



Website Terms and Conditions

H N H TOOLS WHOLESALE LTD is a private limited company, registered office is situated at 1 Bell Close, Ruislip Gardens, Middlesex, HA4 6LP, incorporated in the United Kingdom, under company registration number 6917070 and VAT number 989 5707 42.

Please read the following terms and conditions carefully which relate to information regarding the licence and use of our website. By becoming a licensee you are agreeing to these terms and conditions.

HNH Tools reserves the right to change these terms and conditions at any time. The licensee will be notified via e-mail. HNH Tools shall supply the Services to the licensee in accordance with this agreement, as soon as it is reasonably practicable and with all reasonable endeavours to do so in a timely manner.

HNH Tools shall not be liable to the licensee should it fail to meet any time scale expectation of the licensee. HNH Tools may at its sole discretion suspend the provision of the whole or any part of the Services (temporarily or permanently) without notice or liability in order to repair, maintain or improve the Service or infrastructure, or in an emergency, or as the result legislative, regulatory or other changes. HNH Tools shall endeavour to give the licensee reasonable notice of such alteration taking effect, but cannot always guarantee to do so.

The Initial Term and any subsequent Renewal Term of the Agreement shall begin on the date that HNH Tools generates an Order Confirmation e-mail message to licensee announcing the activation or continuation of the licensee's service (the "Commencement Date") and shall continue for the period stated in the order.

The licensee will be given thirty (30) days notice by post, email and/or publishing the alterations on our website.

1. Website structure and what can be accessed. The website consists of many aspects. –

The front end design (your customers view)

The admin section (website owner's view)

Cpanel and Mysql database (web site developer's view).

FTP - method of uploading files.

We will only give access to the website licensee to the front end design and admin section.

All websites have to be hosted on our server. The website owner will not be given access to the Cpanel, FTP nor Mysql databases.

Each site will have a dedicated ip address. This is very important as you have control over the content that is on your ip address. Very important for google search etc.

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2.

Website and Domain name. The website ownership of the domain name will always remain with the licence holder. The website domain name and all website traffic will remain the property of the website owner. The Cpanel, program, scripts and Mysql databases will always remain the property of H N H Tools Wholesale Ltd. The website licensee is responsible to obtain and maintain their own domain name. The website owner is liable to renew their domain when it is due for renewal.

3. The licence and use of website costing.

The cost of granting a licence. The licence allow the following, using our website programming, scripts and mysql databases. The cost of 1st licence is £35.00 (excl VAT). Licence renewal: There will be an annual licence renewal fee on the 1st anniversary of £35.00 (excl VAT) and every year thereafter.

4. The website design.

This is a variable cost and depends on how complex and interactive the website owner requires their website to appear. This cost will include a website logo. We estimate to change the view and appearance of the website will cost approximately £450.00 - £750.00.

Once the website owner approves the appearance and functionality, both parties mutually agree and this will be considered as `signed off`. There is a 2 week window after signed off for small tweaks and change but not a complete redesign. Any changes made after this will be chargeable.

Web design and layout will be carried out by professional web designers. Once completed the website design and any bespoke logos will be the property of the licensee.

If you are in a position to be able to design the website yourself (or using your own designer) there will be no charge for design work, however there will be a nominal charge for uploading the completed design.

5. Monthly admin charges.

A monthly admin charge of £156.00 (excl VAT) will apply to cover all improvements (not design work), upgrades, updates, hosting, latest php and mysql databases. This is payable on a monthly basis in advance. Any account not up to date will be suspended 7 days of overdue. A reinstatement fee of £75.00 (excl VAT) in advance will apply for the website to be activated once again.

The admin charge will commence on the day the website is ready .

6. Sales accounts

A 24 hr account will be set up for licensee. This will run from 2pm till 2pm the following day. All sales including any postage cost must be paid in full. Failure to pay your sales account will result that none of your following orders will be despatched.

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All payments to be paid by the following methods.

1. Paypal Mass Pay,
2. Bank Transfer (funds should be cleared in our account)
3. Cash or bank draft into our bank account.

A statement for all sales for your 24hr account will be sent via mail, or can be downloaded from our website. If the account is not up to date within 48hrs, the website will be suspended and a £75.00 (excl VAT) will apply for the website to be activated once again. 7. Under performing sites. All underperforming site or dormant sites will be suspended and eventually allocated to a different or new licensee. At this stage it is very difficult to determine what an underperforming licensees or sites actually is. In terms of turnover we would expect a minimum of £52.000.00 per annum. By dormant we put a time scale of 6 weeks without activity (unless by prior agreement).

8. Pricing

All licensees will have the same price structure and dropship wholesale website pricing applied.

9. Structure.

All websites will have the same structure at all times so that no licensee's site is any better or lesser than another. All sites will have the same functions and if an upgrade or an improvement is made on the master site that will be applied to all the other active sites.

10. Improvements.

The cost of all improvements, upgrades, php and mysql will be covered by HNH Tools Wholesale LTD. There will be no charges made to any licensee when there is any upgrade or are changes as to how the website functions as these items are covered by you weekly admin charge.

We welcome changes and improvements and will always want the sites to perform as best they can so if you have any ideas to make the site better, forward them to us and we will see if they are feasible. Any logo or bespoke design or as to how the website appears to the general public (www) will involve website design will be chargeable unless you can apply these changes yourself or with a third party. There will only be a nominal charge for uploading your changes.

11. Access to http:// and https://

We try and ensure that availability to the website is uninterrupted and transmissions will be error free. However, we cannot due to the nature of the internet, guarantee that your access will not be suspended or restricted from time to time including to allow for repairs, maintenance or the introduction of new facilities or services or that errors may occur. We of course try and limit the frequency and duration of any suspension or restriction.

12. Accounts and passwords

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The details which are registered with us allow you and only your use on the website, for as long as we allow access. Accounts therefore may not be shared except where you have written consent from HNH Tools.

13. Intellectual property rights and use of material.

The content, layout, data and pictures on our website are protected by UK and other international copyright laws and any use of these is strictly prohibited without our expressed written consent. As a licensee you have permission to use these but no permission to alter without our written consent.

14. Privacy.

Use of the data that you provide us or which is collected by use on this website is governed by our Privacy Policy.

We are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998). We collect information about you for 2 reasons: firstly, to process your order and second, to provide you with the best possible service. We will not e-mail you in the future unless you have given us your consent. HNH Tools do not disclose licensees' information to third parties. For further info please see our website privacy policy on www.dropshiponline.co.uk

15. Quantity of available licences.

The licensees will be strictly limited to 250 issued.

16. Reselling your licence or website.

After the licensee has established their website and achieved a reasonable turnover it will become a valuable asset. If for whatever reason the licensee decides to sell their licence and domain name it will have to be preapproved by HNH Tools. A fee will of 20% of the value of the sale and domain name to HNH Tools. We see this as only fair as without both our efforts the sale would be possible so both parties need to be rewarded.

17. What information we need from a new licensee.

Colour scheme and layout for your website Licensee should have a basic idea of how they require the appearance, features, column layout, logo ideas etc. This will not be set in stone and as the licensee and the designer will exchange ideas until they are in agreement.

This process normally takes 5 or 6 attempts to get everything correct and the way the licensee requires it. Domain name If a domain name required please visit www.lcn.com. We need all the relevant information to access where your domain name is rested or hosted.

User name and passwords will be required as we will have to move the domain to our server. Mail accounts Please decide on 5 email titles for your website. Example, sales@..., info@..., john@... etc. Password of your choice for these accounts would be required for these accounts. eBay To use the website for eBay, the website owner will have to be a "Business" seller and ebay shop owner. To

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connect the website to your ebay shop we will need the username and password for your eBay account. Paypal The website owner is required to have a "Business" account and we will need the username and passwords for these to connect the site to your Paypal account.

The Amazon The licensee will have to have a "Merchant" account and we will need the following information to activate this.

1. Seller Auth User,
2. Seller Auth Password,
3. Merchant ID,
4. Store name.

All the above information will have to be provided before any work on the website commences. Dropship account. The licensee will have to open an account on dropshiponline.co.uk. Please use one of you domain e-mail address when doing this or if you already have one let us know and we will change this for you.

We will need your user name and password that you use to access this account. 17. Nominal Fees. A nominal fee will cost anything between £10 to £60 and purely depending =on the time it take for us to perform a task for the licensee.

Termination and Suspension

This Agreement can be terminated by HNH Tools upon notice in writing to the licensee having immediate effect if:

1. The licensee is in breach of any of its obligations under this Agreement
2. If the licensee fails to pay to HNH Tools any sum due under the Agreement on the due date for payment;

The Agreement can be terminated by the Customer:

1. The Agreement can be terminated by the Customer: At the renewal date by not renewing the Service giving us (within 14 days) written notice of termination.
2. If we are in material breach of any obligation under the Agreement.

Cancellation

Licensees that have purchased our services have the right to cancel the Agreement within seven (7) days at no additional cost from either:

1. The date the contract is formed;

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2. The date that the Customer receives confirmation that the contract is formed from HNH or whichever is the later.
3. The licensee can exercise their right to cancel by contacting HNH Tools in writing.
4. Does not wish to waive these rights, then HNH Tools will be unable to commence the Service until the end of the relevant cooling off period which is seven (7) days.
5. HNH Tools will not refund to the licensee the cost of the licence, website design and all relevant work done on their website after the licensee has consented to HNH Tools commencing the service.

Licensee Authorisation and Obligations

The licensee agrees that it will:

1. Ensure that all its communication details which are provided to HNH Tools are at all times true, current, accurate and complete and the licensee shall promptly notify HNH Tools of any such alterations thereto from time to time and the licensee acknowledges that HNH Tools shall not be liable for any costs, damages or loss which the licensee may suffer or incur as a result of failure to notify such changes to HNH Tools;
2. Obtain the consent of individuals whose personal data are to be held on a web site register or are otherwise provided to HNH Tools;
3. Ensure that it has all necessary consents, permissions and licences to make use of the Services including without limit registration under the Data Protection Act 1998 and any applicable licence requirements under the Communications Act 2003;
4. Immediately notify HNH Tools if it becomes aware of any unauthorised use of all or any of the Services;
5. Not use the Services or allow them to be used for any unlawful purpose or for the publication, linking to, issue or display of any Inappropriate Material whether under English law or regulation, the laws or regulations of the Customer country or any other place where the results of such purpose or such material can be accessed;
6. Ensure that all passwords are at all times kept confidential, used properly and not disclosed to unauthorised people and if the licensee has any reason to believe that any password has become known to someone not authorised to use it or if any password is being or is likely to be used in an unauthorised way or of any other breach of security then the licensee shall inform HNH Tools immediately;
7. The rights and obligations of licensee under this Agreement are personal to licensee and licensee undertakes that it shall not, without the prior written consent of HNH Tools, assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.

HNH Tools Warranties and Liability

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1. HNH Tools makes no warranties or representations that any Service will be uninterrupted or error-free. Licensee accepts all Services provided hereunder "as is" and "as available" without warranty of any kind.
2. All implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) - excluding those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) - are hereby excluded in relation to each of the Services to be provided hereunder to the fullest extent permitted by law.
3. HNH Tools warrants that it will provide the Services with reasonable care and skill. HNH Tools will not be liable for a breach of such warranty unless the licensee notifies HNH Tools in writing of such failure within (14) days of the licensee becoming aware of the failure.
4. HNH Tools shall not be liable for any services or products to be supplied by any third party.
5. HNH Tools shall not be liable for any loss or damage of whatsoever nature suffered by licensee arising out of or in connection with any breach of this Agreement by licensee or any act, misrepresentation, error or omission made by or on behalf of licensee.
6. None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of HNH Tools, its employees or its sub-contractors.
7. Your statutory rights relating to the use of reasonable care and skill in the provision of the service are not affected by the terms and conditions of the Agreement.

Confidentiality

1. Each of the parties agrees not to:
2. Disclose any Confidential Information received from the other party; or
3. Make any use of any such Confidential Information other than for the purposes of performance of this Agreement.
4. Each party may disclose Confidential Information received from the other to its responsible employees, consultants who need to receive the information in the course of performance of this Agreement.

Complaints

The licensee shall address any complaints concerning the provision of the Services to HNH Tools in writing, by post, or email. Licensee

Name.....

Trading as.....

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Signed.....

Date.....

Full address.....

Signed for HNH Tools.....

Date.....

Name.....

Position.....