

BIRR Terms and Conditions

1. Information

- i. BIRR is a trading name of Search Direct UK Limited.
- ii. This agreement governs the use of the BIRR website, documents produced by BIRR and all associated and incidental services provided by BIRR and any resulting action taken by BIRR from the use of this website and other means of communication.
- iii. These standard terms also apply to the supply of all products including software products, unless BIRR otherwise agree in writing.
- iv. The terms and conditions of Search Direct UK Limited may be applicable to any relevant section of the BIRR Terms and Conditions.
- v. The use of the terms visitors, users, clients, applicants or customers refer to any person using the resources of BIRR. These terms includes the use of computer programs which a person might employ to communicate with the website.
- vi. The use of the term of request or instruction refers to any application or request for any type of work or product to be carried out or produced by BIRR or associate.
- vii. BIRR reserve the right to pursue any breach of our terms and conditions through all and any legal means at our disposal.
- viii. Every endeavor will be taken to ensure that the website is updated regularly to ensure its accuracy on all BIRR services.
- ix. The BIRR website provides clients with the necessary documents and information to complete their Company Formation.
- x. The BIRR website also contains all the relevant information on Secretarial or Business Services that are available from BIRR.

2. Website Usage Policy

- i. Information and advice contained on the BIRR website is for personal company use only. A visitor may not use the website or the documents for any other purpose except for personal or company use.
- ii. Anyone using the information or advice contained on the BIRR website does so at their own discretion and must maintain all copyright and other notices contained in the content of the website.
- iii. As a condition of a visitors' use of this website, a visitor must warrant to BIRR that they will not use this website for any purpose that is unlawful or prohibited by these terms, conditions, and notices.
- iv. All visitors to www.birr.co.uk are required to familiarise themselves with the terms and conditions which stipulate acceptable practices relating to how they engage with the site.
- v. It is mandatory that by using any aspect of BIRR resources, all visitors are agreeing to these conditions stated here as well as any other terms which are displayed in other parts of the website.

- vi. Any usage of the BIRR website, whether accessing via a web browser or other means, transferring any content, printing pages or using an emailing facility is included within the definition of visiting the website.
- vii. All content contained within the website is the property of BIRR. This includes all of the site content, images, and other attributes which a part of the domain.
- viii. Neither the owners nor any persons contributing to the website provide any warranties or guarantees to visitors that the site is free from any error, material or otherwise. In no circumstances whatsoever will any visitor be provided with an indemnity against any loss due to information contained on the site or events which occur whilst using this resource.
- ix. While BIRR will commit its utmost to ensure the website remains accurate and up to date visitors should not assume that information contained within the BIRR website is either comprehensive or factual. If the visitor wishes to gain more information or confirmation of details please contact BIRR.
- x. Visitors to the BIRR website should also be aware that the accuracy of the website might change over time. We expressly make no claims that the information contained in the site is correct.
- xi. Users must treat the resource with due care and not engage in any practice which might reasonable be expected to harm the domain, the information contained in it or which might affect the availability of it.
- xii. The practices of hacking, attacking, gaining unauthorised entry to information, or plagiarising any content is expressly forbidden. Any other action which could reasonable be predicted to cause distress to the website, its hosting or any facility which is used in its provision would constitute a violation of the terms and conditions. BIRR will look to prosecute and act upon any such action with full legal force.
- xiii. BIRR reserves the right to update, change and maintain the website at any time without prior notice. This includes the prerogative to significantly change any aspect of the domain, content, design, coding or any other aspect of the site.
- xiv. BIRR may withdraw the website and all content at any time, whether temporarily or permanently. We accept no obligations to continue to produce or make available any content or other resources.

3. Data Protection

- i. Any recipient of BIRR services or products and any visitor to the BIRR website acknowledges and agree to be bound by the terms of our privacy policy.
- ii. It BIRR policy to observe confidentiality with regard to the identity and affairs of our customers to the extent permitted by law, but, in common with other service providers, we may be required exceptionally to disclose information to governmental and other public authorities.

- iii. BIRR will use personal information which we hold about a client to provide our services and products to the client, for credit control and market research purposes and to inform a client about our services and products, and any other contact which we believe may be of interest to a client.
- iv. BIRR may share a clients information, which may be reasonable expected, with other companies in the Search Direct Group or with associated companies to BIRR. Any directly strict or detailed personal information will not be shared.
- v. In order to provide services to a client we may be required to pass a clients personal information to parties located outside of the European Economic Area in countries which do not have data protection laws equivalent to those in the UK.
- vi. Where 3.iv is relevant BIRR will take reasonable steps to ensure the privacy of a clients information.
- vii. Except in the situations listed above (3.i – 3.v) or as required or allowed by law or other regulation, BIRR will not pass, disclose, rent or sell a clients personal information (other than any personal information which is already publicly available and which is incorporated into our search products) to any third party without a clients prior consent.
- viii. If a client does not wish to receive information from BIRR please write to; BIRR Legal Services, ConveyIT House, 28 Coity Road, Bridgend, CF31 1LR, marking the envelope 'Data Protection'.
- ix. A client has the right, by written request and on payment of a small fee, to a copy of any personal data (as defined in the Data Protection Act 1998) which we hold about that client.

4. BIRR Guide and Forms

- i. It is the responsibility of the applicant to ensure the accuracy of all data and/or information provided to BIRR as part of a request, including, but not limited to, names, numbers, addresses, company shares, company articles and company directors details.
- ii. BIRR may request additional relevant data and/or information from the applicant in the course of fulfilling a request, including, but not limited to, names, numbers, addresses, company shares, company articles and company directors' details.
- iii. BIRR may request clarification of data and/or information supplied by the applicant.
- iv. BIRR cannot be held responsible for any resultant loss or delay if the requested information is not provided and/or clarified.
- v. BIRR reserves the right to cancel the request in whole or in part if the subsequent requested data and/or information is not provided and/or clarified within a reasonable period.

- vi. The applicant remains liable for all fees, taxes and costs accrued prior to the cancellation.

5. Instructions

- i. BIRR provide services only on the basis that those instructing us give us all proper, necessary and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed, and indemnify us accordingly.
- ii. The placing of an instruction by the applicant with BIRR confirms acceptance of these terms and conditions.
- iii. Any order form or documentation produced by BIRR, either printed or published on the BIRR website, is an invitation to treat. The applicant makes an offer to buy from BIRR by the submission of an instruction.
- iv. BIRR cannot be held responsible for errors or omissions arising from requests submitted in a format other than on a standard BIRR document or form, including, but not limited to: illegible text; vague or imprecise instructions; incomplete or incorrect information.
- v. Acceptable modes of transmission for a request or instruction are facsimile, telephone, electronic mail, online transmission via the BIRR website only, Document Exchange (DX), Royal Mail, or courier appointed by the Applicant.
- vi. Proof of transmission of a request by the applicant does not constitute proof of receipt by BIRR.
- vii. Should a client submit a duplicate request or instruction, or a varied request or instruction, in whole or in part, even for an intentional purpose including but not limited to confirmation or pre-payment, then BIRR is not liable for any resultant fees, taxes and costs if the applicant has not clearly indicated that the request is a duplication or variation. The applicant remains liable for such fees, taxes and costs unless and until BIRR expressly agrees in writing that they be waived.
- viii. BIRR is not liable for any errors or omissions in the information provided to us or for the consequences of such errors and omissions. Failure to provide adequate instructions or contactable telephone numbers will delay the processing of an order. BIRR is not liable for such failure by customers and will not be liable for cost or loss incurred whether direct or consequential.

6. Prices

- i. Where possible, a client will receive advance notice of the approximate cost of any request or instruction prior to any work being undertaken by BIRR and receipt of the itemised invoice.
- ii. Failure of such notification does not constitute refusal of payment or any other objection to prices and costs listed in an invoice.

- iii. It is the clients responsibility to enquire about approximate costs before instructing BIRR to carry out services or supply products.
- iv. Additional fees, taxes and costs may arise during the course of producing a service or product by BIRR. Notice of an additional cost will be supplied to the client where possible.
- v. Advanced notice of an additional cost may not always be necessary or possible and may be assumed as part of the original approximate price for the service or product.
- vi. The client is liable for any such additional costs.

7. Results and Performance of Contract

- i. BIRR accept no responsibility for the accuracy of any part of any service, document or report where it is apparent that it is not derived from information in a public register. We do not accept responsibility for any inaccuracy, omission or other error in any public or governmental register upon which services are based and produced.
- ii. In event of the performance of any obligation accepted by the company being prevented, delayed or in any way interfered with we will aim to deal with the issue and situation as fast as possible and remove and prevent any inconvenience to your company.
- iii. A client may add to a request or instruction to BIRR at any reasonable point but accept that delay for the initial request or instruction may result from such an addition or variation.
- iv. A client will receive the retrieved data and/or information by Document Exchange (DX), Royal Mail, or courier appointed by BIRR (Normal Delivery). Additional Delivery by Facsimile or Electronic Mail may be requested. Alternative Delivery arrangements are at the discretion of BIRR.
- v. BIRR is not responsible for any loss or misdelivery of retrieved data and/or information caused by failure of chosen delivery method by BIRR.

8. Payment

- i. Normal delivery (or alternative delivery at the discretion of BIRR) is followed by an itemised invoice for the work undertaken. The applicant agrees to provide BIRR with remuneration for the full amount shown on an invoice, including all fees, taxes and other costs.
- ii. All services carried out under instruction by BIRR are due for payment by normal business means after invoice, including immediate payment via World Pay on the BIRR website.
- iii. Invoice accounts are due for payment fourteen days from the date of issue of the invoice.
- iv. BIRR will, if requested, provide an itemised invoice for the work carried out or products supplied.

- v. In some rare instances BIRR may require payment in advance before providing any services or products.
- vi. BIRR reserve the right to charge for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.
- vii. The applicant shall pay in advance of receipt of the itemised invoice. The applicant remains liable for any underpayment.
- viii. Any overpayment on the part of the applicant will be refunded. Arrangements for refunds are agreed on a case-by-case basis, through discussion between BIRR and the client.

9. Response Times

- i. BIRR will strive to improve response times for all instructions concerning services and products.
- ii. BIRR will respond to any query regarding any service or product as soon as possible and provide more information where necessary.
- iii. BIRR clients must accept that instructions, services or products may be delayed due to causes outside BIRR control but in all instances the quickest and most convenient method of communication and delivery will be used.
- iv. BIRR agrees to carry out any related instruction with Companies House within specified deadlines provided all information and documentation is delivered to BIRR with reasonable time.
- v. BIRR accepts no responsibility for delayed results or missed deadlines and consequential penalties. It is the clients responsibility to ensure that all documentation is completed adequately and delivered to meet such deadlines.
- vi. The client agrees to cooperate and provide all necessary information in a timely manner and within 14 days of receiving such a request for returned paperwork by BIRR in order for the work to be processed and delivered to corresponding parties including Companies House.

10. Delivery of Results

- i. Products are delivered using first class post, fax or email (as appropriate), unless otherwise stated. Services are provided using reasonable skill and care.
- ii. Products and services will be provided in accordance with the timescales set out in the Consumer Protection (Distance Selling) Regulations 2000 unless otherwise agreed with you.

11. Cancellation Policy

- i. Clients purchasing any of BIRR services or products will not be eligible to cancel their order as transactions where the computer software is

unsealed by the computer immediately on purchase is exempt under the Consumer Protection (Distance Selling) Regulations 2000.

- ii. BIRR specifically reserves the right to refuse any and/or all its services to any client without giving any reason or explanation.
- iii. Any service that has been processed and dealt with by an employee of BIRR is subject to charge upon a request of cancellation.
- iv. Where a client instructs BIRR to undertake any service, the client will be responsible for the costs that were incurred in providing that service whether or not it proceeds to its conclusion.
- v. Where we provide a product to a client, if a client wishes to cancel and return the order it must be returned at the clients cost unopened, unused in any form and in its original condition. If not a refund and cancellation will not be permitted.

12. Third Party Contracts, Reliance, Rights

- i. BIRR will, in the process of fulfilling a request or instruction, retrieve data and/or information from appropriate third parties.
- ii. BIRR reserves the right to subcontract data and/or information retrieval to selected organisations and/or individuals.
- iii. The rights and reservations of third party property or services associated with BIRR are recognised as belonging to them.
- iv. BIRR reserve the right to have any third party links which may make reference to BIRR removed or altered. Such as request for removal may be submitted using verbal or written means and must be complied with as soon as is practicable. In any case, no such link or reference should remain in place after twenty eight days of such notification being sent. We reserve the right to seek compensation for any defamation which might occur irrespective of when the offending item is removed.
- v. Except for BIRR affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- vi. BIRR services, including but not limited to, Search and Company Credit Reports and Information Services, are provided solely for the use of our customer or that customer's own client on whose behalf the work has been commissioned and shall not be used or relied upon by any third party without our written consent.
- vii. BIRR accept orders and instructions only on the basis that those instructing us do so as principals and are liable directly to us for payment of our account.
- viii. All services, including search reports and information services, are provided solely for the use of our client and that client's own client on

- whose behalf the work has been commissioned and shall not be used or relied upon by any other third party.
- ix. BIRR is not required to reveal the identity of its subcontractors.
 - x. Subcontractors cannot be held responsible for the accuracy of data and/or information provided by third parties.

13. Overseas Work

- i. If a client instructs BIRR in relation to work which will be carried out outside Great Britain BIRR may, as an agent, directly or through an intermediary request another contractor to carry out some or all of this work for our client.
- ii. In such circumstances we have no control over the activities of those providing the service to our client ("Third Party Contractors").
- iii. BIRR take all reasonable care to choose Third Party Contractors with good reputations when instructing them on our clients behalf.
- iv. BIRR accepts no responsibility however for the services Third Party Contractors provide to our clients nor for any errors or omissions in their work product.
- v. If a mistake is made by Third Party Contractors that causes a loss, BIRR will, on being properly secured by a client as to costs, co-operate with the client in bringing proceedings against the contractor concerned.

14. Printing and/or Publications by BIRR

- i. A client may not publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the BIRR Content, in whole or in part, except as expressly permitted in this agreement or otherwise permitted to do so in writing by BIRR.
- ii. The usage of any articles, contents, pictures, logos, of coding contained in the BIRR website is expressly forbidden without the written consent of the BIRR Managing Director.
- iii. Any such permission granted under 14.ii may be withdrawn at any time by notifying the party of such cessation of privileges. Such notification can take the form of written or verbal communication to the user.
- iv. The sending of written instructions to cease using any material, whether by letter, email or other means constitutes sufficient notification. In instances where verbal communication is used, the leaving of a message at an appropriate message centre will be deemed to have been delivered to the user.
- v. BIRR may accept material for printing and/or publication for certain relevant services or products.
- vi. Those submitting the material are responsible for ensuring it is free from defamatory matter and does not infringe copyright or any other third party rights, and that those instructing us indemnify us accordingly.

- vii. It is a clients responsibility to ensure that any proof material provided prior to printing and/or publication is checked and meets the clients specification.

15. Notices

- i. Unless otherwise expressly stated in these terms and conditions, all notices from a client to BIRR must be in writing and sent to our contact address at BIRR, ConveyIT House, 28 Coity Road, Bridgend, CF31 1LR and all notices from BIRR to our clients will be displayed on our website from time to time.

16. Liability

- i. In no event shall BIRR be liable for any indirect, incidental, special or consequential damages arising out of or in any way connected with the use of the documents, this website or the support service, whether based in contract, tort, strict liability or otherwise, except in relation to death or personal injury for which no limit shall apply.
- ii. The liability of BIRR for direct loss arising out of the use of the documents, this website, and the support service, whether based in contract, tort, strict liability or otherwise, is limited to the total value of the transactions under which the claim arises for any one event or series of connected events.
- iii. BIRR will not be liable in any circumstances for any resultant or consequently loss resulting from reliance being placed up on the information contained in the website or by documentation published by BIRR.
- iv. Visitors are acknowledging that it is solely at their discretion how they wish to interpret specific resources within the site and services and products.
- v. Clients must accept fully the consequences of any actions which they might subsequently take as a result of relying on documentation produced by BIRR or information published by BIRR or by entering the BIRR website.
- vi. Except in respect of claims for death or personal injury resulting from negligence or as otherwise prohibited by law, we have no liability for loss or damage (direct, indirect or consequential) arising out of any single claim, event, or series of related claims or events (including claims based on negligence).

17. Jurisdiction

- i. BIRR's relationship with a client will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.
- ii. Save as precluded by law, BIRR shall not be liable to a client for any indirect or consequential loss or damage (whether for loss of profit, loss

of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with our services or these Terms and Conditions.

18. Support

- i. BIRR will provide technical support via email to help a client through the process of submitting a Company Formation details and downloading or using a BIRR product.
- ii. BIRR staff are available for further information, price quotations or accurate details regarding any BIRR service or product or affiliated company.
- iii. In certain circumstances BIRR is required by law to collect evidence of identity from our clients. If a client fails to supply any due diligence which BIRR request we will be unable to provide services to the client.

19. Not Legal or Accountancy Advice Provider

- i. BIRR is not a legal company, financial advice centre or chartered accountant service.
- ii. While BIRR endeavors to provide true and correct information on all its services, it is not providing legal or accountancy advice.
- iii. Information contained on the BIRR website is for guidance purposes only. Before proceeding it may be advisable that independent advice is sought from appropriately qualified persons familiar with each individual's personal circumstances. Further, at no time may BIRR be held liable for advice provided by any and or all it's partners.
- iv. BIRR will provide assistance with general queries regarding the completion of the relevant fields of Company Formation details etc; however we accept no responsibility for rejection of requests and can not be held responsible for any incorrect information or detail.
- v. BIRR will offer advice or referral to legal or accountant firms in situations and may subcontract work to these companies. However, BIRR will not be responsible for information or advice provided by such firms and liable in any respect to action taken upon such advice. Third Party contractors information details will be applicable in many instances governing such referral or sub contract work.
- vi. In the case of a dispute arising, users agree that English law will be the sole and determining reference for any claims or other grievance.

20. Complaints

- i. If a client wishes to make a complaint, BIRR will:
 - (a) Acknowledge it within 5 working days of receipt.

- (b) Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- (c) Keep the client informed by letter, telephone or e-mail, as the client prefers, if BIRR needs more time.
- (d) Provide a final response, in writing, at the latest within 40 working days of receipt.
- (e) Liaise, at the clients' request, with anyone acting formally on the clients' behalf.

21. Statutory Rights

- i. These terms and conditions do not affect a clients' statutory rights.
- ii. These terms and conditions, together with BIRR current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the goods or services to the client by BIRR.
- iii. Nothing said by any sales person on BIRR's behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by BIRR.
- iv. Save for fraud or fraudulent misrepresentation, BIRR shall have no liability for any such representation being untrue or misleading.
- v. Contracts between BIRR and a client will be concluded in the English language and our relationship with a client will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

22. Right to Amend Terms and Conditions

- i. BIRR reserves the right, at its discretion, to change or modify all or any part of this agreement at any time, effective immediately upon notice published on the BIRR website.
- ii. A clients' use of the BIRR services, products or website constitutes the clients' binding acceptance of these terms and conditions, including any changes or modifications made by BIRR as permitted above.
- iii. BIRR expressly reserves the right to modify these terms and conditions at any time by making such modifications on this page of it's website to take into account changing circumstances.
- iv. If services are ordered from BIRR in the future, the applicant is advised to revisit the Terms & Conditions pages of the website to familiarize themselves with any amendments that may have been made.
- v. BIRR reserve the right to make changes to these standard terms and rely upon other non specified terms and conditions in this agreement.

23. Other Terms and Conditions

- i. Clients instructing BIRR to register their chosen company name will not be refunded for incorporations carried out on their behalf and accepted by Companies House.
- ii. Clients using, including but not limited to, the register and reserve a company name service, agree to pay the appropriate fee within three calendar months of incorporation.
- iii. The client agrees to pay the upgrade fees within the aforementioned period.
- iv. The client further agrees that BIRR is entitled to dispose of the company if the fees are not paid within the allotted period.
- v. The client understands that BIRR will charge the annual Registered Office and nominee company secretary fees after the period of 3 months has elapsed.

Terms and Conditions – Packages

Search Direct UK Limited is the registered company for Search Direct South Wales, GWS Legal Services & BIRR Legal Services.

Registered in England and Wales.
Registration Number: 4131604.
VAT Reg No: 741 7395 20.

Registered Office: ConveyIT House, 28 Coity Road, Bridgend CF31 1LR.

The terms and conditions govern the work carried out by Search Direct UK Limited but are not exclusive.

For more terms and conditions or details concerning certain enquiries please contact Search Direct UK Limited.

Please Note:

- i. Search Direct UK Limited reserves the right to alter or withdraw the offer at any time without prior notification.
- ii. Search Direct UK Limited will not be responsible for the content, promotion or association with its' own or associated companies materials, products services or websites.
- iii. For full terms and conditions please contact Search Direct UK Limited.

Terms and Conditions below are subject to the Standard BIRR Terms and Conditions available at www.birr.co.uk.

Any absence of material is unintentional and repetition of certain Terms and Conditions is done so for the benefit of potential clients with particular attention being drawn to certain areas.

BIRR Standard Terms and Conditions apply.

Every endeavor will be taken to ensure that the information for services and products supplied via BIRR through marketing material and the BIRR website is updated regularly to ensure its accuracy.

BIRR will work to ensure that all services and products available are up to date and accessible to clients.

BIRR aims to maintain the highest standard for all services and products and will look to improve its' existing services and products regularly.

BIRR accepts no responsibility for failings or problems with third party products or services. BIRR will however support any client with information on how to deal with the matter and provide information on how to fix any potential problem or who should be contacted in the unlikely event of issues arising.

All associates, partners or third parties with BIRR are approved after careful consideration and will only be associated with BIRR if they apply to the same standard of care and service for clients and customers.

All technical responsibility for products and/or services in the case of third party companies involved is the responsibility of the third parties. Clients should seek assistance through the third party directly but inform BIRR of the issues. BIRR will do its utmost to provide help and support.

All referral's and third party dealings must be conducted with the approval of BIRR.

Any renewals or upgrades in third party products or services must be continuously conducted via BIRR. Any infringement of this clause will result in a claim by BIRR for loss of earnings.

BIRR reserve the right to pursue any breach of our terms and conditions through all and any legal means at our disposal.

BIRR has the right to distribute information for outsourced services or products to its associates and/or partners.

It is BIRR's policy to observe confidentiality with regard to the identity and affairs of our customers to the extent permitted by law, but, in common with other service providers, we may be required exceptionally to disclose information to governmental and other public authorities.

BIRR will use personal information which we hold about a client to provide our services and products to the client, for credit control and market research purposes and to inform a client about our services and products, and any other contact which we believe may be of interest to a client.

BIRR may share a clients information, which may be reasonable expected, with other companies in the Search Direct Group or with associated companies to BIRR.

Any directly strict or detailed personal information will not be shared and BIRR will take reasonable steps to ensure the privacy of our clients information is always protected.

Any design agreement made between a client and BIRR is final. Any changes after confirmation are subject to additional charges where BIRR believes it is necessary. Unexpected costs arising from such disagreements or lack of information is subject to payment by the client.

No responsibility is accepted by BIRR for errors in company communication, information or data supplied.

Any company information that is to be published or submitted should always be checked by the clients company. BIRR accepts no responsibility for incorrect information.

BIRR offers to provide reminders and up dates on certain company responsibilities and duties. BIRR however does not accept any legal or otherwise duty to carry out Company responsibilities, unless otherwise is expressed in writing. The duty and legal requirements remain with the Company and Directors that should instruct and ensure BIRR is carrying out the company duties.

It is the company's responsibility to provide adequate back up and protection of all data and company information. BIRR accepts no responsibility for loss of data or information.

All charges for products and/or services are subject to an annual charge unless otherwise stated.

Any agreement made between the client and BIRR on monthly payments is a contractual agreement. Default on any payments will be subject to standard

default payment policies and may arise in the remainder of cost due to BIRR being withdrawn from the client immediately.

BIRR reserves the right to withdraw any agreement for deferred payments and issue a statement requesting the remainder of the original price immediately.

While every effort will be made to ensure the highest standard neither us nor any of our partners, subsidiaries, divisions, affiliates, agents, representatives or licensors shall be liable to you or anyone else for any loss or injury or any direct or indirect, incidental, consequential, special, punitive, or similar damages arising out of your access or use of or your inability to access or use of the web site or any of our published materials, products or services, advice, information, nor the products or services, opinions or recommendations of third parties on the web site or via other contact. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis, even if we have been advised of the possibility of such damage. In the case of the exclusion or limitation of any of the incidental or consequential damages, our liability shall be limited to the extent permitted by law.

You hereby waive any and all claims against us and our subsidiaries, divisions, affiliates, agents, representatives and licensors arising out of your use of the web site, products, services or any materials, opinions or recommendations made by ourselves or third parties.