

Terms and Conditions of Trade

If the development is stopped or delayed due to non supply of information or any other reason beyond our control an invoice will be raised and issued for the amount of work completed at that point.

Development coding, database engines and scripting that controls it remains the intellectual property of Justice Roche and may not be reused or re sold at any time.

Any database information remains the property of the Customer and may not be used by Justice Roche in any format without the expressed written permission of the Customer.

All development content should be sent either as an email, word format or rtf format. We can accept most other types but these are best. Please make sure the text has been checked for grammar/spelling before sending as we do not accept liability for spelling errors supplied by the Customer.

The Customer acknowledges that it is solely responsible for maintaining adequate insurance cover in respect of any loss or damage relating to the provision of hosting Services.

Where the services of an external supplier are used by Justice Roche for a development or service, the Customer is bound to the terms and conditions of trade as stipulated by the external supplier.

The Customer shall indemnify Justice Roche and keep Justice Roche fully indemnified from and against all liability, claims, costs, losses, loss of profits, expenses, business interruption, and other pecuniary or consequential loss (including reasonable legal costs and expenses) suffered or incurred by Justice Roche as a result of:-

- a. Access to and/or use of the Services by the Customer;
- b. Any information, data or material produced, transmitted or downloaded by the Customer;
- c. Any breach by the Customer of any of the provisions of these Conditions or of any law, code or regulation relating thereto or to the internet;

The Customer acknowledges that the registration and use of domain names is subject to the terms and conditions of the Relevant Naming Authority and accordingly agrees to be bound by them. The registration and use of UK domain names is governed by Nominet UK, the registration and the use of international domain names (.com, .net, .org, .biz, .info and .name) are governed by ICANN.

The Customer acknowledges that the Customer has ultimate responsibility for renewing the domain name and the Customer accepts that whether or not Justice Roche has successfully

contacted the Customer pursuant to this clause Justice Roche cannot be held liable if the Customer fails to renew the domain name before its expiry.

Justice Roche may from time to time have to suspend the hosting services for repair, maintenance or improvement. Justice Roche undertakes to endeavour to keep the period of suspension to the minimum length of time necessary to carry out such works.