

## TERMS AND CONDITIONS

THE CONTRACT is made between the customer (hereinafter called "the customer" and Perfect Business Information Systems Ltd, (hereinafter called "the Company") and is subject to the following terms and conditions.

### 1. THE CONTRACT

The Customer agrees to purchase and the Company agrees to services as set out overleaf. All the terms and conditions between the Company and the Customer are contained in this contract and no oral or written agreements between the customer and any agent or representative of the Company mentioned in this contract shall be in any way binding upon the company.

### 2. VARIATIONS OR OMISSIONS

Any proposed variation of any clause of this contract shall be made in writing to the company but shall not be accepted by the Company unless a Director of the Company has agreed to the said variation in writing.

- (a) No omission by the company whether by indulgence or otherwise or failure to enforce or delay in enforcing the Company's rights shall be construed as a waiver of the Company rights. The company will complete the contract and effect the execution of the service as soon as reasonably practical. However the Company cannot be responsible for any loss or damage caused by the delays due to circumstances beyond the Company's control. Provided that if the Company has not notified the Customer, notice of the customer's intention to cancel if the contract / order is before expiry of 24 hours of the order made and the company will return to the Customer any payment paid without interest excluding transaction charges incurred to the company.
- (b) Any changes to the order should be notified to the company and confirmation required from the Company. Verbal instruction to the Surveyor or any employee are not acceptable. All changes are only effective if signed/confirmed by an authorised company representative.

### 3. Access

- 1 (a) The Customer agrees to give the Company's representative access to make changes accordingly to the website in case of SEO / page optimization or in any other service where it is required to complete the service / contract. If the Company's representative has not been given access for this purpose within 10 days of the contract the Company may at any time thereafter serve written notice on the customer stating that the Customer is in default. If the Company is then not given access within 5 days then the Company shall forthwith be entitled to the full contractual for the service and the customer shall be deemed to be breach of this contract.
- (b) After the access provided and confirmed by the company's representative the Company will carry out the service execution within 10 days.

### 4. THE PRODUCT

- (a) In case of content writing company ensures that there would not be any plagiarism more than 20%. If it increases then customer should notify within 5days of the contents submitted.
- (b) The company may from time to time make improvements in the specifications of the services, in which case, the services may be supplied in accordance with such new specification by the Company warrants that any such specification will at least be equal those in use the data of this contract.

### 5. CANCELLATION BY CUSTOMER

This contract may be cancelled by the customer by giving written notice signed by the customer within twenty four hours from the time the terms and conditions are accepted by the customer. Such written notice must be served upon the company by recorded delivery same as aforesaid or pursuant to clause 2(b) above or by email (director@pbisltd.com), and save the provisions of the customer credit act 1974, if applicable, and the customer protection cancellation of the contract concluded away from Business Premises Regulation 1987, if applicable, this contract is not cancelled by the customer.

### 6. CANCELATION BY THE COMPANY

- (a) This Contract is subject to approval of the Company's representative's analysis, the event of the Company wishing to terminate this contract after receiving its representative's Report it shall notify the customer in writing whereupon the customer's deposit shall be refunded in full without interest and any further obligation on part the company.

### 7. PAYMENT

- (a) Subject as otherwise provided above payment of total price (less any deposit paid) shall be due immediately upon completion of service. Any sum due but unpaid by the customer on the day following the date on which the same becomes due and payable will then carry interest at the rate of 2% per month calculated on daily basis the amount due until full settlement.
- (b) If any payment is not made on due date then in addition to our right the company may also charge the customer;
  - (i) the cost of every reminder or demand for payment and collection costs including reasonable solicitor's fees and any court costs.
  - (ii) Any bank costs incurred by the company and any administration costs at the discretion of the company.
  - (iii) Payment for fitting or installation are to be made to the independent titters and are subject to separate contract.

### 8. GRANTEE

Services supplied by the Company are guaranteed subject to the following.

- i. In case of development (website, software, application, database) any compile time and / or run time errors up to 6 months will be removed free of charge.
- ii. In case SEO search engine ranking depends upon several aspects like design, contents, and presentation of contents and previous history of the domain. The company cannot grantee of the appearance of website on a particular place at any search engine.

### 10. PASSING OF PROPERTY

All the services shall remain the property of the company until the total price inclusive of any interest has been settled, in full by the customer to the company under this or any other contract.

### 11. TIME

Although time is not the essence of this Contract the work will be commenced as soon as possible but the company will not be liable for any damage in respect of any delays which are not under the control of the company.

### 13. SEVERANCE

In the event that any clause of the contract held by a competent court to be illegal, invalid or unenforceable then the remaining clauses and sub-clauses shall remain in full force and effect.

### 14. LAW

This contract shall be governed in accordance with the laws of England and the parties hereto submit to sole jurisdiction of English Courts.

### 15. MISCELLANEOUS

Where the customer is more than one person all obligations under this Contract shall be joint and several. Any references to masculine shall include references to the feminine and vice versa.