



Lanx World Terms and Conditions

Document updated 08/03/2025

Terms & Conditions of Business

These Conditions shall govern the Contract between (1) Lanx World trading as Lanx World and (2) the Client to the exclusion of all other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or a course of dealing. Lanx World may agree variations to these terms but such variations must be in writing and signed by Lanx World. A variation of these terms cannot be inferred from a course of behaviour.

In these Conditions, the following definitions shall apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business

Client: the person, firm or company who purchases Services from Lanx World

Conditions: these terms and conditions

Contract: the Contract between Lanx World and the Client for the supply of goods and services in accordance with these Conditions

Contract Fee: all fees and expenses due to Lanx World from the Client in accordance with the Contract as set out in the Specification

Inappropriate Content: material which is obscene, indecent, pornographic, seditious, offensive, defamatory threatening, liable to incite racial hatred menacing, blasphemous or in breach of any third-party intellectual property rights (Inappropriate Content)

Intellectual Property (Rights): patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Procured Service: services procured from third parties by Lanx World on behalf of the Client as part of the Service

Service(s): the services supplied by Lanx World in accordance with the Specification

Specification: the description or specification of the services provided in writing by Lanx World to the Client

Lanx World: Lanx World is a partnership between David Langston and Alex Langston. The office is at 2 Hillside Villas, North Street, Wincanton, Somerset, BA9 9AU.

1. The contract

1. Lanx World provides web design, web and application development, email marketing, search engine optimisation services, artwork design for print and other website services relating to the marketing, advertising and promotion of the Client's goods and/or services and the Client's brand and corporate identity and will:-
 1. on request pitch for such work ; and/or
 2. provide such advice in accordance with a Specification.
2. Lanx World will provide the Service with reasonable skill and care in accordance with the Specification unless prevented by circumstances beyond its reasonable control.
3. The Client shall notify Lanx World within 7 days of delivery in relation to any complaint about the quality of the Service. In the absence of such notification the Client shall be deemed to have accepted the quality of the Service.
4. A binding Contract for the provision of the Service (incorporating these terms), will be made when Lanx World confirms in writing (which for the avoidance of doubt includes email) the instructions received from the Client in the form of the Specification.
5. Lanx World will accept and act upon instructions communicated to it by any means by the Client and/or its representative, agents or authorised persons and it is not obliged to seek verification of such instructions.
6. During the course of the Service, Lanx World and/or the Client may suggest variations to the Specification including delivery times and specification for the Service. Such modifications must be agreed by Lanx World and the Client and recorded in writing. Lanx World reserves the right to charge the Client additional fees and expenses for any modification to the Service.
7. All original artwork produced by Lanx World as part of the Service remains the property of Lanx World unless expressly agreed in writing to the contrary and shall be returned undamaged and unmarked.

2. Client's obligations

1. The Client shall be solely responsible for providing Lanx World with all necessary information concerning its goods and services, the Service, the

market and generally. Lanx World shall not be responsible for any shortcomings in such information. The Client accepts that its knowledge and experience in its industry sector and of its goods/services is vital in this regard.

2. Any advertising material supplied by or on behalf of the Client must comply with all trade description advertising rules and regulations and consumer protection legislation and any other applicable laws, regulations or third-party rights and will not include Inappropriate Content. The Client shall remain responsible for all content provided by or on its behalf (including content created by Lanx World including but not limited to blogs and social media posts). The Client agrees to indemnify Lanx World against all damages, losses and expenses as a result of any action or claim that the content constitutes Inappropriate Content.
3. The Client acknowledges that Lanx World has no control over any content placed on the Client's website by visitors, particularly via social media, and further acknowledges that Lanx World does not purport to monitor content of the website.
4. The Client shall be responsible for providing all necessary permissions, licences and consents which may be required for the provision of the Service unless Lanx World has expressly agreed in writing to be responsible.
5. The Client warrants that it either owns or holds the necessary licences in respect of the materials supplied by it or on its behalf to Lanx World in connection with the provision of the Service and shall indemnify Lanx World against all costs, claims, liabilities and direct or indirect losses if this is not the case.
6. While the Service includes the provision of direct mailing services, the Client is responsible for complying with the terms and conditions of the data supplier in relation to the use of mailing lists obtained.
7. The Client will be responsible for supplying all text and image copy requested by Lanx World in a timely manner. The Client acknowledges that any delay in providing the required copy to Lanx World will delay the completion of the Service. Failure by the Client to provide such information and copy within 12 months from the date the Service was entered into shall entitle Lanx World to cease provision of the Service without further notice to the Client. If the Client wishes to recommence the Service, Lanx World shall be entitled to provide a new quote.
8. Where Lanx World provides content for approval by the Client, the Client must promptly raise any objections in writing. Failure to provide any objection within a reasonable period shall entitle Lanx World to publish the content. For the avoidance of doubt, all content remains the responsibility of

the Client in accordance with clause 2.2 and Lanx World's liability shall be limited in accordance with clause 20.

3. Fees

1. The fee for the Service includes studio costs and fees (plus additional charges for extras and modifications), sub-contractor and supplier costs contracted by Lanx World in connection with the Service and all reasonable expenses including materials, travelling and accommodation expenses, courier fees, printing costs and electronic costs including a handling charge in relation to such expenses and is exclusive of VAT and local tax (the Contract Fee).
2. Any estimate given for the whole or any part of the Contract Fee is based upon information available to Lanx World at the time and shall remain valid for 2 months and is given in good faith and shall be treated as an estimate only and all errors and omissions shall be accepted.
3. Lanx World reserves the right to make an additional charge to the Client when it becomes necessary to work unsociable hours to meet the delivery times required by the Client although whenever it is practicable to do so this will be drawn to the attention of the Client before such work is undertaken.
4. All work specifically requested by the Client to be carried out outside of regular office hours will be charged at double the standard hourly rate.
5. Lanx World reserves the right to make reasonable changes to the Contract Fee to reflect increases to cost of production that would not reasonably have been anticipated at the time the Contract Fee was estimated.
6. Lanx World reserves the right to change its current rates for all preliminary and/or experimental work undertaken at the request of the Client and not included in any estimate of the Contract Fee.
7. The Client must contact Lanx World concerning any queries with an invoice within 5 working days of the date of the invoice.
8. Payment of the Contract Fee shall be made by BACS in pounds sterling within 7 days of the date of the invoice or via Direct Debit, as appropriate, unless otherwise stated. Failure to pay invoices or maintain Direct Debits in accordance with this clause shall entitle Lanx World to cease providing the Service without further notice and/ or place a holding page on the website until full payment of all outstanding invoices is received. Any Contract Fee invoices that remain unpaid after 30 days, Lanx World shall be entitled to charge interest and claim the costs of admin fees and recovery and statutory compensation on overdue sums. Interest will be calculated from the invoice date to the date of payment. Irrespective of the Client's instructions and without waiving any of its rights under these Conditions, Lanx World reserves

the right to apply any payments received from the Client to any outstanding invoice or part of the Contract Fee.

9. The Client may not withhold payment of any part of the Contract Fee or any expenses or other monies due to Lanx World, by reason of claims or alleged claims against Lanx World unless the amount to be withheld has been agreed in writing by Lanx World as due to the Client or has been awarded in adjudication, arbitration or litigation in favour of the Client in relation to the same project but where a claim is based on fraud all rights of deduction or set off are excluded.
10. The title or licence to use any property or any intellectual property forming part of the Service shall pass to the Client when and only when the full Contract Fee for the Service has been received by Lanx World in cleared funds.
11. Where the Contract Fee is quoted in stages then each stage shall be under these Terms and Conditions and Lanx World shall be entitled to require up to 50% of the estimated Contract Fee for each stage to be paid in advance.
12. For new business, Lanx World may, at its discretion, require up to 50% of the total estimated Contract Fee to be paid in advance and will not commence work until this has been received.
13. Lanx World reserve the right to invoice the Client for third party costs prior to commissioning and Lanx World reserves the right to wait until such costs have been paid before commencing work.
14. Lanx World reserves the right to withhold final delivery of the Service until the Contract Fee has been paid in full.
15. The Client shall pay Lanx World any expenses incurred by or in connection with the recovery of monies owed by the Client to Lanx World.

4. Delivery

1. The delivery times of the Service stated by Lanx World in the Specification are reasonable estimates. Lanx World will use its reasonable endeavours to meet Client timescales but such dates shall be estimates only and time shall not be of the essence unless expressly agreed in writing.
2. The Client recognises that for Lanx World to be able to perform their Services in a timely fashion and to meet any agreed timetable the Client must also respond to enquiries, provide requested information, copy etc. and deal promptly with the signing off and approval of materials submitted to it. The Client acknowledges that if it fails to do this then Lanx World cannot be expected to perform the Service within the agreed period of time.

5. Intellectual property

1. The copyright of Lanx World and that secured from its sub-contractor, in literary, musical and artistic work, including specifications, designs, drawings, illustrations, texts, scores, photographs, films and music whether stored or displayed physically or electronically and on whatever medium, and design right in designs and goods (the Intellectual Property), in the final design chosen for implementation by the Client shall pass to the Client absolutely subject only to the restrictions in clauses 5.3 and 5.4.
2. For the avoidance of doubt, all Intellectual Property Rights and any work arising from the Service that is not part of the final work selected by and delivered to the Client for implementation or in anything used or developed within the Service (such as rights and computer programmes, systems, lists, databases, schedules, documents or otherwise) shall, unless Lanx World expressly agree otherwise in writing, remain with Lanx World and the Client shall have no interest whatsoever therein.
3. The Client will allow Lanx World the unrestricted right to use the Intellectual Property Rights passing to the Client in any aspects that are common placed in the design of work of the same nature as that undertaken for the Client.
4. The Client agrees that unless it shall first obtain with prior written approval of Lanx World, it shall not use or exploit the work created for it by Lanx World outside of the market sector and territory envisaged by the agreed brief.
5. Where Intellectual Property Rights in any aspect of the final selected work are reserved to Lanx World then Lanx World will grant to the client a non-exclusive licence therein for the purpose of using or exploiting the work for the purpose envisaged by the Specification.

6. Licensing of intellectual property and third-party software

1. Lanx World will retain all Intellectual Property Rights in relation to the computer software (including any code) developed for the Client during the Service.
2. Lanx World may use licenced software in the provision of the Service. Any such use is personal to Lanx World and it may be necessary for the Client to obtain its own licence. In such circumstances, Lanx World will when expressly agreed as part of the Service advise upon the licence required and use its reasonable endeavours to assist the Client to obtain the relevant licence.
3. Lanx World is not liable for the costs thereof or the failure of the Client to hold any necessary licence.
4. Lanx World may use open source software in the provision of the Service. Lanx World will not grant any licence or give any warranty in respect of such software.

7. Reservation of technical and artistic concepts

1. Lanx World will not infringe the rights granted to the Client by clause 5.1 but reserves exclusive right to use all other designs, software, concepts, ideas or Intellectual Property developed during the course of the Service.

8. Multi designs

1. If more than one design is chosen by the Client and this was not provided for in the agreed brief an additional fee may be payable by the Client.

9. Sub contractors' intellectual property

1. Lanx World will use reasonable endeavours to procure for the Client an exclusive licence of all Intellectual Property of its sub contractors.
2. Clients are reminded that illustrators, photographers, musicians and copyrighters usually retain ownership of the original work and may demand its return undamaged although this should not restrict the Client's use within the negotiated usage rights.

10. Originality

1. Lanx World warrants that its own design is original and that it will not knowingly or negligently infringe the right to Intellectual Property of a third party but (unless expressly agreed to the contrary in writing) is under no obligation to make any service or enquiry in this respect, and therefore it shall have no liability to the Client in respect of any infringement or alleged infringement of intellectual property or passing off.

11. Photography

1. For the avoidance of doubt, where the Service includes photography, the Client's use of such photography will be a copyright licence basis only unless otherwise agreed in writing.

12. Moral rights

1. Lanx World hereby reserves its moral rights in the work created during the Service.
2. The Client shall identify Lanx World as author of the work as directed by Lanx World.

13. Materials and Subcontractors

1. If the Service includes Procured Service then Lanx World will in accordance with the Specification advise on and procure third parties that Lanx World reasonably considers are appropriate for the Service.

2. Lanx World will assign to the Client the benefit of all contractual and implied warranties and guarantees relating to the Procured Service and shall have no further liability whatsoever in relation to the Procured Service.
3. The Client will be solely responsible for actions and claims against any contractor or subcontractor and shall indemnify Lanx World therefrom.

14. Cancellation of Contract

1. The Client shall be entitled to cancel the Service at any time upon 30 days' notice.
2. Lanx World shall be entitled to terminate the Contract immediately if any part of the Contract Fee is outstanding (though not formally disputed) 30 days after the due date, where any Direct Debit lapses without Lanx World's prior agreement, if the Client shall go into liquidation, receivership or equivalent (or if proceedings are issued in relation thereto) or if it shall enter into an agreement with its creditors. Lanx World shall also be entitled to terminate the contract where information or copy has not been provided within 12 months in accordance with clause 2.7.
3. Lanx World reserves the right to terminate the Contract immediately if, in its reasonable opinion, the continuing involvement with the Client or the Service might be damaging to the goodwill and reputation of Lanx World.
4. On termination of the Contract for any reason, the Client shall immediately pay to Lanx World all outstanding invoices and amounts due in respect of the Contract Fee (including any invoices raised following termination of the Contract which relate to the Service up to the date of cancellation). For the avoidance of doubt, sums due to Lanx World on termination of the Contract shall be not less than 50% of the Contract Fee.
5. Subject to the payment to Lanx World of all sums due in accordance with clause 14.4, the Client shall be entitled to select, and receive Intellectual Property Rights in accordance with clause 5, in one of the designs that has been presented to the Client prior to the date of termination but for the avoidance of doubt, in such circumstances, no right or interest in any software source files shall pass to the Client. All materials relating to any other designs presented by Lanx World shall be returned forthwith. For the avoidance of doubt, unless a minimum of 50% of the Contract Fee has been paid to Lanx World the Client shall receive no rights in respect of any design, materials or Intellectual Property.

15. Duty of confidentiality

1. Each party will use its best endeavours to preserve the confidential information of the other and will comply with the other's reasonable

requirements in this regard. The Client recognises that Lanx World's methods of working and pricing structures are proprietary and not generally in the public domain.

2. Lanx World rely upon the Client to inform it if any information or material produced to Lanx World in connection with the provision of the Service is particularly confidential and, where appropriate, all such materials supplied to Lanx World shall be marked accordingly.
3. Each party shall comply with the obligations under the Data Protection legislation relating to the use and storage of personal information.

16. Hosting

1. Where the Service to be provided by Lanx World requires there to be hosting arrangements then one of the following shall apply: -
 1. Option A – Using a third-party ISP to host. If Lanx World has agreed as part of the Service to recommend an ISP to host the work, Lanx World will use reasonable care in doing so and to ensure that any specific requirements of the Client can be accommodated by such ISP, that Lanx World will not be liable for the performance of any Services of such ISP.
 2. Option B – Lanx World to manage ISP relationship. As part of the Service, Lanx World shall be responsible for choosing an appropriate ISP to host the work and whilst the Client will contract directly with the ISP, Lanx World shall, as part of the Service, manage the relationship with the ISP to ensure the smooth operation and to maximise the accessibility of the work.
 3. Option C – Lanx World to host. As part of the Service and unless the Client notifies Lanx World otherwise, Lanx World shall be responsible itself for hosting the work on the standard hosting terms of Lanx World.
 4. Option D – Client to make its own hosting arrangements. The Client shall make its own arrangements for hosting the work and shall take full responsibility of the operation and accessibility of the work. Lanx World agrees to give the Client all reasonable assistance in uploading the work onto the hosting server.
2. Website hosting, email hosting and domain registrations
 1. Acceptable usage
 1. The Internet is a powerful information and entertainment tool, and Lanx World expects the Client to use the Internet with respect, courtesy, and responsibility, giving due regard to the

rights of other Internet users. Lanx World reserve the right to suspend website hosting services for any Clients found to be adding offending content to their websites. Lanx World will always inform the Client when and why any action has been taken. The following are unacceptable uses:-

1. Illegality in any form, including but not limited to the unauthorised distribution or copying of copyrighted software or other data, harassment, fraud, or trafficking in obscene material.
2. Inappropriate Content – Certain types of content are not permitted on the Lanx World server. Lanx World does not allow the hosting of any pornographic or adult content or any content relating to hacking. Content containing the promotion of hunting or blood sports, including links to and adverts for hunting events, meetings, organisations, groups and bodies is forbidden on our servers. Cracking, Warez and IRC is not allowed. Software downloads may only be hosted if the Client is the writer and copyright owner of the software, all other software including freeware, shareware and trial software is forbidden. Audio and video downloads may only be hosted if the Client is the creator and copyright owner of the work.
3. Bulk Email – The use of the Lanx World network to send bulk email unless it offers a genuine opt-out or unsubscribe option is strictly forbidden.
4. Misuse of Resources including but not limited to employing applications which consume excessive CPU time, memory or storage space. Chat/IRC, web proxy and mailing list scripts are not allowed on the Lanx World network under any circumstances. Streaming media can be a drain on web server resources and as such must be approved by Lanx World in advance. CGI based message forums which use flat file databases are often found to use excessive system resources, to avoid disappointment please use a PHP/ASP message forum. The use of web cam applications which maintain a constant FTP connection uploading an image at regular intervals is forbidden. If the Client is unsure about content it intends to place on its website, it must check with Lanx World.

5. Lanx World reserve the right to determine what constitutes acceptable use.
2. Payment for hosting services
 1. The annual costs relating to domain name registrations/renewals, website hosting, email hosting, fixed IP addresses and SSL certification will be set out in the agreed brief. Lanx World reserve the right to increase the annual costs relating to our hosting services. The contract date for the Client's hosting services will be the date that the Client's website goes live.
 2. The Client will receive an invoice for renewal of any domain registration or hosting services approximately 7 days prior to the date that these services expire, payment for renewal of services should be received by us within 30 days of the invoice being issued. In certain circumstances and by prior arrangement Lanx World may allow hosting services to be supplied on a monthly basis, in this case payment should be received within 7 days of the invoice being issued. In the alternative, the Client may pay by Direct Debit and if so, will be bound by the terms and conditions of any third party whom Lanx World use from time to time to administer such payments. Failure by the Client to renew its website or email hosting or maintain Direct Debits may result in suspension of the Clients hosting account, its website going 'offline' without further notice.
 3. Domain name registration/renewal and website hosting will be managed by, and the responsibility of Lanx World where applicable. If the Client manages their own domain renewals, these must be renewed by the Client in a timely manner to ensure continuity of the Clients services. Failure by the Client to make payment to renew its domain name(s) may result in the Clients domain name(s) becoming freely available to other people – at which point it may impossible to get them back. In the instant of Client managed domain(s), the responsibility for domain renewal(s) resides with the Client.
 4. Where an SSL certificate has been installed on an account managed by Lanx World, the certificate will be renewed automatically. Lanx World cannot guarantee the success of auto renewals, though any renewal failures will be rectified swiftly via a manual certificate renewal. Any SSL certificates

managed by the Client or a 3rd party will be the sole responsibility of the client.

5. Where an invoice remains outstanding for 60 days or more from the date of invoice, Lanx World reserve the right to suspend hosting of the entire website until such time as cleared payment is received and the outstanding balance is fully cleared. Lanx World also reserve the right not to make payments on behalf of the Client to third party service providers until the Clients payment for these services has been received and acknowledged by Lanx World.
3. Level of access to hosting and email services
 1. Lanx World endeavour to run a very secure website hosting service that is restricted exclusively to its clients, Lanx World do not host websites for third parties or websites that they as an agency have not built themselves. To ensure this high level of security Lanx World enforce very strict access to its website hosting servers. Lanx World does not allow the Client cPanel access or administrator access to their hosting account or database/s. If the Clients website is a content management system-based site then the Client will receive the log-in details to allow it to administer the website.
 2. Lanx World will create individual email accounts on 3rd party platforms at the Client's request for an additional charge. Lanx World will not be responsible for the reliability of a 3rd party email service, nor for any loss of data subsequent from its use. The Client can access any of its email accounts via a webmail interface but the responsibility of configuring 3rd party email clients such as Outlook, Thunderbird and MacMail remains solely with the Client.
 4. Maintenance
 1. From time to time where maintenance is required, hosting services may be unavailable. Lanx World shall endeavour to ensure that down-time is kept to a minimum and carried out at reasonable times however the Client acknowledges and accepts that maintenance work may overrun and Lanx World shall not be liable for any losses in accordance with clause 20.

17. Digital development

1. The Client acknowledges that any new inventions, designs or processes which evolve in the provision of the Service in the field of digital development shall,

unless there is an express written alternative in the agreed brief, belong to Lanx World.

2. The Client shall take exclusive responsibility to ensure that any agreed specification contains full details of and adequately reflects the Client's business and/or financial requirements in relation to any digital work commissioned by the Client.
3. The Client acknowledges that the digital work shall only be compatible with the platforms, browsers and operating systems set out in the specification and will only operate to any performance benchmark set out in that specification.
4. Website cross-browser compatibility
 1. The Client acknowledges that web browsers and mobile operating systems and the way in which they display websites are beyond the control of Lanx World. Unless otherwise stated, webpages and mobile sites will be designed for the most recent versions (at the time of build) of Chrome, Firefox and Safari with the most recent version of JavaScript enabled, where appropriate. Likewise, the Client acknowledges that Lanx World cannot test mobile sites on every available mobile device. Lanx World will emulate mobile sites in Chrome, on the most popular devices (as determined by Lanx World) at the time of build. If the Client requires Lanx World to test the website on a particular browser or mobile device, this must be brought specifically to Lanx World's attention at the outset of the Service and included in the Specification,
 2. Depending on the web page content some earlier web browsers may not display the site as well as the most recent versions of web browsers.
 3. Major release candidate versions of web browsers that were released more than 5 years ago (at time of build) will not be supported unless specifically requested and set out in the agreed brief. For example; Internet Explorer Version 10 was released in September 2012.
 4. The Client acknowledges that there is no way possible for Lanx World to 'Future Proof' the website and that websites may display differently on web browsers released after the date of the website build. The Client should make Lanx World aware of any browser compatibility issues within 14-days of delivery.
5. On completion of the work by Lanx World, the Client shall carry out an acceptant test for the purposes of confirming that the work has been successfully completed in accordance with the specification. The Client shall report any errors to Lanx World within 14 days of delivery. If the Client fails

to notify Lanx World within the time period, the work shall be deemed accepted by the Client.

6. Lanx World will use reasonable endeavours to correct any errors and supply a correct version of digital work to the Client as soon as reasonably possible.

18. Client's responsibility for implementation

1. In the case of graphic designs, unless expressly agreed otherwise as part of the Service for responsibility for implementation, display, electronic integration and compatibility, back-up, production and manufacture of the Service shall remain with the Client.
2. The Client shall indemnify Lanx World in relation to any claim howsoever arising under consumer protection or other legislation other than due to a default of Lanx World.
3. Failure to consult Lanx World on implementation may result in unsatisfactory implementation.

19. Maintenance and Support

1. Where Lanx World has agreed to provide support and maintenance as part of the Service, any hours or tutorial services purchased must be used within 12 months of the date of purchase. Failure to use the hours will result in them being lost.
2. Support and maintenance services are available during normal working hours on normal working days only. The Client acknowledges that Lanx World will respond to requests as soon as reasonably practicable depending on the nature and urgency of the request and any other requests that Lanx World are currently dealing with from other clients. Lanx World's liability shall be limited in accordance with clause 20.

20. Limitation of liability

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

1. Nothing in these Conditions shall exclude Lanx World's liability for
 1. Death or personal injury caused by its negligence or the negligence of its employees, agents or sub-contractors;
 2. Fraud or fraudulent misrepresentation; and
 3. Breach of the terms implied by section 2 of the Sale of Goods and Services Act 1982
2. Lanx World shall not be liable for any indirect or consequential loss, including loss of sales, profit, business, opportunity, production, goodwill, damage to or corruption of data, reputation or packaging or distribution costs.

3. The aggregate liability of Lanx World for claims under the Contract or any collateral contract, whether in contract or tort (including negligence), in any calendar year shall not exceed the total amount payable by the Client to Lanx World under the Contract in that calendar year.
4. If the Service includes the provision of sub-contractors, then Lanx World will advise on and procure the services of sub-contractors who Lanx World is satisfied are reasonably professionally competent. Lanx World will not be responsible for any default of any third party or any sub-contractor, manufacturer or supplier and will give all reasonable assistance to permit the Client to enforce its rights against them to include assigning all of its right to the Client.
5. Where an error is found in delivered work that is the responsibility of Lanx World then to the extent permitted by law the liability of Lanx World shall be limited to correcting and replacing (as appropriate) the work.
6. The Client accepts reasonable tolerances in relation to the Service including in respect of colour, browsers, screen displays, overs and unders.
7. Lanx World shall not be responsible for any errors apparent in art work, copy or proofs that have been signed off by or on behalf of the Client.
8. Lanx World will not be responsible for any colour discrepancy with design work created as part of the Service unless Lanx World has signed off proofs in an appropriate form prior to printing.
9. The Client acknowledges that Lanx World shall not be responsible for any errors in print quality, paper stock or colour representation where the Service is printed by a third party outside of Lanx Worlds control. For example, design work created by Lanx World for the incorporation in printed magazines, newspapers or other publications where Lanx World have no control over the final printing or placement of the work.
10. Where the Service to be provided includes such marketing campaign aspects as pay per click advertising, search engine optimisation and assisting the Client with its product placement or market strategy, Lanx World cannot guarantee or quantify the result of any such campaign and such services are at the Client's own risk.
11. Where the Service includes printing or other related production services the Client acknowledges that whilst Lanx World will endeavour to inform the Client of any potential issues, the proofs may differ from the final supplied material due to printing techniques, paper size limitations, manufacturing techniques. Lanx World reserve the right to charge additional costs if changes are made by the Client during the printing process e.g. after plates have been made, or if any colour alterations are required. Paper stock, colour

representation, substrates etc. are subject to industry standard production tolerances.

12. While reasonable endeavours will be made to ensure the integrity and security of information stored on servers that either Lanx World are using in connection with the delivery of the Service or which are in some other way involved with the Service, Lanx World do not guarantee that such servers and systems will be free from unauthorised users or hackers, and Lanx World do not accept liability for loss of data, and non-receipt, non-delivery, or any failure of email.
13. Lanx World may use licenced or open source software in the provision of the Service (such as Prestashop, Magento, WordPress, Joomla). Lanx World will not be responsible for any default of any such software or for any effect that this may have upon the client.

21. Publicity and examples

1. The Client shall give reasonable attribution to Lanx World in respect of the Service and any work created as part of the Service.
2. Once the Service is in the public domain, Lanx World shall have a right to reasonable publicity including inclusion in any book or publication or collection of Lanx World's work including their website of the work created during the Service.
3. Lanx World shall have the right to identify itself in a reasonable manner as the provider of the Service to the Client.
4. Lanx World reserves the right where it considers it appropriate to require any reference or attribution to be removed from work provided as part of the Service.

22. Legal

1. The Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
2. If any provision or part provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions. If any provision or part-provision of these Conditions is invalid, illegal or

unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

3. In the event of a dispute, a senior representative from Lanx World and the Client shall meet to see if it can be resolved and the parties shall consider, but shall not be obliged to agree to submit to mediation or other alternative dispute resolution otherwise all disputes shall be resolved through the Courts.
4. Neither Lanx World or the Client may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights or obligations under this agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
5. A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of these Conditions. Only Lanx World or the Client and their successors and permitted assignees shall have any right to enforce any of term of these Conditions.
6. No variation of these Conditions shall be valid unless it is in writing and signed by Lanx World and the Client.
7. Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Lanx World and the Client are acting on their own behalf and not for the benefit of any other person.
8. Any notice or other communication given to Lanx World or the Client under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail. A notice or other communication shall be deemed to have been received:-
 1. if delivered personally, when left at the address referred to above;
 2. if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
 3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or,
 4. if sent by fax or e-mail, one Business Day after transmission.

9. Lanx World is a partnership between David Langston and Alex Langston. The office is at 2 Hillside Villas, North Street, Wincanton, Somerset, BA9 9AU.

23. Refunds and Disputes for Support, Hosting Services, SSL Certificates and Domain Name Registrations

1. All payments to Lanx World for support, hosting services and domain name registrations / renewals are non-refundable. This includes any setup fee and subsequent charges regardless of usage. If you dispute a charge that, in Lanx World's sole discretion is a valid charge under the provisions of this TOS, you agree to pay Lanx World an Administrative Fee for costs associated with pursuing that payment.
2. If you are paying annually for hosting services and cancel early before your 12 months of service is over, we will issue a pro-rata refund for full unused months at time of cancellation. Lanx World does not charge or refund days or part-months.
3. Lanx World does not offer any kind of "money back guarantee" or initial "trial period".
4. All domain name registration fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your term. Please be careful when ordering a domain name as spelling mistakes and 'typos' cannot be corrected or refunded.