

1. **Price Variation** - Price estimates are based on Maybury IT's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance, where such amendment is required in order to meet any rise or fall in such costs.
2. **Preliminary Work** - All work carried out, whether experimentally or otherwise, at customer's request shall be chargeable.
3. **Copy** - Where any additional work of whatever nature is necessary as a result of copy supplied by a customer not being clear and/or legible, Maybury IT shall be entitled to make additional charges on a time and materials basis to cover such additional work.
4. **Proofs** - Proofs of all work may be submitted for customer's approval and we shall incur no liability for any errors not corrected by the customer in proofs so submitted. Additional charges shall be made for any additional proofs that are required as a result of alterations required by the customer. When style, type or layout is left to Maybury IT's discretion, any subsequent changes to such style, type or layout required by the customer shall be subject to additional charges on a time and materials basis.
5. **Copyright** -
 - a. Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork and illustrations and anything else whatsoever prepared, developed or created by Maybury IT shall vest in and belong to the Maybury IT.
 - b. Maybury IT may use any artwork or designs produced by Maybury IT for the purposes of promoting itself and/or its services. The customer shall be responsible for obtaining all necessary authorities and consents to reproduce pictures, artwork, photographs, copyright text and/or any other reproducible materials ("Materials") prior to instructing the us to reproduce the same. The customer shall indemnify and hold the Maybury IT and its agents and representatives harmless against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of any claim (including but not limited to the defence of such claim) that the reproduction of the Materials by Maybury IT infringes the intellectual property or other rights of any third party or misuses the confidential information of a third party.
 - c. All design, text, illustrations, graphics, photographs, diagrams, drawings, logos and the selection and arrangement thereof, and all source code and all other material content of any Website owned, controlled or operated by Maybury IT and Maybury IT's printed materials / advertising are the intellectual property of Maybury IT or its content providers and as between Maybury IT and the customer all intellectual property rights (including all copyright) arising out of or connected with such content shall belong to Maybury IT. No reproduction of any part is allowed without written permission.
6. **Company Imprint** - Unless otherwise specifically requested in writing any work may carry the Maybury IT imprint which will be positioned at the Maybury IT's discretion.
7. **Acceptable Use Policy**
 - a. You agree that you shall:
 - b. Immediately inform us if you become aware of any unauthorised use of the Package Resources;
 - c. Not use the Package Resources, or allow others to do so, for any unlawful activity or activity that in our opinion may harm us or bring us into disrepute, including the storage or distribution of:
 - i. Any pirated software and files;
 - ii. Any material which is "adult" (including pornography and sex shops), offensive obscene, pornographic, threatening, malicious, harmful, abusive or defamatory;
 - iii. Any material that breaches the rights (including Intellectual Property Rights) of any third party;
 - iv. Any material that is or encourages criminal acts;
 - v. Material that contains any virus, worm, Trojan horse or other harmful code;
 - vi. Links to, frames or displays of any of the items listed in 7.a.i – 7.a.vi
 - d. Not copy the Software, except as is necessary for internal, archiving purposes;
 - e. Not reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software except as permitted by law;
 - f. Not sell, lease, license, transfer or sub-license the Software or associated documentation; or
 - g. Write or develop any derivative or other software programs based, in whole or in part upon the Software or any of our Confidential Information.
 - h. Ensure that you comply with your obligations under UK law, including the Data Protection Act 1998;
 - i. Be entirely responsible and liable for all activities conducted on the Package Resources;
 - j. Not use the Package Resources as security for any loan, or allow it to become subject to any similar third party rights;
 - k. Comply with any announcements that we post on our website, and check the announcements and notices posted on our secure website regularly (including our list of prohibited applications and scripts).
 - l. Not give any third party any rights of physical access to the Data Centre without our prior written consent.
 - m. We may immediately suspend or terminate the Services without refund, this Agreement, and any other Agreements with you if you
 - i. Send unsolicited bulk email (SPAM) via our Server/network (or via third party servers referencing a domain hosted by us) whether intentionally or due to insecure applications installed by you.
Mailing lists may be operated as long as you comply with your legal obligations and our policy on mailing lists from time to time, as contained on our website.. Any complaints we receive are taken seriously and you may be liable for clean up fees in serious cases.
8. **Liability** - The Maybury IT gives no warranties or guarantees or makes any representations as to the merchantability or fitness for a particular purpose of any completed work the subject of a customer's order and all other warranties, conditions, guarantees or representations, whether express or implied, oral or in writing, except as expressly stated in these terms and conditions are hereby excluded.
Maybury IT shall not be liable for any loss arising from delay in transit not caused by Maybury IT. Further, Maybury IT shall not be liable for any indirect, special or consequential damages, loss of profits, economic loss, loss of goodwill or loss of anticipated savings or loss of data. The total aggregate liability of Maybury IT in respect of any and all causes of action arising out of or in connection with the customer's order and Maybury IT's performance of services pursuant to such order (whether for breach of contract, strict liability, tort (including, without limitation, negligence), misrepresentation or otherwise) shall be limited to the sums paid to Maybury IT by the customer in respect of the order pursuant to which liability has arisen.
Nothing in these terms and conditions shall be construed so as to limit or exclude liability which cannot, pursuant to English Law, be excluded or limited including for death or personal injury or liability in respect of fraud or fraudulent misrepresentation.
9. **Customer's Property**
 - a. The customer's property and all property supplied to Maybury IT by or on behalf of the customer shall while it is in the possession of Maybury IT or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure such property accordingly.
 - b. Where a customer fails to collect work within 20 working days from notification to the customer of completion of the work, Maybury IT shall be entitled, at its discretion, to either store the work until actual delivery or collection is made and charge the customer for the costs (including insurance) of storage or to destroy such work (provided that the customer shall nevertheless remain liable for payment in respect of the relevant order).
10. **Materials Supplied by the Customer**
 - a. Maybury IT may reject any paper, plates or other materials supplied or specified by the customer which it considers to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by Maybury IT in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.
 - b. Maybury IT shall have no liability in respect of any work being of less than reasonably satisfactory quality as a result of defects in or the unsuitability of materials supplied or specified by the customer.
11. **Credit Terms and Payment** - For invoices not settled within the agreed credit terms or for payments returned unpaid (such as cheques, credit cards or similar), Maybury IT reserves the right to charge interest on the overdue debt at 2% above the HSBC base rate at the time and an administration fee to cover its debt recovery costs and any other costs relating to the collection of payment.
12. **Insolvency** - If the customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against it, Maybury IT without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to Maybury IT, and (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in Maybury IT's possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as Maybury IT thinks fit and to apply the proceeds towards such debts.
13. **Illegal Matter**
 - a. Maybury IT shall not be required to publish/print/upload any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights or any third party.
 - b. Without prejudice to paragraph 8 above, the customer shall indemnify and hold Maybury IT harmless against all claims, demands, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of the work it is required to produce pursuant to a customer order being or alleged to be defamatory.
14. **Colour Matching** - All reasonable efforts shall be made to obtain the best possible colour reproduction on Customer's work but variation is inherent in VDU equipment and software interpretations. It is understood and accepted as reasonable that Maybury IT shall not be required to guarantee an exact match in colour or texture between the customer's materials and the final produced works.
15. **Data Protection** - By placing an order with Maybury IT, the customer consents to its details being stored for accounting and marketing purposes. The details will be kept by Maybury IT even after the customer's trading relationship with Maybury IT has terminated. Maybury IT may use the customer's personal data to let customers know about goods and services similar to the goods or services provided to the customer previously and any other matters that Maybury IT considers may be of interest to customers.
16. **Force Majeure** - Maybury IT shall be under no liability if it shall be unable to perform any obligation which is owed by it to the customer for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to Maybury IT elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
17. **Variation to Terms and Conditions** - These terms and conditions may be amended from time to time. The latest version of these terms and conditions may be accessed via the Website.
18. **Law** - These terms and conditions and all other express terms of the contract with customers shall be governed and construed in accordance with English law. English Courts shall have jurisdiction in relation to any matters arising in connection with any contract between Maybury IT and the customer into which these terms are incorporated.