

## Client Terms and Conditions

Reviewed 15th Sept 2020

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Terms of agreement by and between Simon Bedford Trading as Ecomsolutions, The Beeches, Marringdean Road, Billingshurst, West Sussex, ENGLAND. RH14 9HD ("PROVIDER") and the CLIENT. The CLIENT being the remitter of funding for Services provided via the PROVIDER

### Client Responsibility

1. Client grants to Provider the rights (but only insofar as it is able to do so) to use such trademarks, if any, in connection with Providers promotion of, referencing, cataloguing or indexing of the Client.
2. Client hereby agrees that: any material submitted for publication on Provider through Client(s) will not violate or infringe any copyright, trademark, patent, Data Protection Act, statutory, common law or proprietary rights of others, or contain anything libellous or harmful. Any material submitted for publication through Client's account(s) will not contain anything leading to an abusive or unethical use of the Web Hosting Service or Host Server(s). Abusive and unethical materials and uses include, but are not limited to pornography, obscenity, nudity, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity, or material advocating illegal activity and any infringement of privacy or libel.
3. Client hereby agrees to indemnify and hold harmless the Provider from any claim resulting from Client's publication of material provided by the Client or use of those materials. Provider may or may not give notice before deactivating the use of an account(s) which the Provider decides is an abusive or unethical use of, or a potentially illegal use of the Web Hosting Account(s) or Host Server(s). Client hereby agrees to indemnify and hold harmless the Provider in any claim resulting from the submission of any materials provided by the Client.
4. Client agrees that it shall defend, indemnify, save and hold Provider harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees, ("Liabilities") asserted against Provider, agents, its Clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless Provider against Liabilities arising out of (i) any injury to person or property caused by any products or services sold or otherwise distributed by the Client; (ii) any material supplied by Client infringing on the proprietary rights of a third party; (iii) copyright infringement caused by the Client and (iv) any defective product which Client has sold.
5. Client agrees to process any personal information in compliance with the Data Protection Act 2018 (DPA 2018), and the General Data Protection Regulation (GDPR) as it applies in the UK. Client also agrees that all personal data gathered by their website is their own responsibility as Data Controller, Provider remains a data processor in this instance and will also remain compliant.

### Breakages

6. The Provider cannot be held responsible for any breakages occurring whilst handling or moving items to be photographed/filmed under the client's instructions to take said imagery.

### Hardware, Equipment and Software

- 7.1 Client is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to update or maintain the Web Design Service. The provider

makes no representations, warranties or assurances that Client's equipment will be compatible with Providers Services.

7.2 Client is responsible for any setup, maintenance, updates (including security recommendations) on hardware, equipment or software (telephone, computer, hardware and software equipment and necessary services). Provider offers website hosting and email hosting service only.

### **Site Running**

8.1 Whilst the Provider will help manage your site, the Provider cannot be held responsible for delays, outages or other malfunctions due to the hosting of the site or the emails aspect of the site. Neither can the Provider be held liable for any consequential loss by failure of the Internet system or ISP, be it a failure of your devices, internet connection, hardware or software or Internet site.

8.2 Whilst the Provider will host your email service, the Provider cannot be held responsible for delays, outages or other malfunctions due to the hosting of the emails service. Neither can the Provider be held liable for any consequential loss by failure of the Internet system or ISP, be it a failure of your devices, internet connection, hardware or software, a security breach at the Client end.

9. Where required we will arrange for hosting of your website. If it is left unfinished for a year from start with no communication from client to us there is the chance that the site may be lost.

### **Internet Etiquette**

10. Due to the public nature of the Internet, all information should be considered publicly accessible and important or private information should be treated carefully.

Provider is not liable for protection or privacy of electronic mail or other information transferred throughout the Internet for any other network provider or its Clients may utilise.

### **Domain Names**

11.1. Where the Client registers a domain name themselves the Client is responsible for the renewal of that domain name.

11.2. Where the Provider registers the domain name for the Client - The Provider will be notified by the domain name issuing authority that the renewal of the name is due. The Provider will then advise the Client.

- As a precautionary measure, the Provider will send the Client details of the domain name registration authority so that the Client can make a diary note to ensure renewal does indeed occur when required.

- The contract is between the Client and the domain name registration authority. The Provider is merely acting as an agent

- The Client is bound by the terms and conditions of the Domain registration authority.

- The Provider cannot guarantee to be able to register a particular domain name until specific confirmation is received from the registration authority The Provider gives no warranty that the name requested will not infringe the rights of any third party and the Client indemnifies the provider in respect of any such infringements

### **Termination**

12. This agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. In which event, the Provider will invoice the Client a pro rata amount for the work performed up to the termination date. Notwithstanding the above, either party may terminate service under this agreement at any time, without penalty, if the other party fails to comply with the terms of this agreement.

### **Copyright**

13. Copyright and ownership of the site is the property of the Client. In the event of cancellation ownership/copyright and access to the site to be retained by the Client and the Provider will take all reasonable steps to ensure a smooth handover so long as all final invoices are settled.

### **Limited Liability**

14.1. Client expressly agrees that use of Provider's Services is at Client's sole risk.

The provider, its employees, affiliates, agents, host, third party information Providers, merchants, licensors or the like, do not guarantee that Provider's Website Design Service will be error free; nor do they make any warranty as to the results that may be obtained from the use of the Web Design and/or Promotion Service. Neither also as to the accuracy, reliability or content of any information service or merchandise contained in or provided through ecomsolutions, unless otherwise expressly stated in this agreement.

14.2. Under no circumstances, including negligence, shall Provider, its officers, agents or anyone else involved in creating, producing or distributing Providers Website Design Service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Provider's Design Services; or that results from Acts of God, communication failure, theft, destruction or unauthorised access to Provider's records, programs or services.

14.3. The Client acknowledges that the Provider is not responsible for any consequential loss however caused.

14.4. Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, or including negligence or otherwise, shall not exceed the aggregate sterling amount which Client paid during the term of this Agreement less any third party costs.

### **Website Promotion and Search Engine Optimisation (SEO) Services**

15. From agreed start date, the Provider will promote the Website; and promotion of the Website is not limited to and may include the provision of some or all of the following Services:

modification of the Website (including adding, deleting and/or altering text, images, pages, meta-tags, titles, mark-ups, style sheets, scripts, internal and external links, social media analytics and Website structure)

paid and unpaid submission of the Website to search engines and directories.

the creation and publication of material relating to the Website on other websites

drafting and issuing electronic press releases.

link building.

the arrangement of internet advertising, which with Client agreement may include pay-per-click advertising, pay-per-view advertising, banner advertising, and other forms of paid internet advertising. (See 17)

the implementation and/or utilisation of affiliate marketing programmes.

the management and operation of an email marketing programme.

and/or other website promotion techniques whether known at the date of the agreement or discovered or disseminated thereafter.

16. The Provider at monthly intervals during the Term, will produce written reports about the Services provided in relation to the Website. These can be provided on Clients request, and in most cases will be sent periodically to update on progress.

17.1 The Provider in some instances may use third parties to assist in Website Promotion Services (this may include but is not limited to Google ad words and social media marketing on various platforms).

17.2. Where the Provider arranges Website Promotion Services for the Client, the contract is between the Client and the third party. The Provider is merely acting as an agent. The Provider does not warrant that any particular results will be achieved through the Services. Where the Provider indicates specific targets that it will attempt to meet through the provision of the Services, such targets are not warranted and a failure to meet such targets will not be a breach of the Agreement.

### **Search Engine Optimisation (SEO) Services - Customer Responsibilities**

18. The Client will provide to the Provider;

the ability to access and make changes to the Website.

assistance in determining appropriate keywords and keyword phrases which should be targeted using the Services. This may include approving content.

direct access to analytical data concerning the Website, such as data concerning referral sources, visitor activity, Website usage, conversion rates, and similar data.

all other co-operation, information and documentation reasonably required by the Provider for the provision of the Services.

19. The Customer will be responsible for procuring any third party cooperation reasonably required for the provision of the Services.

20. The Customer acknowledges that:

search engine algorithms will change from time-to-time, which may affect the Website's rankings in the search engine results pages, and the Provider has no control over such changes.

it can take many months for the Services to have any significant effects upon the ranking of a Website in the search engine results pages.

web site promotion is an ongoing task and, should the Customer terminate the Agreement and/or stop promoting the Website, this would be likely to have a negative impact upon the effects of the Services.

the promotion of the Website is conducted in a dynamic environment. Search engine results may be affected positively and negatively by other similarly targeted Websites SEO efforts or cessation of.

the Provider will not be responsible for any alterations to the Website made by the Customer or any third party that reverse or effect changes made to the Website by the Provider as part of the Services.

the promotion of the Website may lead to higher traffic levels and bandwidth requirements for the Website, and the Customer will be responsible for arranging and paying for such requirements.

notwithstanding the Services, the Website's search engine results page rankings and traffic levels may decrease as well as increase.

21. The Provider does not warrant that any particular results will be achieved through the Services.

Where the Provider indicates specific targets that it will attempt to meet through the provision of the Services, such targets are not warranted and a failure to meet such targets will not be a breach of the Agreement.

### **Terms of Payment**

22. 50% of build cost to pay on order (non refundable unless the Provider is in breach of its obligations hereunder) and 50% on agreed completion. This quotation is based on an assumed understanding of the job specification and the time involved.

23.1. Late payments. After 28 days from the issue date of invoice, interest at 2% per month may be charged.

23.2. We reserve the right to take a site down and/or cease any SEO Services if without agreement, invoices/or parts thereof are not paid in full after a 3 month period. The site will be retained but just reduced to a single landing page with a welcome message and basic contact details.

23.3.. In the case of 23.2, an SEO Services suspension, this would be likely to have a negative impact upon the effects of the Services, The Provider would not be regarded liable for any losses incurred by the Client whatsoever. Section 14 also refers.

23.4. After 5 months of non payment we may issue a final invoice including any costs incurred and 30 day notice of termination of contract. After this point the website and all content may be lost, and any outstanding debts may still be pursued.

### **Entire Understanding**

24. The agreement contained in this Contract constitutes the sole agreement between Provider and Client regarding its Web Design Service, hosting and SEO services. It becomes effective when either signed by both parties, accepted digitally via the website and can be inferred as being accepted by making payments against an invoice issued by Ecomsolutions which has this notice on it. These terms and conditions shall be governed and construed in accordance with English Law and any disputes arising in relation thereto shall fall within the exclusive jurisdiction of the English courts except where we agree otherwise.

Signed by Provider - dated on receipt of copy signed by client

**Simon Bedford Trading as Ecomsolutions**



**Signed by Client**

Name

Date

Trading Name