk service for a new term of at least one year.

23. Termination of this agreement howsoever occasioned shall be without prejudice to the rights of either party accrued as to the date of termination.

24. These terms and conditions are governed by and shall be construed in accordance with the laws of England and the Client hereby submits to the exclusive jurisdiction of the English Courts.