



## **TERMS & CONDITIONS**

Solve Web Media®

**Please read through our business terms & conditions.**



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c/o 20 Sunderland Avenue  
St Eval  
Wadebridge  
Cornwall  
PL27 7TZ  
("us", "our", "we")

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**PART A: Front Sheet**

Customer Name:

Customer Address:

("you", "your", "Customer")

I have read and agree to the Terms and Conditions attached to this front sheet  
(please tick or cross the box)

Signed: .....

*For and on behalf of the Customer*

Name: .....

Position:.....

Date:.....



## SERVICES

We will perform the services marked below on the terms set out in this agreement.

Search Engine Optimisation // Social Media Management

Website Design & Build // Hosting Services

## PRICING STRUCTURE OR QUOTE

Project Details/Outline: Website Proposal -

Domain:

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## PART B: TERMS AND CONDITIONS

Your attention is particularly drawn to the provisions of clause 8.

### 1. INTERPRETATION

#### 2. 1.1 Definitions. In these Conditions, the following definitions apply:

"Business Day"	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
"Charges"	the charges payable by you for the supply of the Services in accordance with clause 5.
"Conditions"	these terms and conditions including the front sheet, the schedules, annexes as amended from time to time in accordance with clause 11.8.
"Contract"	the contract between us and you for the supply of Services in accordance with these Conditions.
"Disclosing Party"	has the meaning given in clause 7.1.



“Due Date”	has the meaning given in clause 5.7.
“Force Majeure Event”	has the meaning given in clause 11.1.
“Inappropriate Content”	has the meaning given in clause 4.1.7.
“Intellectual Property Rights”	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
“Our Materials”	has the meaning given in clause 4.1.6.
“Receiving Party”	has the meaning given in clause 7.1.
“Services”	the services, indicated on the front sheet where the relevant box has been marked, supplied by us to you as set out in the Services Schedule to this agreement together with any Special Conditions.
“Your Default”	has the meaning given in clause 4.2.
“VAT”	has the meaning given in clause 5.6.
“Your Materials”	any and all materials, including, without limitation, any text, images, brand names or logos, copy material for uploading to a website, and content of



emails supplied by you to us in connection with the Services.

1.2 In these Conditions, the following rules apply:

- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.2.5 a reference to **writing** or **written** does not include faxes or e-mails – save for clause 11.8 where the reference to **writing** includes e-mails; and
- 1.2.6 In the main body of these terms and conditions, a reference to a clause number is a reference to a clause in the main body of these terms and conditions. Unless otherwise stated, a reference to a clause number in a Schedule is a reference to a clause in that Schedule.



## 2. BASIS OF CONTRACT

- 2.2 The Contract constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in the Contract.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract nor shall they have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Each of the parties warrants to the other that it has full power and authority to enter into and perform this agreement.
- 2.6 In the event of a discrepancy between the terms set out in these terms and conditions and the Schedules to the same, the terms of the Schedules shall prevail.

## 3. SUPPLY OF SERVICES

- 3.2 We shall supply the Services to you in accordance with the Services Schedule, and the Special Conditions if any, in all material respects.
- 3.3 We shall use reasonable endeavours to meet any performance dates specified in the Services Schedule, and the Special Conditions if any, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.



3.4 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.

3.5 We warrant to you that the Services will be provided using reasonable care and skill.

#### 4. **YOUR OBLIGATIONS**

4.2 You warrant that:

4.2.1 you have ensured, before entering into this Contract, that the descriptions of the Services in the Services Schedule are complete and accurate and you hereby warrant that this is the case;

4.2.2 you will co-operate with us in all matters relating to the Services;

4.2.3 you will provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as reasonably required by us;

4.2.4 you will provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

4.2.5 you will obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start, including, without limitation, those required in respect of Your Materials;

4.2.6 you will keep and maintain all materials, equipment, documents and other property of ours ("Our Materials") at your premises in safe custody at your own risk, maintain Our Materials in good condition until returned to us, and not dispose of or use Our Materials other than in accordance with our written instructions or authorisation;



- 4.2.7 you will ensure that Your Materials do not infringe any applicable laws, regulations or third party rights (including 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) or the content standards detailed in the Content Standards Schedule (“Inappropriate Content”);
    - 4.2.8 you will maintain back ups of Your Materials.
  - 4.3 If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission of yours or failure by you to perform any relevant obligation (“Your Default”):
    - 4.3.1 we shall without limiting our other rights or remedies, have the right to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of any of our obligations to the extent that Your Default prevents or delays our performance of any of our obligations;
    - 4.3.2 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 4.2; and
    - 4.3.3 you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from Your Default.
- 5. **CHARGES AND PAYMENT**
  - 5.2 The Charges for the Services are detailed on the Front Sheet, together with the Charges Schedule and the Special Conditions in Schedule 4, if used.
  - 5.3 In addition to the charges detailed on the Front Sheet, we shall be entitled to charge you for any expenses reasonably incurred by the individuals whom we engage in connection with the Services including, but not limited to, travelling expenses, hotel





costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by us for the performance of the Services, and for the cost of any materials.

- 5.4 We reserve the right to increase any ongoing fees as detailed on the Front Sheet, provided that such charges cannot be increased more than once in any 12 month period. We will give you written notice of any such increase 2 months before the proposed date of the increase. If such increase is not acceptable to you, you shall notify us in writing within 4 weeks of the date of our notice and we shall have the right, without limiting our other rights or remedies, to terminate the Contract by giving 4 weeks' written notice to you.
- 5.5 We shall invoice you in accordance with the Front Sheet, the Charges Schedule and any Special Conditions, if used.
- 5.6 You shall pay each invoice submitted by us:
- 5.6.1 immediately upon issue of each invoice; and
  - 5.6.2 in full and in cleared funds by BACs to a bank account nominated in writing by us, and
  - 5.6.3 time for payment shall be of the essence of the Contract.
- 5.7 All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.8 Without limiting any other right or remedy we may have, if you fail to make any payment due to us under the Contract by the due date for payment ("Due Date"), we shall have the right to charge interest on the overdue amount at the rate of 8 % per



annum above the then current Lloyds Plc's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

5.9 You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

## 6. **INTELLECTUAL PROPERTY RIGHTS**

6.2 Save as provided at clause 6.4, any and all Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by us.

6.3 You acknowledge that, in respect of any third party Intellectual Property Rights, your use of any such Intellectual Property Rights in connection with the Services is conditional on us obtaining a written licence from the relevant licensor on such terms as are reasonable to us and which will entitle us to license such rights to you.

6.4 All Our Materials are the exclusive property of us.

6.5 You warrant that you own all Intellectual Property Rights in Your Materials or are licensed to use Your Materials on terms which entitle you to pass the same to us in connection with the Services and which entitle us to use the same in the provision of the Services and as otherwise permitted in this agreement.

6.6 You hereby licence us to use Your Materials for the purpose of providing the Services and as otherwise set out in this agreement, including without limitation, as set out in clause 6.7 of these Conditions. You warrant that you have the power and authority to grant the licence in this clause 6.5.



- 6.7 You warrant that Your Materials will comply with the standards set out in the Content Standards Schedule.
- 6.8 You acknowledge and agree that we may make unlimited use of Your Materials to promote, market and advertise our Services and that we may include our name and contact details on materials (including, without limitation, websites or printed matter) bearing the same. Further, you acknowledge and agree that we may actively promote or publicise the fact that we are or have been providing the Services to you.
- 6.9 In the event that you use any of Our Materials in a way not licensed in this agreement, we reserve the right to charge you a licence fee, calculated at our then current rates, for such unauthorised use, notwithstanding our right to require you to desist such use forthwith.
- 6.10 You acknowledge that nothing in these Conditions places any restrictions on our future ability to use Our Materials or any Intellectual Property Rights arising in materials created in the provision of the Services for any purpose.

## 7. **CONFIDENTIALITY**

- 7.2 A party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 7 shall survive termination of the Contract.



7.3 You warrant that you will keep any and all user names and/or passwords that we may supply to you in connection with the Services confidential. You acknowledge and agree that you are responsible for activity undertaken by anyone using such user names and/or passwords and indemnify us in respect of any and all losses, damages, expenses or claims which may arise from the same.

8. **LIMITATION OF LIABILITY:**

3. *YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE*

8.2 Nothing in these Conditions shall limit or exclude our liability for:

8.2.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

8.2.2 fraud or fraudulent misrepresentation;

8.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

8.2.4 anything else which it would be unlawful for the parties to attempt to exclude liability.

8.3 Subject to clause 8.1:

8.3.1 we shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of data, loss of goodwill or reputation or any indirect or consequential loss arising under or in connection with the Contract; and

8.3.2 our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances



exceed the amount paid to us by you in connection with the Service directly giving rise to such liability.

8.4 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.5 This clause 8 shall survive termination of the Contract.

## 9. **TERM AND TERMINATION**

9.2 Without limiting its other rights or remedies, either party may terminate this Contract with immediate effect by giving written notice to the other party if:

9.2.1 the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing of the breach;

9.2.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

9.2.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;



- 9.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 9.2.5 the other party (being an individual) is the subject of a bankruptcy petition or order;
- 9.2.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 9.2.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 9.2.8 a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 9.2.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 9.2.10 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1.2 to clause 9.1.9 (inclusive);
- 9.2.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or



- 9.2.12 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 9.3 Without limiting its other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under this Contract on the Due Date for payment.
- 9.4 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party written notice of termination of no less than the Notice Period as defined on the front sheet. Where notice to terminate is served during the Project Period, the Notice Period shall run from the end of the Project Period.
- 9.5 Without limiting its other rights or remedies, we shall have the right to suspend provision of the Services under the Contract or any other contract between you and us if you become subject to any of the events listed in clause 9.1.2 to clause 9.1.12, or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under this Contract on the Due Date for payment.
- 9.6 In addition to the rights of termination detailed elsewhere in these Conditions, the Contract, so far as it relates to the provision of the Services detailed in the Hosting Services Schedule, may be terminated in accordance with the provisions of the Hosting Services Schedule.

## 10. **CONSEQUENCES OF TERMINATION**

On termination of the Contract for any reason:

- 10.2.1 you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;



- 10.2.2 you shall return all of Our Materials immediately;
- 10.2.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;
- 10.2.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect; and
- 10.2.5 any licences granted from us to you shall terminate with immediate effect. We may be prepared to reinstate some or all such licences in exchange for a licence fee and on terms to be agreed.

## 11. **GENERAL**

### 11.2 Force majeure:

- 11.2.1 For the purposes of this Contract, Force Majeure Event means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 11.2.2 We shall not be liable to you as a result of any delay or failure to perform our obligations under this Contract as a result of a Force Majeure Event.
- 11.2.3 If the Force Majeure Event prevents us from providing any of the Services for more than 4 weeks, we shall, without limiting our other rights or remedies,





have the right to terminate this Contract immediately by giving written notice to you.

### 11.3 Assignment and subcontracting:

11.3.1 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party or agent.

11.3.2 You shall not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

### 11.4 Notices:

11.4.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.

11.4.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

11.4.3 This clause 11.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.



## 11.5 Waiver:

11.5.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

11.5.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

## 11.6 Severance:

11.6.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

11.6.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11.7 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

11.8 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.



- 11.9 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by us for the purpose of this clause “writing” shall include e-mail.
- 11.10 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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## **SCHEDULE 1**

### **SERVICES SCHEDULE**

Only those parts of this Schedule 1 whose services are incorporated into this agreement as indicated on the Front Sheet will apply

#### **Part A**

#### **Search Engine Optimisation**

4. We agree to provide you with, inter alia, the arrangement, provision of Search Engine Optimisation Services.
1. Cost and Invoicing
- 2.1 The cost for the provision of our Service is by way of monthly cost as specified on the Front Sheet to be invoiced on or around the last day of the month for the term of the agreement.



5. 2.2 We will invoice you monthly for all work completed during that month only.

6. 2.3 These costs do not include third party fees such as web developers, web designers, copy writers and content marketers fees which must be paid directly to the relevant third party.

## 2. Our Materials

7. 3.1 Our Materials include, without limitation, a report of recommendations for structural advice for web developers and the report should only be used for this project. Should you wish to use the same following termination or expiry of this agreement we may agree a fee with you to permit such use. If such agreement cannot be reached, you shall have no right to use Our Materials following termination or expiry of this agreement.

8. 3.2 We will not be obliged to include in Our Materials anything which we believe is in breach of the Content Standards.

## 3. Access to Google, Bing other and relevant platforms

9. 4.1 You will provide us with access to your Google, Bing and other relevant platforms accounts and warrant that you are permitted to provide such access. You hereby indemnify us against any and all losses, claims, damages, and other consequences, howsoever arising from a breach of the warranty set out in this clause.

10. 4.2 It is your responsibility to maintain the security of your Google and/or Bing accounts. We cannot be liable for any losses, claims, damages or other consequences resulting from a breach of security, including without limitation, a third party hacking into your account.

11. 4.3 You agree to pay all third party fees (including without limitation, web developers, web designers, copy writers and content marketers) required to enjoy



the benefits of the Service and acknowledge that should you fail to do so, and access to relevant third party accounts is blocked, we shall be under no obligation to provide the Services whilst such access is blocked but you will be obliged to continue paying the charges due under this agreement.

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## **SCHEDULE 1**

### **SERVICES SCHEDULE**

#### **Part B**

#### **Social Media Management**

12. 1. We agree to provide you with social media management across platforms including but not limited to; Twitter, Facebook, Google plus, Instagram, You Tube, LinkedIn and Pinterest, together or individually, the “Social Media Platform”.

#### 2. Cost and Invoicing

2.1 The cost for the provision of our Service is by way of monthly cost as specified on the Front Sheet to be invoiced on or around the last day of the month for the term of the agreement.

2.2 We will invoice you monthly for all work completed during that month only.

2.3 These costs do not include third party fees such as web developers, web designers, copy writers and content marketers fees which must be paid directly to the relevant third party.

#### 3. Accounts creation and management

13. 3.1 We will create and configure accounts for you on the relevant Social Media Platform where:



- i. You already have an account;
  - ii. For us to do so would be a break of the Social Media Platforms terms; as,
  - iii. The Social Media Platform is not deemed by us, in our sole discretion, to be relevant.
14. 3.4 It is your responsibility to maintain the security of your accounts. We cannot be liable for any losses, claims, damages or other consequences resulting from a breach of security, including without limitation, a third party hacking into your account.
15. 3.5 We may analyse the data and reports from your Management of your Social Platforms and Google Tag. If you ask us to do so, we will provide reporting and analytic analysis as part of this Service at an extra fee.
16. 3.6 You agree to pay all third party fees (including without limitation, web developers, web designers, copy writers and content marketers) required to enjoy the benefits of the Service and acknowledge that should you fail to do so, and access to relevant third party accounts is blocked, we shall be under no obligation to provide the Services whilst such access is blocked but you will be obliged to continue paying the charges due under this agreement.

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## **SCHEDULE 1**

### **SERVICES SCHEDULE**

#### **Part C**

#### **Web Design & Build**



17. 1. We will provide you with a document (the “Project Plan”) outlining the proposed creation of your website (the “Site”)

18. 2. SCOPE OF THE PROJECT

We shall:

(a) liaise with you in developing the look and feel of the Site;]

(b) design, develop and deliver the Site in accordance with the Project Plan; and

(c) where asked to and remunerated for, host the Site.

19. 3. CUSTOMER RESPONSIBILITIES

3.1 The Customer acknowledges that our ability to design and build the Site is dependent upon the full and timely co-operation of the Customer (which the Customer agrees to provide), as well as the accuracy and completeness of the design specifications provided by Customer and any information and data the Customer provides to us. Accordingly, the Customer shall provide us with access to, and use of, all information, data and documentation reasonably required by us for the performance of our obligations under this agreement.

3.2 The Customer shall be responsible for the accuracy and completeness of any content appearing on the Site.

20. 4. DEVELOPMENT AND ACCEPTANCE OF SITE

4.1 Once the Supplier has completed the design and development of the Site in accordance with the Project Plan, the Supplier shall run tests to ensure the Site functions in accordance with the Project Plan (“Acceptance Tests”). The procedure set out in this clause 4 may be repeated in respect of any further development works agreed by the parties from time to time.



4.2 Acceptance of the Site shall occur when the Site has passed the Acceptance Tests. The Supplier shall notify the customer when the tests have been passed and provide the results of the Acceptance Tests to the Customer in writing.

4.3 If any failure to pass the Acceptance Tests results from a defect which is caused by an act or omission of the Customer, or by one of the Customer's sub-contractors or agents for whom we have no responsibility (Non-Supplier Defect), the Site shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Supplier Defect. We shall provide assistance reasonably requested by the Customer in remedying any Non-Supplier Defect by supplying additional services or products. The Customer shall pay us in full for all such additional services and products at our then current fees and prices.

4.4 Acceptance of the Site shall be deemed to have taken place upon the occurrence of any of the following events:

(a) the Customer uses any part of the Site for any revenue-earning purposes or to provide any services to third parties other than for test purposes; or

(b) the Customer unreasonably delays the start of the relevant Acceptance Tests or any retests for a period of seven working days from the date on which the Supplier is ready to commence running such Acceptance Tests or retests.

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## **SCHEDULE 1**

### **SERVICES SCHEDULE**

#### **Part D**

#### **Hosting Services**





21. 1. In addition to the terms set out below we may provide you with a document (the “Hosting Plan”) outlining the proposed hosting services for your website (the “Site”)

22. 2. SERVICES

2.1 We shall perform its obligations in accordance with this agreement and any additional Hosting Plan that we make available to you.

2.2 Provided we receive or otherwise have the necessary access to a copy of the Site and any necessary or associated information or materials we shall host the Site for the duration of this agreement and in accordance with its terms.

23. 3. CUSTOMER RESPONSIBILITIES

3.1 The Customer shall be responsible for the accuracy and completeness of all data and information submitted to us and hereby warrants that it has all rights (including without limit, intellectual property rights) necessary to be able to permit us to host the site and hereby indemnifies us against any and all consequences howsoever arising as a breach of this warranty.

24. 3.2 We shall not be liable for any delays in implementing the services outlined in this schedule that results from the Customer’s failure to fulfil any of its obligations set out in this agreement or as detailed in the Hosting Plan. We reserve the right to invoice the Customer for any additional expenses reasonably incurred by us as a result of such delays.

25. 4. LIMITATION OF REMEDIES AND LIABILITY

4.1 Nothing in this agreement shall operate to exclude or limit our liability for:

(a) death or personal injury caused by its negligence; or



(b) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(c) fraud; or

(d) any other liability which cannot be excluded or limited under applicable law.

4.2 Neither party shall be liable under or in connection with this Agreement or any collateral contract for any:

(a) loss of revenue;

(b) loss of actual or anticipated profits;

(c) loss of contracts;

(d) loss of the use of money;

(e) loss of anticipated savings;

(f) loss of business;

(g) loss of opportunity;

(h) loss of goodwill;

(i) loss of reputation;

(j) loss of, damage to or corruption of data; or

(k) any indirect or consequential loss,



in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.

4.3 Subject to clause 8.1, our aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 100% of the total Charges payable by the Customer to us under this agreement in that calendar year.

## **26. SCHEDULE 2**

### **27. CHARGES SCHEDULE**

1. The Charges given in this Schedule do not include VAT. (VAT: Vat is charged at the prevailing rate, which is currently 20%)
2. Unless indicated otherwise, the Charges given in this Schedule and on the Front Sheet are estimates based on the information you have given to us.
3. Our total Charges will be calculated on the time we spend in preparing the Services. Time will be charged at the rates detailed below.
4. All sums invoiced are payable immediately.
5. You agree to pay us in full for any work carried out and for any materials purchased by us to facilitate the provision of the Services immediately upon receiving notice from us if the provision of the Services or any part of them has been postponed or delayed by you for a period of more than 28 days.
6. We reserve the right, by serving notice to you, to increase the estimates given in this Schedule to reflect any increase in costs incurred by us as a result of a factor beyond our control such as, without limitation, any change in your instructions and/or any



change in the costs we have to pay to our suppliers and/or sub-contractors for the provision of materials and/or services.

7. The rates of those likely to be involved in the provision of the Services are as follows:

<b>28. Fees</b>	<b>29. Work</b>	<b>30. Due</b>
31.	32.	33.
34.	35.	36.
37.	38.	39.



## SCHEDULE 3

### CONTENTS STANDARD SCHEDULE

40. We will not submit materials to third parties where we are aware that material is in breach of their Acceptable Use Policy (or similar)
41. You will ensure that Your Materials:
  - Do not breach third party hosting provider as amended from time to time;
  - Do not breach any applicable local, national or international law or regulation;
  - Are not unlawful or fraudulent, or have any unlawful or fraudulent purpose or effect;
  - Do not harm or attempt to harm minors in any way;
  - Are not:
    - defamatory of any person;
    - obscene, offensive, hateful or inflammatory;
    - sexually explicit;
    - promoting violent;
    - discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age;
    - an infringement of any copyright, database right or trade mark of any other person;
    - likely to deceive any person;



- o made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - o Promoting any illegal activity;
  - o threatening, abusive or invading another's privacy, or causing annoyance, inconvenience or needless anxiety;
  - o likely to harass, upset, embarrass, alarm or annoy any other person;
  - o Impersonating any person, or misrepresenting your identity or affiliation with any person;
  - o Advocating, promoting or assisting any unlawful act such as (by way of example only) copyright infringement or computer misuse
- Will not be used:
    - o To transmit, or procure the sending of, or comprise any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
    - o To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

Where any Material provided by you is in breach of the above, you hereby indemnify us for any and all losses accounting as a result of that breach.