

I WANT TO GET DIGITAL LTD
TERMS & CONDITIONS OF SUPPLY
Effective from July 2018

1. In these Terms:

Acceptance: the acceptance or deemed acceptance of the Deliverables by the Client pursuant to clause 4 below.

"Agreement" means these terms; our Proposal and the agreed Website Specification, or similar document;

"Charges" means the fees payable by the Client for the Services;

"Client Content" means all content, in any format, added to the Website by the Client itself, or provided to the Supplier by the Client for incorporation into the Website;

"Data Protection Legislation" means the General Data Protection Regulations 2018 and any legislation that updates or succeeds this legislation.

"Deliverables" means any Website, content, or other media created by the Supplier for the Client in performing the Services.

"Hosting Package" means any hosting services set up by the Client or chosen by the Client, for set up by the Supplier, if any;

"Intellectual Property" means property in which intellectual property rights of whatever nature (including but not limited to patents, trademarks, service marks, design rights, database rights, know-how rights, goodwill, reputation, get-up, logos, devices, plans, models, data, diagrams, specifications, source and object code materials, data and processes, design rights, trade or business name rights, rights in confidential information, present contingent and future copyright, rights to sue for passing-off, plus applications or rights to apply for any of the foregoing) subsist;

"Project" means the provision of Services by the Supplier to achieve the instructions provided by the Client and agreed between the parties;

"Services" means the services to be provided by the Supplier to the Client as set out in this Agreement;

"Supplier / Us / We" means I WANT TO GET DIGITAL Ltd;

"Supplier Content" means any images, Website copy or other material supplied by the Supplier for inclusion in the Website;

"Specification" means the functional specification or any other agreed specification for the Website;

"Website" means the website to be designed and developed for the Client by the Supplier.

2. Supply of Services

2.1 The Supplier shall supply the Services, in consideration of the Charges and on the terms and conditions of this Agreement.

2.2 All Services shall be supplied with due skill, care and attention.

2.3 The Supplier shall appoint a project lead in relation to the supply of the Services who shall be the Client's point of contact through the duration of this Agreement.

2.4 The Supplier shall use its reasonable efforts to respond to any communications received from the Client, during the term of this Agreement, within 2 working days of receipt.

2.5 The Supplier may subcontract work to be done under the Services to appropriate third parties.

2.6 This agreement sets out the full extent of the Supplier's obligations and liabilities in respect of the supply of the Services.

2.7 Where search engine optimisation services are included within the Services We cannot guarantee any results, or the continuous of results achieved, because search engines regularly update their ranking algorithms, over which we have no control.

3. Licences and Updates

3.1 Where third party licensed software is included within the Website and these are provided by the Supplier the Supplier shall ensure that all initial licence consents are obtained.

3.2 Unless an ongoing maintenance retainer is included within the Services then the Client shall be responsible for

renewing any third-party licences that are required. Where We complete the renewal the cost of the licence shall be added to the Charges payable by the Client.

4. Development & Acceptance

4.1 The Supplier provides up to two rounds of changes in agreeing the final format of the design of the Website. If additional design changes are required after the second round, then the Supplier shall charge for the time spent on the changes at its then current rate.

4.2 Once the Supplier has completed the design and development of the Website the Supplier shall invite the Client to undertake Acceptance tests.

4.3 The Acceptance tests shall test compliance of the Website with the Specification, and or the Proposal or other agreed requirements of the Website.

4.4 In the event that any Acceptance Tests are not passed, the failures which cause the relevant test to be failed ("Defects") shall be drawn up and documented by the Supplier and presented to the Client for discussion as to how best to rectify such Defects.

4.5 If any such failure results from a Defect which is caused by an act or omission of the Client or their sub-contractors or agents for which the Supplier shall have no responsibility ("Non-Supplier Defects"), the Website shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Supplier Defect. Any further required work attributable to Non-Supplier Defects shall be charged at the Supplier's then current rates.

4.6 The Supplier shall remedy Defects as soon as reasonably practicable so as to ensure that the Website passes the Acceptance tests on a retest.

4.7 The Acceptance testing procedure shall be repeated up until the Website meets the Acceptance criteria.

4.8 The Client shall be responsible for adding all Client Content to the Website unless it has been agreed that the Supplier shall do this.

4.9 Where a third party content management system is used then unless the services include ongoing maintenance services the Client shall be responsible for any updates to the content management system that are required.

4.10 Timescales provided by the Supplier are given as best estimates and a failure by it to meet them shall not give the Client any right to terminate this Agreement or to a reduction in the Charges.

4.11 Where images or photographs are included within the Client Content the Client shall supply these in high resolution format.

4.12 Where the Client requests changes to the agreed specification additional charges will need to be signed off to cover the additional work.

5. Amendments

5.1 The parties agree that amendments to the Proposal, Specification, timescales and/or other documents can only be made if agreed in writing. If at any time the Client wishes to amend any aspect of the implementation of the Project, the Client shall provide the Supplier with written details together with such further information as the Supplier may require in order to assess the proposed amendments.

5.2 The Supplier shall, within a reasonable time of receipt of all of the information specified in clause 5.1, submit to the Client a revised Specification, timescale and quotation for any additional Charges required in order to implement the amendments proposed by the Client (the "Response").

5.3 If the Client wishes to accept the Response, then it shall do so within ten (10) working days of receipt of the Response, in which case this Agreement (including timescales and all related documents) shall be amended in accordance with the Response otherwise work shall continue by the Supplier without amendment.

6. Hosting

6.1 Where hosting services are required as part of the Services the hosting will be supplied in accordance with the particular Hosting Package purchased by the Client. In the event that the Client exceeds the Hosting Package's allocated bandwidth overage charges shall be payable which shall be added to the Charges where these have been paid by Us.

6.2 Hosting facilities will be operational at a level of at least 99% per year.

6.3 If the Services being supplied do not include Hosting Services then the Supplier shall not be taking backups of the Website. In such circumstances the Client shall be responsible for ensuring that it appropriately backs up the Website on a regular basis. Where backups are included with the hosting Package provided to the Client We shall not be liable in the event of a failure by the Package provider or for their loss of Client content or data.

7. Domain Names

7.1 Where registration of a domain name is obtained on behalf of a Client the Client shall be solely responsible for maintaining the registration.

8. Maintenance and Development Retainers

8.1 Where the Services include ongoing maintenance, and or development services to be provided by the Supplier these shall be agreed in writing between the parties.

8.2 Where ongoing maintenance and, or development is included within the Services the Supplier shall update any plugins or third-party software used within the Website, that We consider should be updated. In the absence of a maintenance retainer running all updates shall be the responsibility of the Client.

8.3 Any time incurred updating a Client's Website, at the Client's request, shall be charged at the Supplier's then current rates unless ongoing maintenance and, or development services have been included within the Services.

8.4 Where the Services include an ongoing development retainer work requested each month will be completed within ten (10) working days of the work being agreed.

9. Confidentiality

9.1 For the duration that Services are supplied to the Client and for two (2) years thereafter, no party shall disclose or make use of in a manner detrimental to the other, any information relating to the others business, finances, technology or general affairs.

10. Payment

10.1 Payment for the Services shall be in accordance with the timescale agreed between the parties in writing. Where hosting services are supplied the Supplier shall issue an annual invoice payable in advance. Where ongoing maintenance and, or development is included within the Services the Supplier shall issue a monthly invoice which shall be payable by the Client within (10) ten working days of receipt.

10.2 Where any invoice is not paid within fourteen (14) days the Supplier may suspend or withdraw all Services until payment is brought up to date.

10.3 Interest shall be payable on all overdue invoices at the rate of 4% per annum above the base rate of the Bank of England from time to time.

10.4 The Client agrees to indemnify the Supplier in respect of all legal fees incurred by the Supplier in attempting to recover payment of overdue invoices.

11. Warranties and consents

11.1 The Client confirms that it has sufficient rights (including Intellectual Property Rights) in the Client Content to grant to the Supplier the rights set out in this Agreement and has obtained and will maintain and renew, as appropriate, all necessary licences, authorisations and consents which are necessary for the Supplier to complete the Project.

11.2 The Supplier does not guarantee the ongoing performance of third party products, such as plugins used in relation to the Website. We guarantee the performance of the Website on delivery to the Client but cannot guarantee it ongoing performance due to the fact that web browsers and third party API's are often updated.

11.3 Except as expressly provided in this Agreement, each party expressly disclaims any further representations, warranties, conditions or other terms, express or implied by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitness for a purpose or reasonable care and skill.

12. Liability

12.1 Neither party shall be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

12.2 Subject to clause 12.1, each party's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this Agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 100% (one hundred) of the total Charges payable by the Client to the Supplier under this agreement respect of the Services to which the liability relates.

13. Intellectual Property

13.1 The copyright and other Intellectual Property ("IP") in any Deliverables provided by the Client for the Project shall remain in the Client, together with all IP in any Client Content.

13.2 All IP rights in Deliverables created by the Supplier shall remain with the Supplier. The Supplier grants the Client a perpetual, royalty free non-exclusive licence to use for its own personal use any Intellectual Property the Supplier's IP in the Deliverables provided that no Charges are outstanding.

13.3 Nothing in this Agreement shall be taken to prevent the Supplier from using any expertise acquired or developed during the performance of a Project in the provision of services for other clients or on its own behalf.

14. Data Protection

14.1 Both parties will comply with the requirements of the Data Protection Legislation.

14.2 The parties acknowledge that for the purposes of GDPR the Client is the data controller and the Supplier is the data processor.

14.3 The Client will ensure that it has all necessary consents and notices in place to enable the lawful transfer of personal data to the Supplier for the purpose of enabling Us to provide our Services to the Client.

14.4 Where personal data is collected on the Client's website the Client confirms that its website contains a privacy notice that meets the requirements of the Data Protection Legislation.

14.5 Each party shall indemnify the other party against all direct liabilities, costs, expenses, damages, losses and all reasonably incurred professional fees associated with any claim against that party for breach of the Data Protection legislation arising from the actions of the other party, or a breach of the warranties set out at clauses 14.1, 14.3 and 14.4.

15. Term and Termination

15.1 Where Website design and development services are required alone this Agreement shall terminate on Acceptance and payment of all outstanding sums to the Supplier.

15.2 Where hosting services are provided this Agreement shall continue for successive twelve (12) month periods unless either Party serves three (3) months' notice in writing of its intention to bring this Agreement to an end, such notice to expire no earlier than the 12th month of the term.

15.3 Where ongoing maintenance and, or development is included within the Services these shall continue monthly unless either party serves one (1) months' notice in writing of its intention to bring those services to an end.

15.4 Either Party may terminate this Agreement immediately if the other commits a material breach of the terms of this Agreement which, in the case of a breach capable of remedy, is not remedied within thirty (30) days of service of a notice specifying the breach and stating the intention to terminate the Agreement if not remedied.

16. Website Compliance

16.1 The Supplier will provide guidance as to the compliance of a Project and/or Client Website with any laws or regulations, including but not limited to the Data Protection Act 1998; Electronic Commerce Regulations 2002; Distance Selling Regulations 2000 and Disability Discrimination Act 1995, but professional advice is recommended, and accordingly the Supplier shall not be held liable by the Client for failure of the Project and/or Client Website to comply with any legislation anywhere in the world.

17. Entire Agreement

17.1 Each party confirms that this Agreement sets out the entire agreement and understanding between the parties and that it supersedes all previous agreements, arrangements and understandings between them relating to the subject matter of the Agreement. The Client confirms that it has not relied on any other representation than or understanding other than as set out in this Agreement.

18. Severance

18.1 To the extent that any provision of this Agreement is found by any court or competent authority to be unlawful or enforceable in any jurisdiction, then that provision shall be deemed not to be a part of this Agreement, and it shall not affect the validity, lawfulness or enforceability of the remainder of this Agreement.

19. Rights of Third Parties

19.1 Nothing in this Agreement shall create or confer any rights or other benefits, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, in favour of any person other than the parties to this Agreement.

20. Governing Law

20.1 This Agreement shall be construed in accordance with the laws of England and each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of England.

The above terms and conditions are deemed accepted by you and binding on both you and us upon your approval of the proposal provided to you.