



Standard Terms and Conditions

Contract Terms

We agree to provide our services to you on the following terms and conditions. These constitute a contract between us and you and must be read together with any other documents explicitly agreed to be part of this contract. Any other terms and conditions contained in any other document are excluded unless their inclusion is expressly agreed in writing.

In these terms and conditions:

"we", "our" and "us" means ClubBuzz Limited;

"Services" means the services that you have ordered from us and we have agreed to provide as set out in the Schedule; and

"you" means the Customer.

Payment

You must pay our charges for the Services as agreed with us.

Payment of our charges will be made quarterly or annually in advance.

Unless agreed otherwise, all our charges are exclusive of any applicable value added or other tax, which will be added to our invoices sent to you.

We reserve the right to suspend the Services if our charges are overdue for payment by you.

Your Obligations

You agree that you:

- will ensure that your employees or representatives co-operate with us in relation to the provision of the Services;
- will promptly give us such information as we may reasonably request for the proper and efficient provision of the Services; and
- will abide by the terms of the Acceptable Use Policy set out on our website from time to time.

You will be assigned a domain name usually consisting of "your chosen club name.clubwebsites.co.uk" unless you already have a registered domain name, in which case (where practicable), the existing domain name will be used as your Club Websites site address. Where your existing domain name is used there will be no charge. Where we assign you a new domain name you will pay all the associated costs and our associated charges.

Additional Work

Any charges that we agree with you are for the work that we agree at that time. If we are asked to carry out additional work or your instructions to us change we reserve the right to make an additional change.

Termination

Either we or you shall be entitled to terminate this Agreement immediately by written notice to the other if the other commits any material breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy it within 21 days after receipt of a written notice giving full details of the breach and requiring it to be remedied.

Either of us can terminate this Agreement if the other is the subject of a bankruptcy order (or equivalent in any other jurisdiction) or the other becomes insolvent or make any arrangement or composition with, or an assignment for the benefit of, its creditors or if any of its assets are the subject of any form of seizure. If either of us is a company, the other can terminate this contract forthwith if the first party goes into liquidation (voluntary or compulsory) or if a receiver, administrative receiver or administrator is appointed.

This Agreement shall last for 12 months. Either we or you may terminate this Agreement for convenience on any anniversary of the Start Date, with not less than three months written notice. If no such notice is served prior to an anniversary this Agreement shall automatically continue for a further 12 months.

Liability

We warrant to you that we will seek to supply the Services with reasonable skill and care. We accept liability for our own negligence, but only to the extent stated in this clause.

Nothing in this Agreement shall be construed as restricting or excluding our liability for death or personal injury resulting from our negligence or for fraud.

Our liability to you under this Agreement shall not exceed the amount paid by you in relation to the Services over the previous 12 months.

Subject to the immediately preceding sub-clause, we shall be liable to you in respect of all direct loss or damage caused by our acts or omissions and those of our employees, agents or sub-contractors, other than Excluded Loss. In this clause the expression "Excluded Loss" means all special loss (whether or not the possibility of such loss arising on a particular breach of contract or duty has been brought to our attention at the time of making this contract) and loss, corruption or destruction of data or loss of profits, business or anticipated savings, whether incurred directly or indirectly, or any indirect or consequential damage whatever, either in contract, tort (including negligence) or otherwise.

Notwithstanding the above, the Services may be suspended for so long as is reasonably necessary to carry out standard maintenance and support or to enable us to carry out work which is necessary in our reasonable opinion to maintain or improve the Services.

We will use all reasonable endeavours to arrange such downtime during hours of low usage of the Services in order to minimise impact on the Services and we will ensure that there is no permanent material degradation of the Services.

Force Majeure

We are not liable for any breach of this Agreement caused by matters beyond our reasonable control, including, but not limited to, Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving our employees), failures or interruptions of electricity supplies, weather of exceptional severity or acts of local or central government or other authorities.

General

Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.

No waiver or any amendment to these terms shall be effective unless in writing and signed by both you and us.

A person who is not a party to these terms may not enforce any of them under the Contracts (Rights of Third Parties) Act 1999.

If any dispute arises out of this Agreement the parties will attempt in good faith to negotiate a settlement. If the matter is not resolved by negotiations, the parties will refer it to mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. (See www.cedr.co.uk). Unless the parties agree on the choice of mediator within 7 days of one party nominating a proposed mediator in writing to the other, the mediator shall be appointed by CEDR at the request of either party. If the parties fail to agree terms of settlement within 42 days of the start of the first meeting held under such procedure, the dispute may be referred to litigation by either party. Nothing in this clause shall prevent or delay either party from seeking injunctive relief in any court in respect of any infringement of intellectual property or from issuing proceedings to recover any undisputed debt or from joining the other party to any proceedings issued against the first party by a third party.

This Agreement shall be governed by the laws of England and we both agree to submit to the exclusive jurisdiction of the English Courts.

The Schedule

Description of the Services

Professionally designed club website – Total and Club Website

Content management system – Total and Club Website

Map your own domain name – Total and Club Website

SSL Security – Total and Member Manager

Assign individual roles, responsibilities and access levels – All packages

Keep a central database of all your member details - Total and Member Manager

Online registration and forwarding process - Total and Member Manager

Central activity calendar – Total Club Manager

Keep logs and create reports - Total and Member Manager

Set member fees - Total and Member Manager

Allow members to settle account via direct debit or online card payment - Total and Member Manager

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