

Definitions

'Interfire'	means Interfire Ltd.
'Client'	means any person firm or company that has entered into a contract with Interfire.
'RenameIT'	the software supplied to the Client by Interfire
'Goods and Services'	means the goods and services supplied by Interfire, in this instance to include: <ul style="list-style-type: none">• RenameIT software• Web Ladder• All 'Framework' Applications
'Intellectual Property Rights'	means the patents, trade marks, copyright, database rights, service marks, registered designs, applications for any foregoing patents, trademarks, service marks, design rights, trade or business names, domain names, URLs and any other similar protected rights in any country, whether registered or unregistered.

Acceptance

On installation of the Goods and Services, the Client accepts these terms and conditions.

Pricing

The price is inclusive of any applicable VAT.

Invoicing

- Interfire will invoice the client prior to delivery of the Goods and Services.
- The client will also be invoiced for agreed additions and or changes made to the order by the Client, which involve additional expenditure by Interfire. All such fees shall be communicated to the Client to be agreed in writing at least 24 hours prior to commencing any additions and or changes to the order.
- The price of the Goods and Services is Interfire's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Interfire's published price list current at the date of delivery or supply.

Payment

- Full payment is due on delivery of the Goods and Services.
- Invoices are payable in cash, Pounds Sterling or as otherwise set out in this agreement. Do not send cash through the post or by carrier.
- Only UK Sterling Postal Orders accepted. Please cross the order with the words A/C PAYEE ONLY.
- Where invoices are paid for by cheque, delivery of the Goods and Services will only be made, after the cheque has been cleared. Please cross the cheque with the words A/C PAYEE ONLY.
- If the Client fails to make any payment on the due date then the whole price of all goods or services bought or agreed to be bought by the Client shall be immediately due and payable without demand and Interfire may cancel the contract or suspend deliveries or performance to the Client.

Delivery/Performance

- Delivery of **Software** purchased on-line is by download, and therefore available to you at your convenience. However a Product Code will need to be sent out to you. Please allow up to 24 hours for this to occur.
- Our **Software** packages require activation via the Internet or by Telephone.
- Interfire shall not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in delivery or performance (even if caused by the negligence of Interfire) nor will any delay entitle the Client to terminate the Contract unless such delay exceeds 90 days.
- If Interfire fails to deliver the Goods or perform the Services for any reason (other than any cause beyond Interfire's reasonable control or the Client's fault) and Interfire is accordingly liable to the Client, Interfire's

liability shall be limited to the excess (if any) of the cost to the Client (in the cheapest available market) of similar goods or services to replace those not delivered or performed over the price of the Goods or Services.

- The services provided are to be used by the primary owner only, and are not to be resold.

Loss of Data

- Interfire are not responsible for the loss or damage of data. It is the responsibility of the Client to ensure that they have adequate backup of data and or software.

Reproduction

- Interfire reserve the rights to use and reproduce examples of Websites created or designed by Interfire for its own promotional purposes only without the prior approval of the Client.

Indemnity

- Interfire shall not be liable to the Client in respect of any loss, damage or claim incurred by or made against the Client if any Goods infringe any intellectual property right or any statutory provision.

Cancellation and Delay

Interfire reserves the right to defer the date of delivery or performance, or to cancel the Contract without liability to the Client if it is prevented from or delayed in carrying on its business by any cause beyond Interfire's reasonable control which includes Act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary, local or other authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery). In such circumstances, the Client may also give written notice to cancel the Contract if the cause in questions continues for a continuous period in excess of six months but in any event shall remain liable to pay for Goods or Services delivered or supplied prior to such cancellation by Interfire or the Client.

Warranty and Defects

- Interfire shall not be liable under this warranty (or any other warranty, condition or guarantee) if:-
 1. the total price for the Goods and Services has not been paid by the due date for payment; or
 2. any defect arises from wilful damage, negligence, abnormal working conditions, failure to follow Interfire's instructions (whether oral or written) or maintenance requirements, misuse or alteration of the Goods and Services without Interfire's prior approval; or
 3. the Goods and Services have been improperly installed or connected (unless Interfire carried out the installation and connection).

- In no event shall the Client be entitled to reject the Goods and Services on the basis of any defect or failure which is so slight that it would be unreasonable for the Client to reject them.

Governing Law

English law shall govern these terms and conditions and the parties hereto submit to the exclusive jurisdiction of the English courts.