

## **STANDARD TERMS AND CONDITIONS OF BUSINESS AND DEVELOPMENT**

This Agreement is made on the date on which it is signed, or the date on which invoices are paid. Payment of an invoice for a website project confirms that you have read, understand and agree to the terms.

Between:

- (1) Total Websites Ltd ("the Supplier")
- (2) The Customer as named in this Agreement or on the Supplier's invoices ("the Customer").

### **1 DEFINITIONS**

- 1.1 In this Agreement the following words and expressions shall have the following meanings:
1. "the Price" means the sums to be paid by the Customer to the Supplier.
  2. "the Company" is the limited or public Company that is the Customer.
  3. "the employee" is a person employed by the Company with permission of the Company to enter into this Agreement.
  4. "the Project" and the "website" means the design and delivery of an idea, concept website systems; that is work produced by the Supplier.
  5. "the Specification" means the specification set out in Schedule 1 to this Agreement;
  6. "URL" stands for universal resource locator – a website address; www.
- 1.8 The Schedules form part of the operative provisions and references to this Agreement shall, unless the context otherwise requires, include references to the Schedules.
- 1.9 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.10 Any words that relate to the Supplier such as (but not limited to) 'us' and 'our' mean the Supplier.
- 1.11 Any words that relate to the Customer such as (but not limited to), 'you', 'yours' and 'client' mean the Customer.
- 1.12 The headings of the paragraphs are inserted for convenience and reference only and are not intended to be part of the Agreement or to affect the meaning or interpretation.

### **2 INTRODUCTION**

- 2.1 The Customer requires a website to meet specific business objectives and promote their business.

- 2.2 The Supplier is engaged in business as a website developer and has agreed to create a website with the Customer upon the following terms and conditions.
- 2.3 These terms and conditions apply to the entirety of the website Project and its lifecycle and are applied to the whole of the Project and any individual parts of the Project that are developed in phases.
- 2.4 The Customer, person or persons who enter into this Agreement, including the named signatory(s) / Project coordinator(s), do so on behalf of (1) themselves as individuals, sole traders or members of a partnership, or (2) the Company, with the permission of the directors of the Company to enter into the Agreement.
- 2.5 In the event that the named signatory(s) / Project coordinator(s) are unable to work on, or respond to the demands of its Project the Customer will appoint somebody else to take over that role.
- 2.6 If the named signatory(s) / Project coordinator(s) leave the Customer's business, the Customer will remain bound by and be a party to this Agreement.
- 2.7 If the named signatory(s) / Project coordinator(s) dies then the Supplier will work with the Customer to sensitively complete the Project.

### 3 DUTIES OF CUSTOMER

- 3.1 The Customer shall deliver to the Supplier all drafts, concepts, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials for use in accordance with this Agreement in the agreed format, and shall use reasonable efforts to ensure that they are correct and update them when required to do so pursuant to the Agreement.
- 3.2 The Customer will provide all content to the Supplier within the timeframe agreed with the Supplier (or otherwise within 4 weeks of the Supplier accepting the order) in accordance with the Projects plan and timescale as per Schedule 2. Failure to meet content deadlines may result in the delay of Project phases and the delay of the agreed completion and launch date.
- 3.3 Unless otherwise set out in Schedule 1, it is the responsibility of the Customer to supply content for the website to the Supplier. This includes (but is not limited to) written text, visual images, video and sound. However the Supplier may also source appropriate content, such as images to enhance the Project, and the costs incurred in acquiring such content, and the additional costs incurred by the Supplier such as time, finding, selecting, downloading and optimising content for the Project, will be included in the Price. The additional charges are applied at the Supplier's standard Project hourly rate as per Schedule 3.
- 3.4 Projects are planned in blocks of time. Failure to provide the required content on time leaving us in a position where we cannot work on your Project may result in those pre-

allocated time blocks being allocated to different Projects. When content is then supplied, the Project completion will be fitted around other Projects.

- 3.5 Where the Customer provides content 8 weeks or more after content deadlines, we may adjust the Price to reflect market changes and our increased costs, as per Schedule 3. These adjustments stand regardless of the Project being part or fully paid.
- 3.6 Where the Project is delayed for 16 weeks or more and the delay is caused by the Customer, relating to content or otherwise, the Customer will pay the outstanding balance of the Price in full. When the Customer is ready to proceed, the required development work will be Scheduled around other Projects. We may adjust the Price to reflect market changes and our increased costs, as per Schedule 3.
- 3.7 The Customer shall provide the Supplier with all content electronically. Text must be supplied in either Microsoft Word or Plain Text Format (.doc,.txt). Images must be supplied in either .jpg, .jpeg, .giff format, and layered or editable images in .png format. Content supplied in alternative formats may occur additional charges, as per Schedule 3.
- 3.8 Where the Customer has engaged more than one Supplier in the provision of brand identity, design and development services, the Customer shall deliver the brand identity or design to the Supplier by the date set out in the timetable, as per Schedule 2.
- 3.9 The Customer may be required to formally sign and accept phases of the Project as it develops. We commonly refer to this as “Signing off” or “Sign off”. The Customer must sign off within an agreed reasonable timeframe, as per the outline on Project specification, Project planning and timescale information sheets. Failure to sign off in the agreed and reasonable time limit can cause the Project to be delayed. Signing off may include written confirmation of completion by email, post or on Project documents and the payment of invoices for the work completed.
- 3.10 Where the Customer signs off 8 weeks or more after agreed deadlines, we may adjust the Price to reflect market changes and increased costs to the Supplier. These adjustments stand regardless of the Project being part or fully paid.
- 3.11 The Customer will respond to the Supplier and action tasks assigned to them within a reasonable period of time. By way of example of what we consider 2 working days to be a reasonable period for responding to an email, and 5 working days a reasonable period for attending a meeting to discuss the Project and give feedback.
- 3.12 If there is ongoing delay in response to communications it will affect our ability to deliver the Project to the agreed timescales.
- 3.13 Where the Customer has caused a delay to the Project of 24 weeks or more by not making decisions or providing content:
  1. the Supplier may “close” the Project and invoice the Customer for the final balance of the work, as per Schedule 4; and

2. the Supplier may work with the Customer in the future at an agreed timescale that suits the Supplier, to complete the website. This will be considered a new Project and the Supplier reserves the right to charge additional fees to re-familiarise with the Project and complete it, as per Schedule 3; and
3. where the Supplier considers the Customer, or the Customer's Project(s) to potentially have a negative impact on the Supplier, the Supplier's staff or the Supplier's existing Customers and ongoing Projects, the Supplier reserves the right not to work with the Customer. In such circumstances the Supplier accepts no liability or responsibility for the state of the Project and no fees are refundable.

#### 4 DUTIES OF THE SUPPLIER

- 4.1 To build the Project(s) to the specification as outlined in Schedule 1.
- 4.2 Unless otherwise stated in Schedule 1, this Agreement covers the planning, graphic design, systems / functionality, building and adding content to a website.
- 4.3 For the avoidance of doubt, unless specified in Schedule 1, this Agreement does not include:
  1. website content creation,
  2. search engine optimisation (keyword research, title and page / image description writing, ongoing or monthly organic SEO)
  3. the management of paid ad words,
  4. website maintenance,
  5. website management,
  6. content marketing or the management of social media channels, or
  7. website hosting.

(These services are available as extra paid services.)

#### 5 PRICE AND PAYMENT

- 5.1 The Customer will pay the Supplier the deposit before any Project work starts. All payments and rates are based on our rates sheet in Schedule 3. Rates and charges may change to meet specific Projects needs, or from instruction by telephone, email or postal correspondence and all such communications are therefore included as part of Schedule 3. Rates may be reviewed from time to time and you will be notified in writing, by email of any such changes.
- 5.2 The Customer agrees to pay the Supplier the invoice due amount by the invoice due date.
- 5.3 Failure to make all or part of initial, final or any additional Project payments may result in the Supplier suspending current work, or removing deployed work from the online environment.

- 5.4 Where work has been suspended, or removed from the online environment, we reserve the right to charge our standard development rate for removing and then re-instating work, as per Schedule 3. These additional charges must be paid in full before work is restored.
- 5.5 Changes to the specification may result in additional charges to complete the extra work. Work that is no longer required due to specification change is non-refundable and will still be invoiced. Any additional charges will be at the standard development rate, as per Schedule 3.
- 5.7 If a website has not been completed by the proposed balance payment date due to a delay on the Supplier's part, the Supplier will extend the payment date to a new agreed date. If the website has not been completed by the agreed payment date due to a delay by the Customer, the balance payment remains due.
- 5.8 Where a website Project has been delayed as a result of the client not providing critical Project information, content, decisions, availability and communication to the Supplier, the Project balance is still due on the agreed payment date. The Supplier reserves the right not to complete any further work on the delayed website until the final balance has been paid.
- 5.9 Where 4 weeks or more has passed between the Project delay and the Project re-commencing, we reserve the right to charge for the time required to refamiliarise with the Project at the standard Project development rate, as per Schedule 3.
- 5.10 Where a website Project overruns outside the scheduled development time, as a result of Customer delays, when the Project re-commences it will be allocated as 'secondary development'. This means that work on the Project will be scheduled around ongoing Projects and our ongoing business commitments. The Customer accepts that secondary development Projects will take longer to complete than originally agreed.
- 5.11 Where Projects are assigned to secondary development the Supplier will complete the Project as quickly as possible, subject to the Project not causing any disruption to existing Projects and commitments, or having a negative impact on staff well-being.
- 5.12 Additional charges for items such as content, plugins or additional items required for the Project will be included in the Price. The Supplier may charge for the time it takes us to research / purchase and manage the billing of additional items. This is charged the standard Project hourly rate, as per Schedule 3.
- 5.13 Some items listed in quotations may be purchased in currencies other than GBP. Where the exchange rate has changed or there have been currency payment processing fees the Supplier reserves the right to charge additional fees to cover this cost.
- 5.14 Where the Customer chooses to host their website externally, the Supplier may request all balances are cleared before the website is released to the Customer.
- 5.15 The Supplier may include their own security and access measures to ensure the Supplier can access and revoke the website from the Customer in the event of non-payment.

5.16 All payments made to the Supplier are for time, knowledge, and expertise as a service to develop a website to meet the specific needs of the Customer and their business requirements, therefore all time is non-refundable.

## 6 CHANGES TO SPECIFICATION

6.1 The Customer may make changes to the Project specification at any time. These changes must be outlined and confirmed in writing.

6.2 Additional charges will apply for changes to the design specification. Fees for work which has become redundant due to specification change are non-refundable, and will still apply if work has been carried out.

6.3 The Supplier reserves the right to request upfront payment for any changes to the Project specification. Under such circumstances no further development work will commence until such payment has been received by the Supplier.

6.4 Where changes have been requested and agreed to the specification and the cause for delay is the change in specification or providing content for it, payment terms in clause 5.8 still apply.

## 7 TESTING

7.1 On completion of the Project(s) the Supplier shall provide the Customer with a temporary URL where the Project(s) can be viewed and tested. If the Customer considers that the Project has failed in accordance with the specification in Schedule 1 and/or that amendments or modifications or corrective or remedial work are required, the Customer shall promptly advise the Supplier in writing of the areas which require to be modified. On receipt of this notice the Supplier shall, subject to Clause 7.2, free of charge, investigate and make the changes to the website necessary to ensure that it will perform in accordance with Schedule 1. Following the necessary changes, the Customer shall test the Project again on the same terms as above and if no further changes are requested by the Customer, this shall be referred to as successfully completed and closed.

7.2 Where the Customer considers that the website has failed and on investigation pursuant to Clause 7.1 this proves to be a result of an error by the Customer, the Supplier shall be entitled to charge for the costs of investigation and of making the changes, as per Schedule 3.

7.3 Where the Customer considers that the website has failed, and on investigation pursuant to Clause 7.1 this proves to be a result of the expected features or functionality not being included in the specification in Schedule 1, the Supplier shall be entitled to charge for research, design, development and management at the standard Project rate as per Schedule 3, to make the changes required.

7.4 When the Customer agrees that the Project has been successfully completed, they may be required to sign off the Project to confirm that the work has been completed. The payment of invoices for work completed constitutes signing off as the work has been paid for and accepted.

7.5 The Customer will be charged for any additional costs for the test environment.

## 8 OWNERSHIP, RIGHTS AND RESPONSABILITIES

8.1 The Supplier charges the Customer for their time, knowledge and expertise to produce the website Project to meet the Customer's business needs.

8.2 The Supplier retains all ownership of and all full rights to the Project.

8.3 The Supplier reserves the right, at any time with immediate effect and sole discretion, to revoke permission for the Customer to use the website as the website operator.

8.4 The Supplier retains the right to access and use all data entered into the website at the Supplier's sole discretion.

8.5 The Supplier grants the Customer a licence to operate the website for their business purposes, as per Schedule 1.

8.6 The Supplier reserves the right to charge the Customer a commission on the revenue generated through and by the website, in addition to the Price. This commission is set at 15% of website's monthly gross revenue (from all sources including, but not limited to, sales, advertising, and commission fees) calculated each calendar month. The Supplier will invoice the Customer for the commission payable. A failure to pay the commission by the due date shown on the invoice may result in the Supplier revoking the Customer's use of the website, as per clause 8.3

8.7 The Customer accepts all the responsibilities of a website operator and full responsibility for all aspects of the website Project including, but not limited to, legal liability, financial responsibilities, development costs, maintenance, hosting and management costs. The Customer acknowledges that the Supplier has no responsibilities for such matters.

8.8 The Supplier does not accept any responsibility for any legal or regulatory action or proceedings taken against the Customer in their role as website operator.

8.9 The Customer can apply to the Supplier in writing to request transfer of ownership of the website to the Customer, which is at the Supplier's sole discretion. Transfer of ownership will be dealt with via a different agreement. The Customer will directly pay all the Supplier's legal and business costs incurred in exploring the transfer of website ownership.

## 9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Customer grants to the Supplier a royalty-free, world-wide, non-exclusive licence to use the content and all information, ideas and concepts supplied by the Customer for the purposes of the Project and at the Supplier's sole discretion.
- 9.2 The Supplier charges the Customer for their time, knowledge, and expertise to produce the website Project to meet the Customer's business needs and the Supplier retains full ownership of the Intellectual Property, knowledge and ideas they developed during the course of the Project and reserve the right to use, all intellectual property, knowledge and ideas given to them during the Project at the Supplier's sole discretion.
- 9.3 The Customer can apply to the Supplier in writing to request transfer of ownership of the Project's Intellectual Property website to the Customer, which is at the Supplier's sole discretion. Transfer of ownership will be dealt with via a different agreement. The Customer will directly pay all the Supplier's legal and business costs incurred in exploring the transfer of Intellectual Property ownership.

## 10 WARRANTIES

- 10.1 The Customer warrants and represents to the Supplier that any elements of text, graphics, photos, designs, trademarks or other material supplied to the Supplier for inclusion in the Project(s) are owned by the Customer, or that the Customer has permission from the rightful owner to use each of these elements and that the Supplier's use of such material shall not infringe the intellectual property rights of any third party.
- 10.2 The Supplier warrants and represents to the Customer that all graphical works created by the Supplier in the course of the Project(s) will be to the best of their knowledge, original work and not subject to any intellectual property or other rights of any third party and that the Customer's use of the Projects shall not infringe the intellectual property rights of any third party. Where graphics have been purchased by the Supplier in Agreement with the Customer for the Projects(s) they will have been purchased with the necessary licenses.
- 10.3 The Supplier may use "temporary" images on the Customer's instructions, or to demonstrate our own ideas to visually illustrate how that type of content will look like as part of a mock-up, or real page design. Neither the Customer or the Supplier may have the appropriate copyright holder's permission to use these images in the final version of the Project, and their use is for illustrative and temporary purposes, with the intention of the Customer using the images with the appropriate licenses and permissions granted, for which the Customer is responsible.
- 10.4 Where the Customer decides that they would like to use copyrighted "temporary" images, it is the responsibility of the Customer to seek the appropriate permissions of the copyright holder for use of their work on the Customer's website.



- 10.5 Where the Customer decides that they would like to use copyrighted “temporary” images, it is the responsibility of the Customer absorb any costs associated for acquiring the content.
- 10.6 Under no circumstances does the Supplier accept any responsibility for the use of or publishing of content that infringes copyright, trademarks, or the work of others, in any way whatsoever. The Customer is entirely responsible for the content and copy that has been provided to the Supplier for use on their website.
- 10.7 The Supplier may provide the Customer with template documents for no additional charge, for example, but not limited to; website terms and conditions of use, privacy policy, copy right statements and acceptable terms of use policies. These are sourced as free to use publicly available documents from the World Wide Web and are provided in good faith. The Supplier does not charge a fee for the use of these documents or accept any liability for the results of using these documents. The Customer should seek legal advice on their business and website requirements as necessary.
- 10.8 The Supplier may advise that you purchase and edit more comprehensive legal documents from trusted legal document provider websites. The Supplier does not accept any liability for the results of using these documents.
- 10.9 The website Project is provided as supplied on the Project delivery date and does not include any warranty, maintenance, monitoring or ongoing support services.
- 10.10 The Customer may purchase website management, maintenance, monitoring and update services from the Supplier as a separate service.
- 10.11 The Customer gives the Supplier permission to use their business, brand, logo and design concepts as visual representations for the purpose of the Supplier to post on social media channels and in online environments in order to showcase the Project as part of the Supplier’s marketing and promotion activities.
- 10.12 All conditions, terms, representations and warranties that are not expressly stated in this Agreement, whether oral or in writing or whether imposed by statute or operation of law or otherwise, including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, save for the statutorily implied terms as to title.

## 11 DEVELOPMENT

- 11.1 The website may be built on the latest stable release of opensource content management systems, framework and supporting languages and systems. The Supplier will determine the most appropriate use of technology to meet the Projects objectives and budget.
- 11.2 The website may be built bespoke, from custom written code to achieve specific functionality. All website code remains the property and intellectual property of the Supplier.

- 11.4 In accordance with Schedule 1, the Specification for the Project will be coded where possible to, or as near to good code practice and standards, currently the W3C HTML5 validation. The Customer must notify the Supplier in writing if they require precise W3C validation and the compliance level required.
- 11.4 In accordance with Schedule 1, the Specification parts of the Project(s) may be hand coded by the Supplier, or subcontracted developers employed by the Supplier to work on the Project.
- 11.5 In accordance with Schedule 1, the Specification the Supplier may use Third Party Additions, such as pre-developed plugins, snippets, components, templates and packages which the Supplier has not coded directly. The Supplier may use these items as obtained or edit the code to meet the Project(s) specification. The Supplier retains the right to use these at their discretion. Some of these Third Party Additions may require license renewal in order to receive updates and maintain security and it is the responsibility of the Customer to cover the costs of such renewals.
- 11.6 If a third party developer stops the production, maintenance and updates of plugins, snippets, scripts, components, templates and packages the Supplier will no longer be able to maintain updates for these items.
- 11.7 The Supplier will endeavour to make the website work on current computer and mobile technology. As technology changes the website may not work as intended and the Supplier is not responsible for bearing the cost to fix this.
- 11.8 The typical lifecycle for a website ranges between two to five years, depending on the way in which the website has been managed and maintained, and the way that web and associated technologies change and develop. For the avoidance of doubt the website will not last forever.
- 11.9 Some third-party plugins, snippets, components, templates and packages may be utilised in the website that are free, or allow a specific amount of usage for free. If these third parties change their free allowance usage, or the Customers usage exceeds their free allowance the Customer will be responsible for all usage costs.
- 11.10 The Supplier is not liable for any financial costs, or accountable to any legal action or in any other way whatsoever where the Supplier has given informal advice on; or put systems or components in place to help the Customers website work towards achieving their website and business objectives.
- 11.11 For the absolute avoidance of doubt this statement forms written notice in addition to our verbal advice that the Supplier advises the Customer to seek appropriate legal advice on ensuring that they, their business and their website is GDPR compliant. The Supplier accepts no responsibility for ensuing GDPR compliance.
- 11.12 The Supplier will build the website to be Search Engine Optimised. This includes adding keywords and descriptions as identified by the Customer and ensuring appropriate use of H1 and H2 tags.

11.13 Ongoing Search Engine Optimisation, improving website placement and ranking and their associated activities such as back links, link building and content development are not included as part and are available from the Supplier as separate services.

## 12 SUB-CONTRACTORS

12.1 The Supplier may use sub-contractors to work on the website. Sub-contractors work for the Supplier and do not work for or with the Customer. All work conducted by the Supplier's sub-contractors remains the intellectual property and code property of the Supplier.

12.2 Sub-contractors are contractually obliged not to work directly, indirectly, via associates, third parties or any other relationship or way of working, with the Supplier's clients during the development, maintenance, and management of the Project and for a period of 24 months after this Agreement has been terminated by either the Supplier or Customer.

12.3 The Customer agrees that they will not offer to employee, or work with the Supplier's sub-contractors directly, indirectly, via associates, third parties or in any other capacity, relationship, or any other way of working.

## 13 PUBLISHING

13.1 The Supplier accepts no liability whatsoever for any content they publish on instruction from or on behalf of the Customer.

13.2 The Customer agrees to take full responsibility for the content they ask the Supplier to publish on their behalf.

## 14 ACCESS

14.1 The Customer may not provide access to the non-public-facing parts of the website for any UK or international individuals, businesses, organisation, charity, associate or third party that are not authorised by the Supplier.

14.2 The Supplier grants the Customer permission to allow any UK individual, business, organisation, charity, associate or third party to access the public-facing parts of the website or restricted access areas for website administration purposes, as users, for the normal business operation of the website to take place.

14.3 The Customer may not give access to any UK or international individual, Company, organisation, charity, associate or third party with the intention of assessing how the website works and/or the intention or action of copying code, inflicting damage, altering code or making any form of alteration whatsoever; or assessing the website with the intention of taking over the development of the website.

14.4 The Customer may not allow or cause any UK or international individual, business, organisation, charity, associate or third party, either directly or indirectly, to copy, move or redeploy the website into any other online or offline local environments.

14.5 For the absolute avoidance of doubt, the Supplier is the only company worldwide that can access, manage, monitor, maintain, and develop the website.

## 15 EMERGING TECHNOLOGIES

15.1 The Supplier will develop the Project with emerging technologies in mind. However it cannot guarantee that Project developed on current platforms and systems will work on new and emerging technologies and devices.

## 16 LIMITATION OF LIABILITY

16.1 Nothing in these terms and conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.

16.2 In no event shall the Supplier be liable to the Customer for any loss of reputation, business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable, or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

16.3 Under no circumstances will the Supplier be responsible for costs incurred to ensure website compliance with any new or amended / updated laws, regulations or best practices that are published or implemented after the website Project has been completed and that did not form part of the Specification as outlined in Schedule 1.

16.4 The Supplier accepts no responsibility for the actions of the Supplier's sub-contractors and accepts absolutely no liability for the consequences of sub-contractors' actions.

## 17 TERMINATION

17.1 The Supplier has the right to terminate this Agreement at the Supplier's sole discretion with immediate effect, by notice in writing to the Customer if:

1. The Customer fails to make any payment when it becomes due, or breaches the terms of this Agreement;

2. The Customer or its employees behave in an inappropriate or unprofessional manner; or

3. The Customer engages in any activity that could have a negative impact on the Supplier's business and reputation by maintaining this Agreement or maintaining any association with the Customer.

17.2 The Customer agrees that there are aspects that cannot be terminated, that include the Supplier's right to ownership of Intellectual Property and ownership of the website, ownership of data, the Customer working with the Supplier's contractors, access to the website by non-authorized users and any Supplier liability for the Customer's use of the website. Therefore, it is not possible to terminate this Agreement in its entirety.

17.3 The Customer may give notice to the Supplier in writing that the Customer wishes to terminate this Agreement.

17.4 The termination of this Agreement will result in the Supplier's permission for the Customer to use the website being revoked and the Customer no longer having the rights to operate the website as the website operator.

## 18 FORCE MAJEURE

18.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

## 19 ASSIGNMENT

19.1 Neither party shall be entitled to assign or otherwise transfer this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

## 20 SEVERANCE

20.1 If any provision is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

20.2 The Customer will directly pay the Supplier's legal fees and business costs incurred in all matters relating to this Agreement and any severance of any of the terms within this Agreement.

## 21 NOTICES

21.1 Any notice to be given by either party to the other may be sent by either email or recorded delivery to the address of the other party if forming part or such other addresses as such party may from time to time have communicated to the other in writing. Notices sent by email shall unless to the contrary proved be to be deemed to be received on the day it was sent, or if sent by recorded delivery shall be deemed to be served 2 days following the date of posting.

## 22 CHANGES TO TERMS OF AGREEMENT

22.1 It may be necessary from time to time for the Supplier to update the terms of this Agreement to reflect changes in technology, law, business and the economy, and to protect the Supplier's business. Updated terms will be available on our website and the Customer will be notified of the changes in writing.

## 23 USE OF THIS AGREEMENT

23.1 This Agreement is for the sole use of the Supplier with their Customers. This Agreement may not be re-used by the Customer or any other third party in any context.

## 24 GOVERNING LAW AND JURISDICTION

24.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## **SCHEDULES**

### Schedule 1

The website specification. This is provided as a client specific separate document(s) and can include instructions and communications send by email and postal mail and is therefore subject to change.

### Schedule 2

Project Time Scales. This is provided as a client specific separate document(s) and outlines the timescales over which the Project is to be built and payments are to be made and can include

instructions and communications or changes to timescales that are send by email and postal mail and is therefore subject to change.

### Schedule 3

Development rates. This is provided as a separate document and may include changes to, additional rates or charges as agreed with the client in instructions and communications send by email and postal mail and is therefore subject to change.

### Schedule 4

Project price. This is provided as client specific separate document. and can include instructions and communications send by email and postal mail and is therefore subject to change.