

# TERMS & CONDITIONS

## One Vision Health Ltd

### 1. Definitions and interpretations

- .1 “One Vision Health” “We” means One Vision Health Ltd;
- .2 “the Content” means any material including without limitation any text, images, designs, shapes, logos, videos, recordings and trademarks displayed on a Customer’s Website;
- .3 “The Customer” “You” means any person, entity or company entering into contractual arrangements with One Vision Health for the provision of any services by One Vision Health;
- .4 “Design” means the appearance of the whole or part of a product resulting from the features of, in particular, the lines, contours, colours, shape, texture or materials of the product or ornamentation.
- .5 “Website” means any website created by or developed by One Vision Health.
- .6 “Application” means a software application that runs in a smartphone, tablet or other portable device.
- .7 Headings are for the purposes of identification only and shall not limit or otherwise affect the meaning of the conditions to which they relate.

### 2.Quotations

Where an accompaniment of this document consists of a quotation or tender remains open or acceptance for a period of fourteen (14) days or such other period as agreed in writing after which it shall be subject to confirmation by One Vision Health and if confirmed will remain subject to the remainder of these terms and conditions.

- .1 The terms and conditions contained herein supersede and cancel any or all previous terms and conditions given either verbally or in writing in respect of the sale of goods or the provision of services and charges specified in this contract.
- .2 Terms and conditions referred to in a Customer’s order will not bind One Vision Health in any way whatsoever unless they are specifically incorporated as part of these terms and conditions and attached hereto duly signed by an authorised representative of One Vision TV and for and on behalf of the Customer.
- .3 No agent, employee or representative of One Vision Health other than a Director has authority to vary these terms and conditions or to make any representation as to the effect of these terms and conditions or as to the subject matter of any contract generally.
- .4 In the event of a conflict between the terms written on any accompanied document, as part of the quotation or tender, and these terms and conditions, the former shall prevail.

### 3. Price

- .1 Prices are quoted in pounds sterling and are exclusive of VAT, which shall be charged at the applicable rate.
- .2 All prices quoted and accepted may be increased by One Vision Health serving written notice of increase on the Customer if any alteration to the specification or the services rendered is made at the request of the Customer to the extent that such alteration would have given rise to an increase in the quoted contract price had it been allowed for.
- .3 All prices quoted in respect of website design shall not include the cost of images in respect thereof.

### 4. Payment Terms

- .1 Unless otherwise agreed by One Vision Health and incorporated on any accompanying document One Vision Health's standard terms of payment are:
  - .1.1 50% of the contractual price upon acceptance;
  - .1.2 The balance, together with any increase, 7 days from delivery.
- .2 One Vision Health will not regard a quotation or tender as having been accepted unless there is acceptance of the term specifying that a deposit of 50% of the contract value or such other amount as agreed by way of variation of this condition.
- .3 In the event of receiving an unfavourable credit report on the Customer from its own sources One Vision Health reserves the right to cancel this agreement or change the terms of payment at any time before delivery of the goods to the Customer.
- .4 Unless otherwise agreed by One Vision Health in writing the contract price for the goods and services provided and charges rendered shall be payable in the manner agreed without set off on or before the agreed due date.
- .5 Search engine optimisation packages include a setup cost that is payable before campaign start followed by 12 monthly costs payable on the 1st or 15th of each month via standing order.
- .6 Social media management packages include a setup cost that is payable before campaign start followed by 12 monthly costs payable on the 1st or 15th of each month via standing order.

### 5. Delivery

- .1 One Vision Health will use its reasonable endeavours to meet any estimated delivery date quoted to the customer.
- .2 Delivery dates are provisional only and will automatically be extended by an amount equivalent to any delay by the customer in accepting One Vision Health's quotation or tender within the 14 day period referred to in clause 2 above. Delivery dates may be further extended by One Vision Health for any reason beyond One Vision Health's control including, but not limited to, any

alteration to the specification and/or services to be rendered by the customer, strikes, lock outs, shortage of materials, trade disputes and other unforeseen disruptive incidents beyond One Vision Health's control.

- .3 One Vision Health shall not be liable for any losses, costs, damages or expense (incurred consequential or indirect losses or damages) suffered or incurred by the Customer as a result of failure to meet the quoted delivery date or any revised delivery date.
- .4 In cases where One Vision Health is unable to deliver goods due to the default of the Customer, One Vision Health, upon giving the Customer 7 days notice that the goods are ready for delivery, shall be entitled to invoice the customer the balance outstanding pursuant to condition 3 hereof and the same shall become due in accordance with the terms thereof notwithstanding the customer's failure to accept delivery.

## **6. Specification**

- .1 Whilst One Vision Health makes reasonable endeavours to ensure that the goods and services supplied shall correspond to One Vision Health's Design, One Vision Health shall not be responsible for minor variations from the specification or other design feature and no minor variation shall entitle the customer to rescind the contract nor shall they be subject of any claim against One Vision Health by the Customer nor shall they vary terms and conditions of quotation as otherwise agreed.
- .2 Any suitability mentioned in any brochure or advertisement or literature or written specification as to the performance of any goods or services provided by One Vision Health to the Customer shall be indicative and for guidance only and shall not form any part of any contract entered into by One Vision Health. Specifically, but not by way of limitation, (a) One Vision Health will write all computer programmes, graphics etc on virus clean machines, (b) build safety features into programmes to prevent future contamination so far as they are able, but do not warrant to protect against outside interference, server failure, viruses, reverse engineering or code breakers and One Vision Health do not guarantee any programme written for the customer not to carry a virus to the customer or any other persons' personal computer (PC).

## **7. Copyright in Websites and Videos**

- 7.1 Upon delivery or uploading of a Website, the Website and the copyright therein shall belong to the Customer subject to clause 7.2.
- .2 The source code of a Website shall belong in its entirety to One Vision Health and shall not be utilised in any form, whether for the production of another website or otherwise.
- .3 The copyright in any videos commissioned by a Customer shall belong to the Customer in its entirety on payment of all monies owed in respect thereof.

## **8. Warranty**

- .1 Any express or implied warranty or condition whether statutory or otherwise as to goods or services provided by One Vision Health is hereby excluded to the extent permitted by law. In lieu thereof One Vision Health undertakes that if any goods or services supplied by it prove to be defective in workmanship (outside interference, server failure, reverse engineering, damage by code breakers, viruses excepted) One Vision Health will at its option either replace free of charge such defective goods or refund to the Customer the price of such goods provided upon such terms hereinafter set out.

.2 The terms of the warranty are as follows:-

- .2.1 One Vision Health will not accept liability for any loss either of a direct consequential nature, suffered as a result of any act or omission on the part of One Vision Health or its servants, agents or representatives (with the exception of personal injury, death and fraud) or any fault in any of the goods it supplies or services provided.
- .2.2 One Vision Health's liability is limited to repair or replacement of defective programmes wherein One Vision Health's judgment such defects have arisen without misuse solely as a result of faulty design/programming.
- .2.3 Defects judged by One Vision Health to be within the terms of this warranty will be repaired/ remedied by the Customer returning to One Vision Health the entire program, product specifications, documentation, licences and any other product specific information for its attention.

## **9. Intellectual Property Rights**

.1 The Customer warrants that it has obtained for itself and for One Vision Health all necessary consents, approvals and licenses for use of the Website and any further information supplied, including keywords. In the event that the use of the Content infringes the intellectual property rights of any third party, the Customer will immediately replace the infringing part at its own expense with non-infringing material. The Customer agrees to indemnify and keep One Vision Health indemnified and defend it at its own expense from and against:-

- .1.1 Any and all claims that the Content or any act or omission by the Customer, its employees, agents and representatives infringes any copyright, trademark or other intellectual property rights of any third party;
- .1.2 Any infringement by the Customer, its employees, agents and representatives of One Vision Health's intellectual property rights howsoever arising shall compensate One Vision Health for any loss, damages and other expenses arising out of or in connection with such infringement.

## **10.Means of Delivery**

Delivery to the Customer shall be by way of uploading the programme to a server of the Customer's choice or as agreed in the quotation or separate proposal of services.

## **11.Data Backup**

11.1 Whilst One Vision Health shall use its reasonable endeavours to ensure that backup copies of the Web Site and all Customer data contained in the Web Site are made at reasonable intervals, the Customer shall be solely responsible for the backup of such data and One Vision Health shall not be liable for any damages, loss, costs or other expenses arising out of or in connection with any loss of data by the Customer which are due to the failure of the Customer or One Vision Health to back up such data.

## 12. Liability

12.1 One Vision Health maximum aggregate liability under or in connection with any Agreement, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the fees payable by the Customer in respect of the Services under the relevant Agreement. Nothing in these Terms and Conditions shall exclude or in any way limit One Vision Health liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law. Subject to the above Clause One Vision Health shall not be liable under or in connection with these Terms and Conditions or any collateral contract for any loss of income, loss of data, loss of anticipated savings, loss of profits or contracts or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

## 13. Cancellation

- .1 If payment for goods and services provided by One Vision Health to the Customer the subject of this contract is not made on the due dates One Vision Health may in its absolute discretion by service of notice upon the Customer at the Customer's address given in this contract elect to cancel the contract.
- .2 The Customer shall have no right to cancel the order unless done so with the written consent of One Vision Health. In the event of One Vision Health giving written consent to the Customer to cancel the order, the Customer shall forthwith become liable in damages to One Vision Health for 25% of the contract price or the contract value as at the date of cancellation whichever is higher.

### .3 Domain Name Registration Cancellation Terms

Once an order has been placed, or Customer confirmation signed, an order for domain registration can be cancelled, however no refund will be made due to the registration fees incurred from the registration bodies at the point of registration.

### .4 Hosting Services Cancellation Terms

If you enter into any fixed term contract with us, (whether yearly or otherwise) you are obliged to make the payments due under the contract to the end of the term irrespective of the fact that you no longer require our services or wish to cancel the contract.

### .5 Search Engine Promotion Cancellation Terms

If you enter into any fixed term contract with us, (whether yearly or otherwise) you are obliged to make the payments due under the contract to the end of the term irrespective of the fact that you no longer require our services or wish to cancel the contract.

### .6 Social Media Management Cancellation Terms

If you enter into any fixed term contract with us, (whether yearly or otherwise) you are obliged to make the payments due under the contract to the end of the term irrespective of the fact that you no longer require our services or wish to cancel the contract.

### .7 Hosting Services Cancellation Terms

If you enter into any fixed term contract with us, (whether yearly or otherwise) you are obliged to make the payments due under the contract to the end of the term irrespective of the fact that you no longer require our services or wish to cancel the contract.

## **14. Force Majeure**

- 14.1 One Vision Health shall not be liable to the Customer for any breach of the terms of any contract between One Vision Health and the Customer incorporating these terms and conditions which is due to any cause arising from or attributable to acts, events, non happenings, omissions or acts of God beyond the reasonable control of One Vision Health (including but not limited to strikes, lockouts, shortages or labour, civil commotion, riots or threat of or preparation for war and inability to obtain suitable raw materials, equipment, tool power, components or transportation).

## **15. Confidential Information and Security**

- .1 All information, drawings, specification, documents, contracts, design material and all other data, which either party may have disclosed and may from time to time disclose to the other party relating to its business, customers, prices, services, requirements, the Software, the Web Site, the Services and these Terms and Conditions, including any technical specifications (the "Confidential Information"), are proprietary and confidential to the disclosing party.
- .2 Each party hereby agrees and undertakes to the other that it will use such Confidential Information and all other data solely for the purposes of these Terms and Conditions and it will not, at any time during or at any time after the completion, expiry or termination of any Agreement use or disclose the same whether directly or indirectly, to any third party without the other party's prior written consent.
- .3 Each party further agrees and undertakes that it will not itself or through any subsidiary or agent use, sell, licence, sub-licence, create, develop or otherwise deal in any Confidential Information supplied to it by the other party or obtained while performing any Agreement. Each party will ensure that each of its employees, agents or sub- contractors will comply with the provisions contained within this Clause.
- .4 The provisions of this Clause do not apply to any confidential information or data which :
- .4.1 is or becomes freely available in the public domain through no default of the receiving party;  
or
- .4.2 is required to be disclosed by any court of competent jurisdiction or statutory or regulatory authority; or
- .4.3 is received from a third party which owes no duty of confidentiality in respect of such information.

## **16. Complaints**

- .1 We want you to be satisfied with every product that we supply, in the unlikely event of any problem please don't hesitate to contact us for assistance. We endeavour to reply to all enquiries or complaints within 48 hours. Our aim is to resolve any complaints within 5 working days and during this process we will ensure you are kept fully informed at all stages.

## **17. Search Engine Optimisation**

- .1 An initial one off set up cost is required prior to the commencement of any work.
- .2 Any Agreement shall commence on the date of acceptance by One Vision Health and shall continue for an initial period of 12 months and then rolling thereafter unless and until terminated by either party on giving to the other 30 days written notice such notice to expire no earlier than the end of the initial period.
- .3 The monthly payments are, at the Customer's election, due on either the 1st or the 15th of each month prior to the commencement of works.

## 18. Social Media Management

- .1 Social media management contracts are available for a minimum initial period of 6 months.
- .2 The monthly payments are, at the Customer's election, due on either the 1st or the 15th of each month prior to the commencement of works.
- .3 Any Agreement shall commence on the date of acceptance by One Vision Health and shall continue for an initial period of 6 months and then rolling thereafter unless and until terminated by either party on giving to the other 30 days written notice such notice to expire no earlier than the end of the initial period.
- .4 For the clarification of doubt, One Vision Health are not responsible for any content uploaded to online Websites including without limitation to blogs, forums and social media sites.

## 19. Website Hosting

- .1 Website hosting includes up to 750MB of webspace and 12 GB of bandwidth.
- .2 Website hosting shall be charged at a rate of £120 per annum with such amount being paid in full at the commencement of the 12 month term.
- .3.1 One Vision Health reserves the right to alter the annual rate of Website Hosting in line with market rates on written notice to the Customer.
- .4 The Website hosting contract will automatically renew annually unless cancelled by the Customer by providing 30 days written notice of cancellation.
- .5 Any cancellation after the commencement of the 12 month term or taking effect after the commencement of the 12 month period will result in the Website hosting fee being payable in full.
- .6 An additional fee of £25 will be payable in respect of any transfer of Website hosting to any Website hosting supplier other than One Vision Health.
- .7 The Customer may not run server processes (eg. talkers/IRC Bots) from your virtual server. One Vision Health shall not be held liable for any loss or damages caused by the use or misuse, unavailability or removal of services. When your account is closed, all file (including web pages, etc.) will be deleted. We reserve the right to cancel your account at any time without notice. Users must not participate in any form of un-solicited bulk e-mailing or spam.

## 20. Bandwidth

If your bandwidth reaches the points where it has an adverse affect on other Customers we reserve the right to disable your Website until you can reduce your bandwidth usage. Each virtual server includes a nominated amount of bandwidth, if you use more than this amount then you agree to pay for this bandwidth at a rate of 5p (five pence) per 1 MB.

## 21. Web Pages

Commercial use of web and ftp space is permitted. You will be responsible for the content of your pages, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate UK law. You will be held responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via your page(s). We reserve the right to remove material deemed inappropriate from your web pages, without prior notice.

## 22. Website Design

- .1 Website design packages do not include the cost of images utilised on the Website.
- .2 All Websites or Applications that are developed by One Vision Health will support browsers installed over the last 5 years from the date of creation.

## 23 General

- .1 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to these Terms and Conditions does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.
- .2 If any term of these Terms and Conditions is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is detachable from the remaining terms, be deemed omitted from these Terms and Conditions and shall in no way affect the legality, validity or enforceability of the remaining terms.
- .3 These Terms and Conditions contain all the terms agreed between the parties regarding its subject matter and supersede any prior agreement, understanding or arrangement between the parties, whether oral or in writing.
- .4 No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to any agreement governed by these Terms and Conditions except as expressly stated in these Terms and Conditions.
- .5 Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into any Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in these Terms and Conditions.
- .6 Provisions of these Terms and Conditions, which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.
- .7 The relationship of the parties is that of independent contractors dealing at arm's length.
- .8 Except as otherwise stated in these Terms and Conditions, nothing in these Terms and Conditions shall constitute the parties as partners, joint ventures or co- owners, or constitute either party as the agent, employee or representative of the other, or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.
- .9 The parties shall at the requesting party's reasonable expense do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by these Terms and Conditions.



## **24. Data Protection Act**

- .1 Each party shall for the duration of any agreement governed by these Terms and Conditions comply with the provisions of the Data Protection Act 1998, (including the data protection principles set out in that Act) and any similar or analogous laws, regulatory requirements or codes of practice governing the use, storage or transmission of personal data and shall not permit anything to be done which might cause or otherwise result in a breach by either party of the same.

## **25. Law**

- .1 The matters relating to the formation, performance and discharge of any contract incorporating these terms and conditions shall be governed by English Law and shall be determined only by proceedings conducted in the English Courts.