

Oldham Online Terms & Conditions

1. This contract (the "Contract") governs the supply of internet based services by Us to You.
2. By Clicking Send you offer to Contract with Us on the Terms and Conditions as set out herein. We will accept your offer by providing the Services.
3. The Date of the Agreement is the Date we accept your offer.
4. We will provide You with a business entry on the Oldham Online web site providing Your business contact details and a weblink to Your website and, if required and contracted for, a designated web page on Our web site (www.oldhamonline.co.uk) (the "Service(s)")
5. We will perform the Service(s) to a reasonable standard and in a reasonable time. This condition does not make time of the essence.
6. You will pay to Us the Fee (as detailed on the Business Entry Form) each month, plus VAT where applicable. The Fee is due on the first day of the month following the Date of this Agreement and the first day of each subsequent month. For the avoidance of doubt, generally invoices will not be sent to You for the Fee; payment will be due regardless of whether an invoice is raised by Us or received by You.
7. The Minimum Term (as detailed on the Business Entry Form) of the Contract commences from the Date of the Agreement.
8. At the end of the Minimum Term the Contract will continue on a twelve months rolling basis. The word Term in this Contract denotes the Minimum Term and subsequent terms which will be for periods of twelve months to the annual anniversaries of the Date of this Agreement. We may increase the Fee any time after the Minimum Term by giving You one month's written notice.
9. The Contract may be terminated by either party giving to the other at least one month's written notice prior to the end of a Term, such notice to be actually communicated to the other party. For the avoidance of doubt, the Contract cannot be terminated under this clause before the end of the Minimum Term. The Contract may only be terminated on an anniversary of the Date of the Agreement, unless You give Us written notice that You wish to terminate the Contract within 14 days of notification, under clause 6, by Us to You of an increase in the Fee, whereby termination of the Contract will occur 14 days after receipt by Us of Your notification of termination.
10. Although We will try to ensure continuity of the Service(s), given the technical nature of Service(s) and the internet and Our dependency that the internet and related service providers are functionally operational, is not possible to guarantee this.
11. We will not be liable, except for personal injury or death, for any costs or losses (including loss of profit) incurred by You resulting from the provision of the Service(s) or other actions by Us, whether caused by negligence or otherwise.
12. We have the right to charge interest at a rate of 2.5 per cent. per month on all overdue amounts. This interest will be calculated on a daily basis from the date the amount falls due until it is received and will run at the above rate both before and after judgment. We may also charge an administrative charge of £10 for each payment received late. You must pay to Us on demand our expenses and all legal costs for enforcing our rights under this Contract. Failure to make prompt payments will be a breach of condition.
13. On a breach of condition or a fundamental breach of this Contract then all future Fees payable to the end of the Term will become due and payable immediately less a discount of 3 per cent. per annum, or part thereof, of the unexpired Term of the Contract.
14. We will maintain ownership and intellectual property rights over all material that We produce, rent, lease or buy in relation to the Service(s) including but not limited to domain names, websites and designs.
15. This Contract may only be varied by agreement of both parties in writing.
16. You are responsible for the Service(s) meeting all legal requirements (including, but not limited to, advertising regulations) and being fit for the intended purposes. You must pay all relevant fees under this condition. Our obligation is to create, design, deliver and maintain the Service(s).
17. You must notify Us of any alterations to the specification of the Service(s) in writing, upon receipt of which We will notify You of any additional charge or change to the Fee.
18. We can subcontract any part of the Service(s), but We will still be responsible for the Service(s).
19. You warrant to Us that You are the legal owner of any documentation, copyrights, trademarks or other material (both tangible and intangible) You provide to Us which is required by Us to provide the Service(s) and that You have the legal authority and regulatory consents required for Us to provide the Service(s). In the event this is not the position You agree to pay Us for all losses (including loss of profit) that We incur and indemnify Us in respect of claims We may receive arising as a result thereof and pay our legal costs in resolving any such claim.
20. No relaxation or indulgence which We may extend to You shall affect our rights under this Contract. We may transfer, assign and/or charge this Contract or our rights under this Contract provided that this does not affect your rights under this Contract or your statutory rights. You may not transfer or assign your rights or obligations under this Contract. Where two or more of You are named in this Contract You jointly and severally accept the obligations under this Contract. This Contract will only take effect if and when it is signed by Us or our authorised representative. This Contract will be governed by English law. The Law Reform (Frustrated Contracts) Act 1943 will not apply to this Contract. If any clause, or part thereof, in this Contract is deemed to be illegal or unenforceable it will not affect the operation of other clauses which will be deemed to operate independently.