

Terms and Conditions

1. AGREEMENT

These Terms apply to the Customer's use of services managed by LA Office Solutions Ltd ("the Service"). By signing and returning one copy of the quotation, the Customer accepts these Terms under which LA Office Solutions Ltd provides the Service.

2. DEFINITIONS

- 2.1 'Service' means any detailed services under this contract.
- 2.2 'Customer/client' means the user of the services from LA Office Solutions Ltd.
- 2.3 'Contract Term' means the duration of contract, as detailed within the quotation.
- 2.4 'Customer' means any person, organisation or company which purchases the service & accesses the service or website.
- 2.5 'Quotation' means the form which the Customer signs in order to obtain the Service.

3. PROVISION OF SERVICE

- 3.1 The service will be held to this contract and the dates contained therein.
- 3.2 For monthly service agreements, the customer must give at least one month's notice in writing for cancellation of service. A rolling service contract will be assumed otherwise.

4. PRICE & PAYMENT

- 4.1 The Customer shall pay LA Office Solutions Ltd for the services as detailed in the payment schedule of this contract.
- 4.2 All invoices are to be paid by the Customer within 7 days of the date of the invoice, unless otherwise stated.
- 4.3 Any website work will not be published until final payment funds have been cleared and made available. Please note that some payment methods may take up to 5 days to clear. Any charges incurred by returned payments will be passed on to the customer.
- 4.4 By informing LA Office Solutions Ltd to have a website published (live) the customer accepts that this is their final proof of completion of work
- 4.5 Where the Customer is paying in installments & an installment is unpaid at any time during the agreement, LA Office Solutions Ltd can withdraw the installment payment option & the entire amount outstanding will become immediately due & payable
- 4.6 LA Office Solutions Ltd may charge interest on all sums outstanding beyond the date on which they are due for payment under this agreement at a rate of 2% per month above bank base rate.
- 4.7 Upon termination of the Agreement for any reason (except by the Customer pursuant to clause 7.2 below) the provision of the service shall immediately cease & the full amount of any sums owing to LA Office Solutions Ltd by the Customer shall become payable with immediate effect including, but not limited to, any amount of the Service Fee that has not been paid by the Customer & which relates to the period following termination.

5. CUSTOMER OBLIGATIONS & RESPONSIBILITIES

- 5.1 The Customer accepts that they are responsible for content delivery at the agreed upon dates.
 - 5.1.1 The Customer shall make every effort to supply information in a timely manner.
 - 5.1.2 The Customer agrees that if they do not abide by the date and/or payment schedules set out in this contract that they will become liable for the full outstanding amount of the contract.
- 5.2 It is the Customer's responsibility to advise LA Office Solutions Ltd of any change to their contact details, address &/or business activities.

6. LA Office Solutions Ltd OBLIGATIONS & RESPONSIBILITIES

- 6.1 To provide the Services with all reasonable care & skill.
- 6.2 To adhere to the date schedule of work.
- 6.3 To communicate with the Customer at all times throughout the contract.

7. TERMINATION

- 7.1 This Agreement may be terminated by LA Office Solutions Ltd:
 - 7.1.1 If, after LA Office Solutions Ltd has provided written notice to the Customer of breach of Customer Obligations (section 5 of these Terms), and such breaches have not been rectified by the Customer within 24 hours.
 - 7.1.2 If the Customer fails to pay LA Office Solutions Ltd on the due date any sums that may be due under this Agreement.
- 7.2 Either party may terminate this agreement immediately by notice to the other if any resolution or petition to wind up the other's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a receiver or administrative receiver of the other's undertaking, property or assets shall be appointed. The Customer acknowledges that except in such circumstances, it has no right to terminate this agreement before the expiry of the Contract Term referred to in the Quotation.

8. ENTIRE AGREEMENT

- 8.1 This Agreement forms the entire understanding of the parties & supersedes all previous Agreements, understanding & representations relating to its subject matter.
- 8.2 No addition, amendment or modification of these Terms shall be effective, unless in writing & signed as accepted by a Director of LA Office Solutions Ltd.

9. GOVERNING LAW

- 9.1 This Agreement shall be governed & construed in accordance with English law.

10. GENERAL

- 10.1 No neglect, delay or indulgence by LA Office Solutions Ltd in enforcing any provision of this Agreement shall be construed as a waiver & no single or partial exercise of any right or remedy shall affect or restrict the further exercise or enforcement of any such right or remedy.
- 10.2 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its Terms.
- 10.3 The Agreement is personal to the Customer & may not be assigned or transferred to any third party without the prior written consent of a Director of LA Office Solutions Ltd.
- 10.4 Each Term of this Agreement is severable & distinct from the others &, if any provision is, or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, that provision shall to that extent be deemed not to form part of this Agreement but the validity, legality or enforceability of the remaining parts of this Agreement shall not be affected or impaired, it being our intention that every provision of this letter shall be & remain valid & enforceable to the fullest extent permitted by law.
- 10.5 LA Office Solutions Ltd reserves the right to vary this Agreement from time to time. Such changes shall be notified to you by E-mail. Such changes shall be deemed to be accepted if you continue to use the Service after a period of one week from the date of transmission of the e-mail.

11. INTELLECTUAL PROPERTY AND LICENCE

- 11.1 All Intellectual Property (IP) of LA Office Solutions Ltd will remain the property of LA Office Solutions Ltd regardless of where the work resides. Intellectual Property covers all CSS code and any bespoke application, which does not fall under where the Customer has no legal rights over the material.
- 11.2 Licences'. LA-CMS is covered by licence and as such can not be modified in any way or resold without the written permission of LA Office Solutions Ltd. A licence may be subject to a yearly fee where the application is taken away from LA Office Solutions Ltds servers.
- LA-CMS at all times must have the credits in tact.
- 11.3 All work will remain the property of LA Office Solutions Ltd until such time as it has been paid for.