

Order Pack: Omnium Takeaway Edition

Name: _____ Customer number (if applicable): _____

Company: _____

Email address: _____ delete as applicable

Domain name: _____ new registration / transfer

Telephone: _____ invoice / card / SO

Address: _____

Required Date for Completion: _____

It generally takes 7 days to complete a Web site. Pricing valid until 31 Dec 2009. Pricing fixed for the duration of your account.

Complete this form and return it to: Omnium CMS, 113 Lancaster Road, Morecambe, Lancashire, LA4 5QJ

Alternatively, call us on 0844 884 8068, or fax to 0871 714 2087 *

Omnium Takeaway	£25.00 per month	<input type="checkbox"/>
Template #		
Ecommerce module	£0.00 per month	<input type="checkbox"/>
Customer logins module	£0.00 per month	<input type="checkbox"/>
Mailing list module	£25.00 per month	<input type="checkbox"/>
Bronze Support	£0.00 per month	<input type="checkbox"/>
Silver Support	£25.00 per month	<input type="checkbox"/>
Gold Support	£50.00 per month	<input type="checkbox"/>
Platinum Support	£150.00 per month	<input type="checkbox"/>

Please send your logo and any required graphics to support@omnium-cms.com

Terms & Conditions

Any agreed variation or alteration to part of these terms and conditions as annexed to this Contract will not invalidate the remainder or the whole. Any alteration or addition to the supplies instructed on the order will require to be the subject of a new order. Omnium is entitled to suspend services if the User does not adhere to any of the several conditions of this Contract.

1. DEFINITION
In this Contract unless the context otherwise requires: "Omnium", a trading name of Tracy McCarthy-Allen, sole trader of 113 Lancaster Road, Morecambe, LA4 5QJ "Software" means the Website Management System "Web Site" means the www site and website management system at the address recorded in the Order Form at which text, graphics, data, files and information are stored electronically on web pages access to which is made available to third parties via the internet

"Contract" means the agreement between Omnium and the User incorporating these conditions, the Omnium Order Form (where completed) and Omnium's published charges for the provision of its services; References to "Agreement" shall, where the context admits, be read as referring to the Contract

"Charges" means the charges as agreed on the Order Form (where completed) and Omnium's latest published prices for products and services requested or incurred by you

"User" means you, the Customer, or any person who makes use of the services through you or on your behalf

2. DOMAIN REGISTRATION

2.1 We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your risk;

2.2 The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; you shall ensure that you are aware of those terms and conditions and that you comply with them. For UK domain registrations you shall ensure that you are aware of the terms and conditions of Nominet UK, the UK naming authority, that can be found at <http://www.nominet.org.uk/nominet-terms.html> and that you comply with them. You shall have no right to bring any claim against us in respect of refusal to register a domain name or cancellation of the domain name by the relevant naming authority. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the naming authority to register your desired name.

2.3 We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.

2.4 We give no warranty or representation that your domain name is or will continue to be available for your use or that no domain name is or will be registered which conflicts with your domain name or which otherwise affects your use of your domain name.

2.5 Omnium shall be entitled to withhold the release of any domain name to another provider or "tag holder" unless full payment of all amounts due to us at that time for whatever reason has been received by us;

2.6 If payment is not received for any domain name Omnium may delete or retain the domain for further sale.

3. HOSTING AND EMAIL

3.1. We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Service and we shall have no liability for any loss of or damage to any data stored using the Service.

3.2. You shall effect and maintain adequate insurance cover in respect of any loss of or damage to data stored using the Service.

3.3 You represent, undertake and warrant to us that you will use the hosting allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that

3.3.1 you will not use the Service in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so;

3.3.2 you will not post, link to or transmit:

(a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way;

(b) any material containing a virus or other hostile computer program;

(c) any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction. Your attention is drawn to the provisions of subclause 6.3 below.

3.4 You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information.

3.5 You shall observe the procedures which we may from time to time prescribe and shall make no use of the Service which is detrimental to our other customers.

3.6 You shall procure that all email is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.

3.7 In the case of an individual User, you warrant that you are at least 18 years of age and if the User is a company, you warrant that the Services will not be used by anyone under the age of 18 years.

3.8 While we will use every reasonable endeavour to ensure the integrity and security of the Service, we do

not guarantee that the Service will be free from unauthorised users or hackers or from corruption by virus and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email or damage to data or operations.

3.9 The Service includes unlimited data transfer, subject to fair usage.

3.10 The Software is wholly owned by Omnium and is provided for use on Omnium servers only. The ownership of the Software does not pass to you at any time.

4. OMNIUM SERVICE

4.1 In consideration of the Customer paying the Fees in accordance with Clause 9, Omnium shall provide the Software, The Services, and any Documents to the Customer in accordance with this Agreement.

4.2 Omnium grants the Customer the exclusive use of the web-site operating under the agreed URL addresses and to use the Software installed to provide the services agreed for the web-site. Omnium does not allow the Customer (or any third party) to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software.

4.3 The Customer agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes any portion of the Services, use of the Services, or access to the Services.

4.4 Connection to the Omnium Service is via a fixed telecommunications link or dial up connection. This Contract, unless specifically stated on the Order Form, does not include the provision of telecommunications services necessary for connection to the Omnium Service.

4.5 Requests relating to the provision of Service are to be made or confirmed in writing or by electronic mail.

4.6 Omnium will use all reasonable endeavours to adhere to any dates proposed by either Omnium or you for the provision of Service; however any such date is to be treated as an estimate only and Omnium accepts no liability for failure to meet such dates.

4.7 Omnium will use all reasonable endeavours to provide reliable Service; however, it is not practicable to provide Service free of faults and Omnium does not undertake to do so. In the event of a fault in Service, you must report the fault by telephone, telefax or electronic mail to Omnium's Technical Support at the appropriate numbers or addresses or other such numbers or addresses that Omnium may from time to time provide. Upon receipt of the fault report, Omnium will take all proper steps without undue delay to correct the fault.

Omnium shall not, in any event, be liable for interruptions of Service or downtime of a Server.

4.8 OMNIUM MAY:

4.8.1 temporarily suspend for the purpose of repair, maintenance or improvement, part or all of Service, without notice. Omnium undertakes to use reasonable endeavours to restore Service as soon as practicable after any such suspension,

4.8.2 give or update instructions regarding the use of Service which in Omnium's reasonable opinion are necessary in the interests of safety, or to maintain or improve the quality of Service to Omnium's customers. Any such instructions shall, whilst they are in force, be deemed to form part of this Contract.

4.8.3 vary the technical specification of Service for operational reasons. The exact technical specification of every Service at the time of enquiry can be found on our website at <http://www.omnium-cms.com/service-matrix.php>

5. COMMENCEMENT AND INITIAL PERIOD OF SERVICE

The Service shall be for an initial period as specified on the Order Form (where completed). The Service, unless otherwise agreed on the Order Form (where completed), shall be provided for an Initial Contract Term of one month. The Initial Contract Term shall commence upon connection. Connection shall be deemed to be effected when the Service is first available by public URL.

6. CONTENT AND MISUSE

6.1 You will use all reasonable endeavours to ensure that the Omnium Service is used or includes content that conforms to the laws of this country and will not knowingly permit any illegal use or such use that will bring Omnium into disrepute.

6.2 You must not, nor must any other person, use the Service: to send or receive any material which is offensive, abusive, indecent, obscene, pornographic or menacing, or in breach of confidence, copyright, privacy or any other rights, to cause annoyance, inconvenience or needless anxiety, or in breach of any provisions as contained within clauses 3 and 4 of this Contract, or other than in conformance with the acceptable use policies of any connected networks and the Internet standards.

6.3 Omnium may discontinue Service immediately if the User is found to have carried out or permitted any illegal or use that is prohibited by these terms. If Omnium suspends Service for contravention of the above conditions of this clause, Omnium can refuse to restore Service until it receives an acceptable assurance from the User that there will be no further contravention.

7. CHARGES AND PAYMENT

7.1 All payments must be in UK Pounds Sterling. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.

7.2 All Charges payable by you for the Services shall be in accordance with the scale of charges and rates on the Order Form (where completed) and shall be due and payable in advance of our Service provision.

7.3 Payment is due each anniversary week, month, quarter or year following the date the Services were established until closure notice is given.

7.4 All charges unless otherwise agreed are payable in advance. Unless otherwise specified and agreed, set-up and installation charges are payable on order. Omnium agrees to be party to this Contract upon Omnium's acceptance of cleared funds covering first invoice or the first payment under the Order Form (where completed). If payment is not received on or before the due date

Omnium reserves the right to immediately withdraw, suspend or limit Service and will charge the User interest at the rate of 3% of the amount overdue per month.

7.5 All new clients have the right to terminate this Contract by giving written notice of termination, by post or by e-mail, within 30 days after the date on which Service is first provided. In this event Omnium will refund all monies paid for the Service but all charges for additional Services provided are non-refundable.

7.6 Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of Services to you. If such a suspension is imposed, you will be liable for a "reconnection" charge of £25.

7.7 If suspension of service occurs for any reason you will be liable for a "reconnection" charge of £25.

8. DEFAULT

8.1 If you do not pay the charges in accordance with the provisions of clause 7 of this Contract, or break this Contract in any other way, or are subject to bankruptcy or insolvency proceedings Omnium can (without prejudicing, losing or reducing any other right or remedy) suspend Service, wholly or partially, without notice (but the User remains liable during the suspension to pay charges for Service), or terminate this Contract by immediate notice, without prejudice to Omnium's pre-existing rights.

8.2 Bankruptcy or insolvency proceeding means bankruptcy proceedings or in Scotland sequestration proceedings, becoming insolvent, making any composition or arrangement with creditors or an assignment for their benefit, any execution, distress, diligence or seizure; or if the User is a company, being the subject of proceedings for the appointment of an administrator, going into liquidation whether voluntary or compulsory (except for the purpose of amalgamation or reconstruction) or having a receiver or administrative receiver of any assets appointed.

8.3 You continue to be liable to pay all charges which are due for Service during any period in which you do not comply with this Contract.

8.4 On termination of this Agreement or suspension of the Services we shall be entitled immediately to block the Service and remove all data located on it. We shall be entitled to delete all such data but we may at our discretion hold such data for such period as we may decide, to allow you to collect it at your expense, subject to payment in full of any amounts outstanding and payable to us. We shall further be entitled to post such notice in respect of the non-availability of the Service as we think fit.

8.5 For so long as any sum due to Omnium hereunder is unpaid or any other amount is due to or properly claimed by Omnium from you for services or goods supplied or for any other reason, whether pursuant to these terms or otherwise, Omnium shall be entitled to retain any property owned by you or lawfully in your custody or possession and which is held by Omnium or by its agents until such time as all amounts due to Omnium are paid and/or any issue between you and Omnium is determined.

8.6 If Omnium waives a breach of Contract by you, that waiver is limited to the particular breach. Any delay by Omnium in acting upon a breach is not to be regarded in itself as a waiver.

9. TERMINATION OF SERVICE

9.1. We shall be entitled to suspend the Services and/or terminate this Agreement forthwith without notice to you if you:

9.1.1. fail to pay any sums due to us as they fall due.

9.1.2. break any of these terms and conditions.

9.1.3. are a company and you go into liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors.

9.2. No refunds will be made under any circumstances for Services suspended in accordance with 8.1.

9.3. We reserve the right to suspend the Services and/or terminate this Agreement at any time. In the event of this you will be entitled to a pro rata refund based upon the remaining period of prepayment.

9.4. You may cancel the Services at any time. To do so you must request cancellation of the Services in writing including your account username and password. We will cancel the Services within 2 working days of receipt of your request.

9.5. No refunds will be made after the hosting account has been set up on our servers.

9.5.1. Domain name registration fees, charges for additional data transfer and charges for optional extras added to your account are not refundable under any circumstances.

9.5.2. You will not be entitled to a refund on this basis if you have previously held an account with Omnium

9.6. Where payment has been made by credit or debit card, any refunds due will only be issued to the same credit or debit card.

9.7. On termination of this Agreement or suspension of the Services we shall be entitled immediately to stop access to your Web Site and to remove all data located on the Server.

9.8 On termination of services we shall provide you with the data stored in your web site database only if you have requested the data at the time of your termination of services request. We shall be entitled to charge you for provision of this data. If you do not request the website data at the time of termination, the data will be deleted with the account.

9.9 Your notice does not avoid any other liability for Service already provided.

10. NOTICES

Any notices to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or the Order Form or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be

served two days following the date of posting.

11. MATTERS BEYOND OMNIUM'S REASONABLE CONTROL

Omnium is not liable for any breach of this Contract or liable for any delay or failure in performance of any part of these conditions and its commitments when caused as a result of Force Majeure, war, civil disorder, industrial disputes, inclement weather, acts of local or central government or other competent authorities, and failure by other service providers.

12. LIABILITY

12.1 You acknowledge that Omnium has no control over the information transmitted via the Service and that Omnium does not examine the use to which you put the Service or the nature of the information you are sending or receiving. Omnium hereby excludes all liability of any kind for the transmission or reception of information of whatever nature.

12.2 Omnium undertakes no liability whatsoever for the acts or omissions of other providers of telecommunication service or for faults in or failures of their apparatus.

12.3 Omnium is not in any way liable in contract or otherwise for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever.

12.4 Omnium makes no warranty as regards to its Services or equipment and will not be responsible for any damage allegedly suffered or claimed by you for any reason including but not limited to loss of data, wrong or non deliveries and Service interruptions.

12.5 All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to subclause 14.6.

12.6 Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.

12.7 Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim.

12.8 In any event no claim shall be brought unless you have notified us of the claim within one year of its arising.

13. INDEMNITY

You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement.

14. INTELLECTUAL PROPERTY RIGHTS

You shall obtain any and all necessary consents and clearances to enable you lawfully to make use of all and any intellectual property rights through the Services, including without limitation, clearance and/or consents in respect of your proposed domain name.

15. ASSIGNMENT

You may assign all or part of this Contract to any other party only with the prior written agreement of Omnium. Omnium reserves the right to assign all or part of this Contract at any time to any subsidiary or associate company of Omnium.

16. LAW

This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English courts.

17. HEADINGS

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

18. ENTIRE AGREEMENT

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral; between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.