Terms and Conditions
from 23rd April 2018

1. Silkmoth's Obligations

In consideration of the payment by the Customer of the Charges and subject to these Conditions Silkmoth shall:

1.1 if so specified in the Contract Particulars, design and write the Website and license the Customer to use and operate the Website in accordance with these Conditions;

1.2 if so specified in the Contract Particulars and subject to payment by the Customer of the Website Hosting Fees, use all reasonable endeavours to provide the Website Hosting Service to the Customer upon these Conditions.

1.3 if so specified in the Contract Particulars and subject to payment by the Customer of the Search Engine Optimisation fees, use all reasonable endeavours to provide the content, information, external links and visibility in search engines.

2. Silkmoth's and the Customer's initial obligations

2.1 Silkmoth will produce the Specification.

2.2 The Customer shall provide to Silkmoth forthwith upon Silkmoth's request all information and documents requested by Silkmoth to enable it to perform the Development Work.

2.3 If the Customer requests an amendment to the Specification to take account of any application, function or performance criteria not specified in the initial Specification, or to delete any application, function or performance criteria specified in the initial Specification, then Silkmoth shall decide whether or not to accept the amendment. If Silkmoth does decide to accept the amendment, then it shall be entitled to make such revision to the Timetable and the Charges as it shall in the circumstances

reasonably judge necessary. If Silkmoth decides not to accept the amendment, then it will notify the Customer of the reasons for its decision.

3. Delivery

Silkmoth shall use reasonable endeavours to deliver the Deliverables to the Customer by the date agreed between the parties or as soon thereafter as is reasonably possible.

4. Acceptance

4.1 When Silkmoth is nearing completion of the writing of the Deliverables, it will deliver a test version of the Deliverables to the Customer.

4.2 The Customer shall test the Deliverables to review their functionality and to test for the presence of bugs and errors and notify Silkmoth of any changes which it wishes Silkmoth to make to the Deliverables. If the Customer does not notify Silkmoth of any such changes within 10 Working Days from the delivery of the test version, the Customer shall be deemed to have accepted the Deliverables.

4.3 If the changes requested by the Customer are not contained in the Specification, Silkmoth shall have the right to make an Additional Charge in order to carry out the changes.

4.4 The procedure described in this Condition 4 shall be repeated until the Customer confirms in writing that its accepts the Deliverables or the Customer is deemed to have accepted the Deliverables in accordance with this Condition 4.

4.5 The Customer shall not be entitled to refuse to accept the Deliverables due to a minor defect which does not have a material effect on their commercial functionality.

4.6 If at any time the Customer shall commence live running of the whole or any

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part of the Deliverables (as distinct from testing) then the Customer shall be deemed to have accepted the Deliverables.

5. Payment and expenses

5.1 The Charges shall be paid by the Customer in accordance with the Payment Terms.

5.2 Silkmoth shall be entitled to increase the Licence Fee and/or Website Hosting Charges and/or other charges not more than once in every successive period of 12 months upon giving not less than one calendar month's written notice thereof to the Customer. If the Customer does not notify Silkmoth that it objects to the increase within 10 Working Days of the date of such notice, the Customer shall be deemed to have accepted the increase. If the Customer does notify Silkmoth within that period that it objects to the increase, then Silkmoth shall have the right to terminate the Contract as from the date on which the increase was due to take effect.

5.3 If at any time the Customer fails to pay the Licence Fee or the Website Hosting Charges or any further fees payable in accordance with the Payment Terms, then Silkmoth may by written notice to the Customer suspend the Licence and the provision of the Website Hosting Service and work on SEO provision forthwith.

5.4 Additional Charges (if any) shall be levied by Silkmoth monthly in arrears.

5.5 All fees and charges payable pursuant to these Conditions shall be payable without any set-off or deduction or any other form of withholding (unless otherwise required by law) and are exclusive of VAT which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.

5.6 If any sum payable under these Conditions is not paid in accordance with the Payment Terms then (without prejudice to Silkmoth's other rights and remedies) Silkmoth reserves the right to charge interest on such sum on a day to day basis (as well after as before any judgment) from the date or last date for payment thereof to the date of actual payment (both dates inclusive) at the rate of 4 per cent above the base rate of Barclays Bank plc from time to time in force compounded quarterly. Such interest shall be paid by the Customer to Silkmoth on demand by Silkmoth.

6. Grant of licence

6.1 Subject to these Conditions and in consideration of the payment by the Customer to Silkmoth of the Development Charge and the Licence Fee in accordance with Condition 5, Silkmoth grants to the Customer a non-exclusive non-transferable licence to make Permitted Use of the Deliverables in accordance with these Conditions from the Actual Delivery Date until the Licence and/or Contract is terminated in accordance with Condition 13.2.

6.2 The Customer shall:

6.2.1 not use the Deliverables other than for the Permitted Use;

6.2.2 not, save solely for the purposes expressly permitted by and in accordance with s.296A(l) CDPA and s.50B(2) CDPA copy, adapt or decompile the whole or any part of the Deliverables and in the event that such decompilation or copying is carried out by the Customer pursuant to s.296A(l) or s.50B(2) CPDA all rights in any resultant source code shall belong exclusively to Silkmoth subject to a non-exclusive non-transferable free licence for the Customer to be able to refer to that source code for the purposes of 550B(2) CDPA only on condition that no disclosure of it is made to any third party;

6.2.3 not remove or alter any copyright, trade mark or other proprietary notice or mark (whether human-readable or machine-readable) on any of the Deliverables;

6.2.4 not provide or make available to any third party whether as a gift or for any consideration of any sort any information or knowledge of which it is informed or which it

deduces about or relating to the Deliverables;

6.2.5 reproduce on any copy (whether in machine-readable or human-readable form) of the Deliverables Silkmoth's copyright and trade mark notices;

6.2.6 maintain an up-to-date written record of the number of copies of the Deliverables and their location and upon request forthwith produce such record to Silkmoth;

6.2.7 notify Silkmoth immediately if the Customer becomes aware of any unauthorised use of the whole or any part of the Deliverables by any third party.

6.3 The Customer shall inform all relevant employees, agents and sub-contractors that the Deliverables contain confidential information of Silkmoth and that all Intellectual Property Rights therein are the property of Silkmoth and the Customer shall take all such steps as shall be necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this Condition 6.

7. Customer's obligations

7.1 The Customer will ensure that the Content will at all times during the continuance of the Contract comply with all such laws, rules, codes of practices and regulations and will not be defamatory, obscene, blasphemous, will not breach any other applicable laws, statutes, regulations or rules of any Authority and will not infringe the Intellectual Property Rights of any third party. The Customer acknowledges and agrees that this is the Customer's responsibility.

7.2 The Customer shall operate the Website in accordance with all relevant laws and regulations relating to the protection of personal data including without limitation the General Data Protection Regulation (GDPR) (EU) 2016/67998. The Customer acknowledges and agrees that it is the Customer's responsibility to ensure that its use of the Website complies with such laws and regulations.

7.3 The Customer warrants that the use by Silkmoth of any information or material supplied by the Customer for the purpose of enabling Silkmoth to prepare and write the Deliverables does not infringe the Intellectual Property Rights of any third party.

7.4 The Customer shall indemnify and keep indemnified Silkmoth against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any breach of the Customer's obligations under the Contract and the Customer's warranties contained in these Conditions.

8. Website Hosting Service

8.1 Following the Commencement Date, and if stated in the Contract Particulars, Silkmoth undertakes that it will use its reasonable endeavours to host the Website.

8.2 Silkmoth undertakes that whenever possible, any significant maintenance of the server and the hardware and software infrastructure on which the Website is located shall be undertaken outside Working Hours. However, Silkmoth reserves the right to carry out any emergency maintenance work at any time, giving to the Customer as much warning as reasonably possible.

8.3 Silkmoth shall, on request by the Customer, promptly use reasonable endeavours to suspend availability of the Website over the Internet. Silkmoth shall likewise, on request by the Customer, promptly use reasonable endeavours to resume the provision of access to the Website following such suspensions.

8.4 Silkmoth undertakes to establish and maintain reasonable safeguards against the destruction, loss or unauthorised alteration of the Website, and shall institute reasonable security procedures to restrict the destruction, corruption or unauthorised access to the Website, data and data files, including back-up material.

8.5 Silkmoth will maintain and use appropriate virus-protection procedures and software in connection with the Website.

8.6 The Customer undertakes to:

8.6.1 comply with Silkmoth's rules and requirements from time to time and acknowledges and agrees that Silkmoth is entitled at any time and without notice to remove the Website from Silkmoth's server and/or bar access to the same in the event of any violation or alleged or suspected violation of such rules and requirements or if otherwise authorised so to do by a competent Authority;

8.6.2 use the Website in accordance with Silkmoth's instructions and only for the Permitted Use;

8.6.3 as far as practicable keep full security copies of all data processed by the Website in accordance with best computing practice;

8.6.4 ensure that all its staff who use the Website are properly trained in respect of such use;

8.6.5 refrain from:

8.6.5.1 sending mass unsolicited communications ("spam");

8.6.5.2 sending Malicious Code or other disruptive programs or devices;

8.6.5.3 pirating or otherwise illegally copying software or other proprietary material;

8.6.5.4 violating the security of any website or engaging in unauthorised decryption of protected material.

8.7 If the Customer shall fail to comply with any of the provisions set out in Condition 8.6, then Silkmoth may on written notice forthwith suspend the provision of the Website Hosting Service until such failure has been remedied (if it is capable of remedy). If the breach is not capable of remedy, Silkmoth shall have the right to terminate the Contract either in whole or in relation to the provision of the Website Hosting Service.

8.8 The Customer acknowledges and agrees that Silkmoth may be required by an Authority to monitor the Content and Website traffic and if necessary give evidence of the same together with use of the

Customer's login details to support or defend any dispute or actionable cause or matter which arises in relation to the same.

9. Intellectual Property Rights

9.1 The Customer acknowledges that any and all of the Intellectual Property Rights created, developed or subsisting in the Deliverables are and shall remain the sole property of Silkmoth.

9.2 In the event that new inventions, designs or processes evolve in performance of or as a result of the Development Work and/or the Website Hosting Service, the Customer acknowledges that the same shall be the property of Silkmoth.

9.3 The Customer shall indemnify Silkmoth on a full indemnity basis against all liabilities, costs and expenses which Silkmoth may incur as a result of work done in accordance with the Customer's requirements involving infringement of any Intellectual Property Rights.

10. Warranty

10.1 Subject to the limitations upon its liability set out in Condition 11 Silkmoth warrants that:

10.1.1 it will carry out the Development Work and perform the Website Hosting Service and all other services with reasonable care and skill; and

10.1.2 its title to and property in the Deliverables is free and unencumbered.

10.2 The Customer shall give written notice to Silkmoth as soon as it is reasonably able upon becoming aware of a breach of warranty.

10.3 Without prejudice to the foregoing Silkmoth does not warrant that the operation of the Deliverables will be uninterrupted or error free.

10.4 The Customer acknowledges and agrees that:

10.4.1 it is the Customer's responsibility to implement its application of the Deliverables

together with any other software and hardware selected by the Customer in combination to meet its requirements;

10.4.2 the Deliverables cannot be tested in every possible combination and operating environment, and that it is not possible to produce economically (if at all) computer software or websites known to be error-free or which operate in an uninterrupted manner;

10.4.3 websites and computer software in general including the Website are not error, fault or bug free nor secure from persons wishing to misuse, tamper with, erase, alter or in any other way corrupt websites, and the data, information and records they display, retrieve, collate, transfer or disseminate may be affected by such occurrences and the Customer agrees with Silkmoth that Silkmoth shall have no liability to anyone for any such occurrences arising in respect of or in relation to the Website.

10.5 In consideration of the payment by the Customer of the support fee specified in the Contract Particulars, in the event that the Customer discovers an Inadequacy and notifies Silkmoth with full details of the Inadequacy within the support period specified in the Contract Particulars Silkmoth shall use reasonable endeavours to correct that Inadequacy within a reasonable period of time. Silkmoth may also, at its discretion, agree to carry out minor changes to the Deliverables if so requested by the Customer. Silkmoth reserves the right to make an Additional Charge for any change to the Deliverables which is not a correction of an Inadequacy. Any amended or replacement Deliverables supplied in the course of correcting an Inadequacy shall become part of that Deliverable.

10.6 Notwithstanding anything to the contrary set out in these Conditions, if an Inadequacy has been caused by the Customer's breach or non-performance of any of these Conditions then Silkmoth shall have no liability to the Customer.

10.7 Subject to the foregoing all conditions warranties terms and undertakings express or implied statutory or otherwise in respect of the implementation of the Development Work, the provision of the Deliverables or the performance of the Website Hosting Services or any other services are hereby excluded to the fullest extent permitted by law.

11. Limitation of Liability

11.1 The following provisions set out Silkmoth's entire liability to the Customer in respect of:

11.1.1 any breach of its contractual obligations arising under the Contract; and

11.1.2 any representation statement or tortious act or omission including negligence arising under or in connection with the Contract.

AND THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CONDITION 11.

11.2 Any act or omission on the part of Silkmoth falling within Condition 11.1 shall for the purposes of this Condition 11 be known as an "Event of Default".

11.3 Silkmoth's liability to the Customer for death or injury resulting from its own or its employees' negligence shall not be limited.

11.4 The Customer's sole remedy against Silkmoth for any failure of any part of the Deliverables to comply with its Specification shall be to require Silkmoth to correct such failure, free of additional charge and within a reasonable time.

11.5 Notwithstanding anything else in these Conditions Silkmoth's entire liability for the time being in respect of all Events of Default shall be limited to damages of an amount equal to:

11.5.1 £200,000 in the case of damage to the tangible property of the Customer resulting from the negligence of Silkmoth or its employees; and

11.5.2 in the case of any other Events of Default 125% of any sums paid by the Customer to Silkmoth in respect of the goods

or services supplied under the Contract in the previous twelve months.

11.6 Subject to Condition 11.3, Silkmoth shall not be liable to the Customer for loss of profits, loss of data, goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Silkmoth had been advised of the possibility of the Customer incurring the same.

11.7 If a number of Events of Default give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim.

11.8 The Customer hereby agrees to afford Silkmoth not less than 40 Working Days in which to remedy any Event of Default hereunder.

11.9 Except in the case of an Event of Default arising under Condition 11.3 Silkmoth shall have no liability to the Customer in respect of any Event of Default unless the Customer shall have served notice of the same upon Silkmoth within 6 months of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware.

11.9 Nothing in this Condition 11 shall confer any right or remedy upon the Customer to which it would not otherwise be legally entitled.

12. Confidentiality and Non-Poaching

12.1 The Customer shall:

12.1.1 keep confidential all information (written or oral) concerning the business and affairs of Silkmoth that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of the Contract including without limitation all information contained or embodied in the Deliverables and in any specifications and documentation relating to

the Deliverables and all information conveyed to the Customer by training (the "Information"); and

12.1.2 not without Silkmoth's written consent disclose the Information in whole or in part to any other person.

12.2 The provisions of Condition 12.1 shall not apply to the whole or any part of the Information to the extent that it is trivial or obvious, already in the Customer's possession other than as a result of a breach of this Condition 12 or in the public domain other than as a result of a breach of this Condition 12.

12.3 The Customer shall make all relevant employees, agents and sub-contractors aware of the confidentiality of the Information and the provisions of this Condition 12 and without prejudice to the generality of the foregoing to take all such steps as shall from time to time be reasonably necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this Condition 12.

12.4 The Customer hereby undertakes to Silkmoth that during the currency of the Contract and for the period of twelve months following its termination or expiry it will not directly or by its agent or otherwise and whether for itself or for the benefit of any other person induce or endeavour to induce any officer or employee of Silkmoth to leave his employment.

12.5 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of the Contract.

13. Term and Termination

13.1 The Contract shall continue in force for the minimum term (if any) specified in the Contract Particulars (the "Minimum Term") and thereafter unless and until it is terminated in accordance with the provisions of this Condition 13.

13.2 The Contract (including, subject to the provisions of Condition 6.1, the Licence) may be terminated:

13.2.1 forthwith by Silkmoth if:

13.2.1.1 the Customer fails to pay any sum due to Silkmoth within 10 Working Days of the due date therefor;

13.2.1.2 the Customer shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors generally or if the Customer shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Customer or if the Customer goes into administration (otherwise than for the purpose of an amalgamation or reconstruction);

13.2.1.3 the Customer sells or disposes of in any way the whole or any substantial part of its business by one or a series of transactions; or

13.2.1.4 Silkmoth is prevented from performing its obligations under the Contract due to an Event of Force Majeure.

13.2.2 forthwith by either party if the other commits any material breach of any of these Conditions and which (in the case of a breach capable of being remedied) shall not have been remedied within 20 Working Days of a written request to remedy the same;

13.2.3 forthwith by Silkmoth in accordance with Condition 8.7;

13.2.4 by either party giving to the other party written notice at least equal to the Notice Period specified in the Contract Particulars, such notice not to expire before the expiry of the Minimum Term.

13.3 Any termination of the Contract pursuant to this Condition 13 shall be without prejudice to any other rights or remedies either party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of Condition 12 or any other provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

13.4 Within 10 Working Days of the termination of the Licence (howsoever and by whomsoever occasioned) the Customer shall at Silkmoth's sole option either return all copies of the Deliverables in its possession or control or shall destroy all copies of the Deliverables in its possession or control and the Customer shall certify in writing to Silkmoth that the Customer has complied with its obligation as aforesaid.

13.5 If Silkmoth validly terminates the Licence in accordance with this Condition 13 and the Customer fails to comply with its obligations under Condition 13.4, then Silkmoth shall have the right to disable the Software and to make the Website inaccessible over the Internet.

14. Assignment and Third Party Rights

14.1 The Customer shall not be entitled to assign or otherwise transfer the Contract or the Licence nor any of its rights or obligations thereunder or hold the benefit of the Contract or the Licence in trust for any other person without the prior written consent of Silkmoth such consent not to be unreasonably withheld.

14.2 Silkmoth shall be entitled to sub-contract or delegate the whole or any part of its obligations under the Contract.

14.3 Notwithstanding anything to the contrary contained in these Conditions, it is the intention of the parties that nothing in these Conditions shall confer on any third parties any rights or benefits under the Contract.

15. General

15.1 Silkmoth shall not be liable for any breach of its obligations hereunder resulting from an Event of Force Majeure.

15.2 Time for delivery of the Specification and the Deliverables and any modifications to the same shall not be of the essence and Silkmoth shall incur no liability to the Customer in respect of any failure to complete the Development Work, deliver the Deliverables, provide the Website Hosting Service or any other services by any date agreed between the parties.

15.3 The waiver by either party of a breach or default of any of the provisions of these Conditions by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

15.4 Any notice request instruction or other document to be given hereunder shall be delivered or sent by first class post or by facsimile transmission (such facsimile transmission notice to be confirmed by letter posted within 12 hours) to the address or to the facsimile number of the other party set out in the Contract Particulars (or such other address or numbers as may have been notified).

15.5 If any provision of these Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of these Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

15.6 These Conditions and the Contract Particulars together represent the entire understanding between the parties in relation to the subject matter hereof and supersede all agreements made by either party whether oral or written. The Customer acknowledges that in entering into the Contract it has not relied on any warranty, representation, undertaking or agreement other than those contained or referred to in these Conditions or the Contract Particulars. Nothing in this Condition 15.6 shall exclude or limit Silkmoth's liability to the Customer in respect of any fraudulent misrepresentation or warranty fraudulently given and upon which the Customer can prove it has placed reliance.

15.7 The Contract shall be binding upon and endure for the benefit of the successors in title of the parties hereto.

15.8 Nothing in this Agreement shall create a partnership, agency, joint venture or relationship of employer and employee between the parties.

15.9 These Conditions, the Licence and the Contract shall be governed by and construed in accordance with English law and the Courts of England and Wales shall have exclusive jurisdiction.

16. Definitions

In these Conditions unless the context otherwise requires the following expressions shall have the following meanings:

Expression	Meaning
"Acceptance Date"	the date that the Customer accepts (or is deemed to accept) the Deliverables in accordance with Condition 4;
"Actual Delivery Date"	the actual date that the Deliverables are delivered by Silkmoth in accordance with Condition 3;

Expression	Meaning
"Additional Charges"	the charges payable by the Customer to Silkmoth at Silkmoth's standard prevailing rates from time to time for work undertaken on a time and materials basis together with all expenses incurred;
"Authority"	any governmental, regulatory or administrative body, agency or authority, any arbitrator or any public, private or industry regulatory authority or a judicial or quasi-judicial authority, whether international, national or local;
"CDPA"	the Copyright, Designs and Patents Act 1988;
"Charges"	the charges set out in the Contract Particulars;
"Conditions"	these Terms and Conditions or any of them;
"Content"	the content of the Website being all images, displays, menus, pages, sounds or data accessible by WWW users;
"Contract"	the contract for the provision of the Development Work, the provision of the Website Hosting Service and/or the provision of any other services (as applicable);
"Contract Particulars"	the particulars prepared by Silkmoth and signed by the Customer setting out the goods and services to be supplied by Silkmoth pursuant to the Contract;
"the Deliverables"	in the case of website development services the Website to be designed and written by Silkmoth as specified in the Contract Particulars but excluding the Content;
	in the case of SEO services the content, directory submission, link building and measurement and reporting;
"Development Work"	the bespoke website development work as described in the Contract Particulars to be undertaken by Silkmoth pursuant to these Conditions;
"Event of Force Majeure"	causes beyond the reasonable control of Silkmoth including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials requirements or regulations of any civil or military authority;
"Inadequacy"	a failure by any of the Deliverables to comply with its Specification, having regard to the content of the Specification as at the Acceptance Date;
"Intellectual Property Rights"	any and all copyrights, moral rights, related rights, patents, supplementary protection certificates, petty patents, utility models, trade marks, trade names, service marks, design rights, database rights, semi conductor topography rights, domain name rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar intellectual property rights (whether registered or not) and applications for any such rights as may exist anywhere in the world;
"Licence"	the licence for the Customer to use the Deliverables granted pursuant to Condition 6;

Expression	Meaning
"Licence Fee"	the fee payable by the Customer to Silkmoth in consideration of the Licence, as specified in the Contract Particulars;
"Malicious Code"	any virus, worm, Trojan horse or any other destructive or contaminating program;
"Payment Terms"	the intervals and dates for the payment of the Charges, as set out in the Contract Particulars;
"Permitted Use"	the use of the Deliverables for the Customer's own business purposes;
"Silkmoth"	Silkmoth Limited (Company Number 04204791) whose registered office is at Charter House, Charter Way, Macclesfield, Cheshire SK10 2NG and includes Silkmoth's duly appointed representatives or agents;
"Specification"	the written specification of each of the Deliverables to be prepared by Silkmoth as the same may be altered from time to time pursuant to Condition 2 and any related documents such as notes of meetings or telephone conversations, or exchanges of correspondence;
"Timetable"	the timetable for the performance of the obligations of Silkmoth and the Customer under the Contract as the same shall be agreed between the parties;
"VAT"	value added tax as defined by and payable in accordance with the Value Added Taxes Act 1994;
"Website"	the website specified in the Contract Particulars to be designed and written by Silkmoth which shall include for the avoidance of doubt any software designed or written by Silkmoth;
"Website Hosting Service"	the services described in Condition 8;
"Working Day"	any day on which the clearing banks in the City of London are open for business (excluding 25 December to 1 January (inclusive));
"Working Hours"	the hours 9.00 am to 5.00 pm on any Working Day;
"WWW"	the world wide web.

16.2 Reference to a statute or statutory provision includes a reference to it as from time to time amended, extended or re-enacted.

16.3 Words denoting the singular number only include the plural and vice versa.

16.4 Unless the context otherwise requires, reference to a Condition is a reference to one of these Conditions.

16.5 The headings in these Conditions are inserted for convenience only and do not affect its construction.

16.6 Any reference to any of the parties hereunder includes their successors in title and assigns.