

## Safetech LTD - General Terms and Conditions

The Services offered by Safetech LTD (as defined below) can only be used by Clients who have accepted them unconditionally by ordering our Services. It is not possible to proceed with the Order without this acceptance. The Client undertakes to fulfil the obligations contained within these terms and conditions. The Agreement between the Client and the Consultant comes into force as soon as the Consultant undertakes a recorded telephone Order with the Client, and/or the Consultant meets with the Client to secure the Order. The General Terms and Conditions are made readily available on the Consultants Website. The Client should save and/or print a copy of these terms and conditions for future reference when making an Order. These General Terms and Conditions apply to the offering and provision of Services by Safetech LTD. These General Terms and Conditions are subject to the Agreement which is made available to the Client and which the Client also accepts at the moment that an Order is actually placed. It is the Client's responsibility to familiarise himself/herself with the Consultants General Terms and Conditions. The Agreement applies to all new Clients and existing Clients and is effective from 03<sup>rd</sup> March 2020. The Safetech LTD brand and [www.safetech.co.uk](http://www.safetech.co.uk) and respective website is wholly owned by Safetech LTD. This Agreement is deemed to be a business to business Agreement between "Client" and "Consultant". The General Terms and Conditions can be changed by Safetech LTD at any time without prior notice and are with respect to the Services provided by Safetech LTD, hereinafter referred to as the "work." Whereas, Consultant is a professional supplier of IT Services of good standing; whereas, you, the Client wishes us, the Consultant to create certain work described more fully herein; and whereas, Consultant wishes to create such work; now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

**1. Definitions**

- 1.1 "Agreement" means a business to business Agreement.
- 1.2 "Arrears Collection Action" is the action that we take when an account is in Default. Arrears Collection allows us to apply arrears management fees and litigation management fees to the Clients' account.
- 1.3 "Charges" means the Charges as set out in any Quotation and confirmed by the Order; and/or the Consultant's published price list or tariff structure in force from time to time.
- 1.4 "Contract" means a Contract, subject to these conditions, for the provision of the Services to the Client by the Consultant.
- 1.5 "Confidential Information" means all Information designated as such by either party in writing together with all such other Information which relates to the business, affairs, products, developments, trade secrets, know-how, personnel and Clients of either party or Information which may reasonably be regarded the Confidential Information of the disclosing party.
- 1.6 "Client" means you. The company, firm, body or person purchasing and/or using the Services provided by the Consultant.
- 1.7 "Client Content/Data" means text, graphics, photographs, sounds, Information, data, music, video, film or any other copyright work publicly available on the Website or provided for publication on the Website either by the Client or any other third party (excluding the Consultant) commissioned by the Client, together with all User Generated Content and Information regarding Users (such as, for example, the number of page impressions, Users email addresses or other Information posted by users or depicted by the Website about Users).
- 1.8 "Consultant" is Safetech LTD co number 08170353, registered office is: Central Chambers, 227 London Road, Hadleigh, Essex, SS7 2RF.
- 1.9 "Default" means any breach of the obligations of either party (including but not limited to a fundamental breach or breach of a fundamental term).
- 1.10 "Direct Debit/Standing Order" means a financial transaction in which The Consultant withdraws funds from the Clients bank account. Formally, the Consultant instructs the Clients bank to collect (i.e., debit) an amount directly from the Clients bank account designated by the Client and pay those funds into a bank account designated by the Consultant.
- 1.11 "Domain Name" means the name registered with an Internet Registration Authority used as part of the Clients' URL.
- 1.12 "Information" means Information in any form (including visual and textual) published or otherwise made available (directly or indirectly) on the Internet via the Website.
- 1.13 "Instalment Transaction" is a single purchase of Services billed to the Client in multiple segments, over a period of time agreed between the Client and the Consultant.
- 1.14 "Intellectual Property Rights" means patents, trademarks, service marks, database rights, design rights (whether registered or otherwise), applications for any of the foregoing, copyright, know-how, trade or business names, Domain Names and other similar rights or obligations whether registerable or not and in any territory or jurisdiction (including but not limited to the United Kingdom).
- 1.15 "Invoices" means Invoices raised by the Consultant for Services provided pursuant to a Contract.
- 1.16 "Ongoing Services" means web hosting, web optimization, advertising or other Services offered by the Consultant which impose Recurring Transactions and/or Instalment Transactions.
- 1.17 "Order" means a purchase Order in respect of the Services requested by the Client and submitted to the Consultant, together with all documents referred to in it.
- 1.18 "Quotation" means a Quotation for an agreed piece of Work (incorporating these conditions) provided by the Consultant to the Client in respect of the Services.
- 1.19 "Recurring bank Card / Direct Debit/Standing Order Payments" are multiple transactions taken at predetermined intervals, not to exceed one year between transactions, representing an Agreement between the Client and the Consultant to purchase Services provided over a period of time.
- 1.20 "Search Engine Optimisation/Marketing" is the process of affecting the visibility of a website or a web page in a search engine's "natural" or unpaid ("organic") search results.
- 1.21 "Server" means the Consultants servers used to store Websites, emails, data bases and any other electronic Information required.
- 1.22 "Services" means the Services which are the subject matter of a Contract, being the Work and/or Services or any of them to be performed by the Consultant for the Client pursuant to the Order including, without limitation, the Ongoing Services.
- 1.23 "User" means any member of the public accessing the Website via the Internet or by any other means.
- 1.24 "User Generated Content" means all such material posted by Users on the Website. "URL" means a Uniform Resource Locator.
- 1.25 "Website" means the Website developed by the Consultant for the Client as described and laid out in any project questionnaire and/or discussion.
- 1.26 "Web Hosting Service" is a type of Internet hosting service that allows individuals and organizations to make their website accessible via the World Wide Web.
- 1.27 "Work" means, however is not limited to, Website Development, Search Engine Optimisation, Hosting, Branding and Business Consultancy.

## 2. Confidential Information

2.1 The Client and Consultant may disclose Confidential Information one to the other to facilitate Work under this Agreement. Such Information shall be so identified in writing at the time of its transmittal and shall be safe guarded and not disclosed to third parties by the receiving party. Confidential Information shall not include Information that:

- Is already known to the party to which it is disclosed;
- Is or becomes part of the public domain without breach of this Agreement;
- Is obtained from third parties, which have no obligations to keep Confidential to the parties of this Agreement.

## 3. General

3.1 Safetech LTD is a Website Development, Search Engine Optimisation, Hosting, Branding and Business Consultancy Company. Further to an Order from the Client, the Consultant will immediately provide professional Services to the Client as agreed.

## 4. Agreement

- 4.1 Your Agreement commences with us when you Order our Services. The Consultant will provide to the Client, by either electronic means or by physical means, an Agreement for this purpose for the Client to sign; however, the Consultant may use recorded telephone lines and/or verbal Agreement to facilitate a final and binding Agreement. The Consultant will confirm the Clients Order on the recorded telephone line, electronically (By email and/or fax) or face to face. All Orders, however taken, are deemed as a legally binding Order and Contract.
- 4.2 The Agreement is deemed business to business which is made in line with the distance and direct sales guidelines as laid down by the Office of Fair Trading.
- 4.3 Any right to a cooling off period is waived further to the ordered Work commencing immediately post Order.
- 4.4 The Consultant does not provide midterm cancellations under any circumstances. The commitment made by the Client to the Consultant at the time of Order must be fulfilled in all circumstances.
- 4.5 All Contracts run for a period of one year unless specifically amended during the placement of the Order by the Client.

## 5. Terms of Payment

- 5.1 Prices quoted and due to be paid to the Consultant are net and in Pounds Sterling.
- 5.2 As consideration for the performance of the Consultant's obligations under the Contract, the Client shall pay all sums owing pursuant to the Contract to the Consultant.
- 5.3 The Client shall, at the time of placing an Order with the Consultant, pay to the Consultant the full amount attributable to the Work. In the event the Client chooses to pay for our Services by instalments, a deposit shall be paid as agreed at the point of sale. The deposit is non-refundable.
- 5.4 The Consultant shall charge the Client for the Work immediately on completion of the Order. Unless otherwise agreed in writing by the Consultant, payment will be made by the Client immediately post Order.
- 5.5 Failure to make agreed payments by their due date is deemed as Default and may result in suspension/disconnection of any Service and/or Ongoing Service.
- 5.6 Failure to make agreed payments by their due date is deemed as Default and may also result in 'Arrears Collection Action'.
- 5.7 The Client shall provide the Consultant with suitable required Information to complete the Work as agreed. Information must be supplied by the Client to facilitate completion of the Work within 56 days of the Order. Failure by the Client to provide Information to facilitate Work completion by the 56th day post Order will result in any remaining payments due to be fully payable by the Client to the Consultant on the 56th day.

## 6. Charges

- 6.1 We will charge your account for the Services we provide to you in line with our Charges, and you agree to pay us the amount you are charged in accordance with such Charges.
- 6.2 We may update our Charges from time and time, where any changes to our Charges will be posted on our Website or we will write to you to make you aware of these changes.
- 6.3 We reserve the right to request that you pay for our Services by Direct Debit/Standing Order and you accept that your Charges may increase if you pay by any other means. If a Direct Debit/Standing Order, Recurring Card Payment and/or Instalment Transaction is dishonoured or cancelled we shall be entitled to pass on to you any third-party Charges we incur and in addition, we may lower your credit limit and suspend or terminate your Service.
- 6.4 If you wish to cancel or change the details relating to your Direct Debit/Standing Order, Recurring Card Payment and/or Instalment Transaction you must tell us immediately and provide us with an alternative method of payment acceptable to us.
- 6.5 If paying for our Services in instalments we will collect the first payment from you at the time of Order. This payment will be paid by you in the form of Debit or Credit card, cheque, and/or BACS bank transfer. Our Services may be provided prior to receiving any payment from you; therefore, the Order forms our Agreement and not the receipt of any payment.
- 6.6 If you request that we provide you with a copy of any invoice and/or receipt previously provided in accordance with these terms and conditions we reserve the right to charge you an additional amount for providing you with this service.
- 6.7 If you have a Contract with us you will receive your Invoices, receipts and any Agreements by electronic means. It is a condition of this Contract that you provide a valid email address for this purpose and that you keep us informed of any changes to it. You are responsible for ensuring your electronic mailbox is in proper working order where we shall not be liable for any errors in sending or receiving emails unless caused by our negligence. You are also responsible for informing us of any other change in circumstance including, however not limited to, a change of business and/or personal address.
- 6.8 We will deduct all payments on the due date as agreed during your Order of our Services. If this due date falls on a weekend or a public holiday, we will deduct the payment on the next working day after that date. If you choose to pay by Direct Debit/Standing Order, and if we make an error in our Charges to you, under the Direct Debit/Standing Order scheme you are entitled to an immediate refund from your bank or building society. You may cancel a Direct Debit/Standing Order instruction at any time by writing to your bank or building society. If you do cancel your Direct Debit/Standing Order that you use to pay us, you must also tell us immediately and provide us with an alternative method of payment acceptable to us.

6.9 If you disagree with any item on your Invoice, you must notify the Consultants customer services department, in writing, within 30 days of the date on the Invoice. After that time, you are deemed to have accepted the Invoice. Disputes must be sent to Safetech LTD customer services at [admin@safetech.co.uk](mailto:admin@safetech.co.uk).

6.10 If any payment for Charges is dishonoured or received by us after the due date you accept that we may charge you additional fees. Additional fees may include, however are not limited to, Arrears Management Fees and Litigation Management Fees.

6.11 If we accept that it is our mistake, we will refund any amounts that we have wrongly charged to your account within 30 days of receiving your notification. If you are unhappy with our decision, please refer to the dispute resolution process set out in our code of practice.

6.12 We can charge interest at 8% above the Bank of England base rate (which is amended from time to time) on any amount that is still due 30 days after the Invoice date in line with these General Terms and Conditions. This interest will start to apply from 30 days after the due date for payment and will accrue each day until you pay the total amount you owe, whether or not this Contract has ended. Please also note that we may suspend or end your Services immediately.

6.13 You agree to pay all our reasonable legal and/or collection costs for collecting any overdue amounts you owe us.

## 7. Recorded Telephone Calls

7.1 The Client agrees that the Consultant will record selected telephone calls for the purpose of, but not limited to, training, marketing and dispute resolution.

7.2 The Client authorises the Consultant to use the recorded telephone calls as seen fit and if required provide them to third parties for the purpose of, however not limited to, training, marketing and dispute resolution.

## 8. Delivery and Completion Dates

8.1 The Consultant undertakes to use their reasonable endeavours to provide completed Services to the Client within the time frame stipulated at time of the Order, or if no time frame is specified, within a reasonable time frame post which the Consultant receives an Agreement from the Client during the placement of the Order.

8.2 The dates and timeframes for carrying out the Services and delivery of any resultant Work are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery or performance.

8.3 The Consultant will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform save where the same is a result of the negligence of the Consultant.

8.4 No delay shall entitle the Client to reject any delivery or performance or any other Order from the Client or to repudiate the Contract or the Order.

## 9. Work

9.1 Where required by the Order, the Consultant shall provide agreed Services. The Consultant agrees to develop the relevant Work in accordance with the Specification as set out in the Order.

9.2 The Client shall provide to the Consultant in a timely and suitable manner and in a format required by the Consultant, such Information as may be reasonably necessary to enable the Consultant to complete the Work in accordance with the Specification, provided that the Client shall not supply any Information which infringes the Intellectual Property Rights of a third party or is fraudulent, offensive, abusive, defamatory, obscene or menacing or causes annoyance, inconvenience or needless anxiety or constitutes unsolicited advertising or promotional material.

9.3 The Client unconditionally guarantees that any element of text, graphics or other artwork furnished to the Consultant for inclusion in the Work is owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend the Consultant and/or its associates or partners from any claim or suit arising from the use of such elements furnished by the Client.

9.4 The Consultant shall convert the Information and/or Client Content/Data into a display-ready format for the Work, to meet the Specification. If the Information and/or Client Content/Data are not in a suitable digital format, as agreed between the Consultant and the Client, an additional charge will be made for its conversion by The Consultant.

9.5 The Consultant including (but not limited to) any of their associates and/or partners make no guarantee whatsoever to secure outcomes further to the Services provided by the Consultant.

9.6 Any statistics that are provided to the Client by the Consultant are approximate only and based on statistics available at the time of Order.

9.7 The Consultant will make every effort to ensure that the Clients Website is search engine optimised to facilitate the Website being ranked on the search engines; however, the Consultant provides no guarantee to the Client that their Website will rank in any definitive position on any particular Search Engine.

## 10. Agreement Renewals

10.1 Any Ongoing Service that the Consultant provides for the Client is provided for a set period as agreed at the time the Client places the Order with the Consultant.

10.2 In the event the Client no longer wishes to use the Consultants Services, the entire term of the Agreement will be charged as per the Agreement when the Client Ordered the Consultants Services.

10.3 The Clients Agreement with the Consultant will automatically renew at the end of the Contract term. The Client can opt out of automatic renewal as detailed in clause 10.7.

10.4 Automatic payment for Ongoing Services will be made to the Consultant via the Clients' preferred payment method on the due date.

10.5 Automatic renewal of the Services will be charged at the original Service cost, and not at any discounted cost, as outlined at the point and time that the original Order was placed by the Client.

10.6 In the event that the Client decides that automatic renewal of the Services and Agreement is not required and does not require Ongoing Services to be provided to them, by the Consultant, it is deemed the Clients' full responsibility to inform the Consultant. The Client can inform the Consultant that they no longer want their Agreement with the Consultant to be automatically renewed by writing to: Safetech LTD, 479 London Road, Westcliff-on-Sea, Essex SS0 9LG. It is the Clients responsibility in its entirety to ensure that the communication to this effect is received by the Consultant.

10.7 The Client agrees to inform the Consultant that they no longer want their Agreement with the Consultant to be automatically renewed at least Thirty (30) working days prior to the end of the original Agreement or renewal of Services term.

### 11. Responsibility for Approving Completed Work

11.1 The Client acknowledges and agrees that the Consultant shall produce the Work based on the Specification as provided by the Client. It shall be the responsibility of the Client, and not the Consultant, to review and approve the completed Work (including, without limitations, the spelling of names and addresses and the accuracy of telephone numbers etc) at the time of the completion of such Work by The Consultant to the Client for approval by the Client.

11.2 The Consultant shall have no liability to the Client for any inaccuracies in the Work if and to the extent that the Client has failed to review and/or approve (or require amendment (as the case may be)) the Work provided pursuant to the Contract.

### 12. Search Engine Optimisation/Marketing Services

12.1 Where specified in the Order, the Consultant shall provide Search Engine Optimization/Marketing Services, which shall entail the Consultant using its reasonable endeavours to improve the ranking of the Client's Website in response to a search engine search, only in relation to the search engines known as, however not limited to "Google", "Yahoo" and "MSN".

12.2 Whilst the Consultant will use reasonable endeavours to improve the position of the Client's Website in the nominated search engine results in response to a search request, the Consultant does not warrant that this effort is in any way guaranteed.

12.3 The Consultant shall have no liability to the Client for any changes to the position of the Client's Website in any search engine results in response to any search.

12.4 Upon termination of the Contract for any reason, the Client shall immediately grant the Consultant the right to access the Client's Website (whether hosted by The Consultant or otherwise) for the purpose of disabling the Work and relevant coding created by the Consultant which form part of the Search Engine Optimisation/Marketing Services and removing this and any other intellectual property belonging to The Consultant.

### 13. Web Hosting Service

13.1 Upon acceptance of the Work, the Consultant will install any Website onto a Server in accordance with the Specification and provide a connection to the Internet via the Server ("Hosting Service").

13.2 The Consultant shall provide to the Client a secure means of access to the Website and relevant emails.

13.3 The Client shall be solely responsible for the accuracy, legality, and compliance of the Website Information and User Generated Content and will be solely liable for false, misleading, inaccurate, or infringing Information contained or referred to therein.

13.4 The Client acknowledges and agrees that the Consultant may be required by law to monitor any Website and/or email content and if necessary, give evidence of the same together with use of the logon ID to support or defend any dispute or actionable cause or matter which arises in relation to the same.

13.5 The Consultant does not warrant that the Web Hosting Service and/or email service or Server in relation to the Client's Website and/or emails will be continuously available, however; the Consultant will use its reasonable endeavours to keep downtime to a minimum.

13.6 The Consultant may need to at times, temporarily suspend the Website Hosting Service and/or email for repair, maintenance or improvement of the Hosting and/or email service and will give the Client as much notice as is reasonably practicable in the circumstances, before doing so. The Consultant will also restore the Web Hosting Service and/or email service as soon as reasonably practicable.

13.7 The Client accepts the Web Hosting Service and/or email service and Server "AS IS" with any faults, or failings and without any representation, warranty or guarantee whatsoever, express or implied, including without limitations any implied warranty of accuracy, completeness, quality, continuity of service, connectivity and fitness for a particular purpose.

13.8 Website and email hosting Services are provided for a period of one year. On the anniversary of the Web Hosting Service, the hosting package is auto renewed for a further period of one year. The Web Hosting Service will be charged at the current rate at the time of renewal.

### 14. Domain Names

14.1 The Consultant will auto renew, on a yearly basis, any Domain Name that the Client instructs us to renew. The charge for the renewal of the Domain Name will be applied at the current rate.

14.2 Any further and/or additional Domain Names that are utilized in the hosting of the Client's Website are the full responsibility of the Client and are renewable at the Client's own cost.

14.3 In the event that the Client desires the Consultant to renew any additional domain names on behalf of the Client an additional cost may be applied to the Client's account.

### 15. E Commerce Web Services

15.1 The Consultant may supply E Commerce Services via third parties and other suppliers and the Client is subject to the terms and conditions of such business on their individual Websites. The Consultant will accept no liability for any financial loss resulting from the use of any E Commerce Website provided by the Consultant.

### 16. Client Warranties

16.1 The Client warrants that it has the right to include, and permit the Consultant to include, the Information and the Content on the Website, or has obtained the rights from third parties to do so; it will not supply the Consultant with any Information or User Content that is; unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable; harmful to minors in any way; in breach of any third party right under any law or under a contractual or fiduciary relationship; an infringement of any Intellectual Property Rights; unsolicited or unauthorised advertising, promotional material, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation; containing software viruses or any other computer code, files or programmes designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; intentionally or unintentionally a violation of any applicable law and/or regulation having the force of law; data which contravenes the United Kingdom Data Protection Legislation in any way; it will comply with the Data Protection Act 1998.

16.2 The Client accepts that the Consultant is under no obligation to monitor or approve the Information and accepts that the Consultant excludes all liability of any kind for all material comprising the Information.

16.3 The Consultant warrants that it shall perform the Work with reasonable skill and care in accordance with the standards generally observed in the industry for similar Services; and that it will comply with the Data Protection Act 1998.

#### **17. Intellectual Property and Licence**

17.1 The Intellectual Property Rights in the Website and the Domain Name registration shall vest exclusively in the Consultant. As such, the Consultant shall be free to reproduce, use, disclose, display, exhibit, transmit, perform, create derivatives Works, and distribute such material unless specifically agreed otherwise. Further, the Consultant shall be free to use any ideas, concepts, know how or techniques acquired in the construction of websites for any purpose whatsoever included but not limited to developing, manufacturing and marketing products and any other items incorporating such Information unless specifically agreed otherwise.

17.2 All rights, titles and interests in and to the Intellectual Property Rights in the Information associated with and content of the Website shall vest exclusively with the Client. The Client acknowledges that any Intellectual Property Rights created, developed, subsisting or used by the Consultant in or in connection with the provision of the Services shall be the sole property of the Consultant.

17.3 Nothing in this Agreement grants to the Client any rights to sell or market the Website of Specification to any third party.

#### **18. Indemnity**

18.1 The Client shall indemnify the Consultant against any loss, damage, cost or expense (including reasonable solicitors' fees and expenses) the Consultant may suffer or incur as a result of any claim by any third party that the Client's Information or Content infringes the Intellectual Property Right of a third party or is fraudulent, offensive, abusive, defamatory, obscene or menacing or causes annoyance, inconvenience or needless anxiety or constitutes unsolicited advertising or promotional material; Work done in accordance with the Client's instructions in hosting of the Website on the Server involving the infringement of any Intellectual Property Right (including but not limited to framing or linking to third parties' websites); any claim by a third party arising from the Client's breach of the warranties under Clause 16.1 above.

18.2 The Consultant shall not be liable to the Client for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Contract, the Server, the connectivity to the Internet, the Hosting, the Software, their use, application, support or otherwise, except to the extent which it is unlawful to exclude such liability.

#### **19. Indemnity and Limitation of Liability**

19.1 The Client shall indemnify the Consultant against any loss, cost or expense incurred by the Consultant arising from any act, omission, neglect or Default, of the Client, its agents, or employees.

19.2 Nothing in this Agreement excludes or limits the liability of the Consultant for fraudulent misrepresentation or for any death or personal injury caused by the Consultants negligence.

19.3 The Consultant will not be liable to the Client in Contract, tort (including but not limited to negligence), misrepresentation or otherwise for any economic loss of any kind (including but not limited to loss of profit, business, contracts, revenue or anticipated savings), any damage to the Clients reputation or goodwill or any other special, indirect or consequential loss (whatsoever and howsoever caused) which arise out of or in connection with a Contract.

19.4 The Client acknowledges and agrees that the Consultant's total liability in respect of the warranty provided under clause 16.3 shall be limited to re-performance of the Services or refund of the relevant Contract price.

19.5 Notwithstanding clause 19.4 above, the Client acknowledges and agrees that the Consultant's total liability in Contract, tort (including but not limited to negligence), misrepresentation or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the amount paid by the Client pursuant to the relevant Contract.

19.6 Neither party shall be liable for any failure in the performance of any of its obligations under the Agreement caused by factors beyond its reasonable control.

#### **20. Notices**

20.1 Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by prepaid first-class letter Post or facsimile transmission.

20.2 Any notice or document shall be deemed served if delivered, at the time of delivery; if posted, 48 hours after posting, and if sent by facsimile Transmission and/or email, at the time of transmission and/or the sending of such email.

#### **21. Invalidity**

21.1 The invalidity, illegality, or unenforceability of any provision of these conditions should not affect the other conditions.

#### **22. Third Party Rights**

22.1 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

#### **23. Fees and Additional Services**

23.1 Changes in Client input or direction or excessive changes will be charged at £69.95 ex Vat per hour. Any Work the Client wishes the Consultant to create, which is not specified in any Order, will be considered an additional chargeable service. Such Work shall require a separate Agreement and payment separate from and additional to that specified in any original Order.

23.2 The Consultant will provide to the Client, by either electronic means or by physical means, an Agreement for this purpose for the Client to sign; however, the Consultant may use recorded telephone lines and/or verbal Agreement to facilitate a final and binding Agreement in relation to the additional Works. The Consultant will confirm the Clients Order on the recorded telephone line, electronically (By email and/or fax) or face to face, which is deemed as a legally binding Order and Contract.

#### **24. Expenses**

24.1 Client agrees to reimburse Consultant for any of the following expenses necessary in completion of the Work: (e.g. Fonts, Messengers, Proofs, Props, Research, Shipping, Software, Stock photography, Travel, Telephone Consultation).

**25. Assignment of Work**

25.1 Consultant reserves the right to assign other designers and/or affiliates to the Work, known as outsourcing, to facilitate, however not limited to, quality and on-time Work completion.

**26. Reservation of Rights**

26.1 All rights not expressly granted hereunder are reserved to Consultant, including but not limited to all rights in sketches, copy, or other preliminary materials.

**27. Publication**

27.1 The Client may publish or disclose Information regarding the Services and shall acknowledge the support of Consultant in all such publications.

27.2 The Client will not use the name of Consultant, in any advertising or publicity without the prior written approval from the Consultant.

27.3 The Consultant will not use the name of Client, in any advertising or publicity without the prior written approval from the Client.

**28. Copyright Notice**

28.1 Copyright is in Consultant's name. Upon completion of Work, the copyright will only be released to the Client upon the Consultant's signing of the release of copyright. This will be undertaken on completion of full payment of Services rendered by the Consultant.

**29. Termination**

29.1 The Consultant does not provide midterm cancellations under any circumstances. The commitment made by the Client to the Consultant at the time of Order must be fulfilled in all circumstances.

29.2 If additional payment is due, this shall be payable within thirty days of the Client's written notification to stop Work. In the event of termination, the Client shall also pay any expenses incurred by Consultant and the Consultant shall own all rights to the Work.

29.3 The Client shall assume responsibility for all collection of legal fees necessitated by Default in payment.

29.4 The Client and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party.

29.5 Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either expressed or implied, on behalf of the other.

**30. Money Back Guarantee**

30.1 The Consultant provides a money back guarantee to the Client in relation to Search Engine Optimisation Services only. All other Services provided by the Consultant to the Client are provided as is and do not form part of the money back guarantee.

30.2 The Consultant agrees to refund all monies paid by the Client to the Consultant for Search Engine Optimisation Services, within the current Contract, in the event that the Consultant does not increase the Google rankings of the Client's Website for at least one of the relevant keywords as laid out and documented at point of sale and Order.

30.3 In the event that the Client places an Order with the Consultant to increase the Clients Google listing positions for more than one keyword, a minimum of one of the keywords is required to feature higher on Google's listings at any stage, for any amount of time, post Order for the Search Engine Optimisation Services to be deemed as successful. For example: The Client places an Order with the Consultant to improve the Google listings of 3 relevant keywords. The Website is featured on Google for one of their relevant keywords - 'Plumber Essex'. At the point of Order, the Clients website is featured on page 5 of Google, position number 6, for this particular keyword. Further to the Consultants intervention and Work to improve the Google listing position for this particular keyword, any position higher than page 5 of Google, position number 6, for any period of time, is to be deemed as fully successful and does not qualify for the Client to make a claim for money back. 30.4 Google is the search engine that the Consultant relies on to measure Search Engine Optimisation Service results. Although the Consultant's Search Engine Optimisation Services ensure that the Clients' websites are optimised for most mainstream search engines, the Clients website position on any other search engine, for any particular keyword, at any time, does not form part of the money back guarantee.

30.5 The Client agrees to inform the Consultant that they wish to claim money back at least Thirty (30) working days prior to the end of the current Agreement and Contract.

30.6 The Client agrees to inform the Consultant that they wish to claim money back no earlier than Sixty (60) working days prior to the end of the Agreement and Contract.

30.7 The money back Agreement and Contract is for a minimum period of 12 Months from the date of original Order.

30.8 Money that is claimed by the Client that is to be refunded to the Client by the Consultant will be refunded within 90 days post end of the current Agreement and Contract.

30.9 Money refunded to the Client by the Consultant will be refunded to the same source from which the Client made original payment to the Consultant.

30.10 The Client agrees that Money will be refunded as part of the Money Back Agreement if the Client satisfies all requirements as set out below:

i) The Client agrees to satisfy and adhere to the Consultants Terms and Conditions in their entirety.

ii) The Client agrees to act as a derivative of any reasonable advice issued to the Client by the Consultant during the Agreement and Contract period.

iii) The Client agrees to ensure they are fully contactable, by the Consultant, at all times and by third parties intending to use their services and/or buy their products.

iv) The Client agrees to charge a fair industry standard price for their services and/or products.

v) The Client agrees that the Consultant can apply a unique Voice Over IP phone number to the Clients website. The phone number will be redirected to the Clients chosen or current phone number. Charges may be applicable for this service. The Voice Over IP phone number will be monitored and recorded by the Consultant for the purpose of measuring and testing enquires in relation to the Clients Services only.

vi) The Client agrees that all Services that the Consultant provides the Client that requires hosting will be hosted on the Consultants Servers.

30.11 The Client agrees that a money back claim submission to the Consultant will trigger suspension of all Services that form part of the money back guarantee Agreement and Contract as provided by the Consultant to the Client, at the end of the Contract period.

30.12 In the event that money is refunded to the Client by the Consultant, all Services that form part of the money back guarantee Agreement and Contract as provided by the Consultant to the Client will be fully cancelled and any relevant works performed by the Consultant removed from and disabled on the Clients website, at the end of the Contract period.

30.13 In the event that the Client requests that the Consultant reinstates suspended Services that formed part of the money back guarantee Agreement, Charges will be applied to the Clients account at a rate of 50% of the money back claim.

### 31. Law and Jurisdiction

31.1 The Contract shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

Signed on behalf of the Client:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_