

Standard Terms & Conditions of Business

1st March 2020 (v06)

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1. Interpretation

1.1. Definitions

An **"Order"** is any work undertaken or service provided by the Company for the Client on their request and as described in correspondence including, but not limited to, any Quotations sent to that Client or Works Requests received from that client.

"Code" means all computer programming code (both object and source, unless otherwise specified), as modified or enhanced from time to time by the Company, including, without limitation, all interfaces, navigational devices, menus, menu structures or arrangements, icons, help, operational instructions, script, commands, syntax HTML (hyper-text mark-up language), design, templates written in any scripting language, and the literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access or otherwise affect the Content whether created or licensed from third parties by the Company including without limitation, any Intellectual Property Rights in such material.

"Company" means A7 Enterprises Limited (trading as SiteBites), Registered in England and Wales No. 4944389, Registered Office: Unit 23 Space Business Centre, Molly Millars Lane, Wokingham Berkshire, RG41 2PQ, United Kingdom.

"Content" means all text, graphics, animation, audio and/or digital video components and all other components of the Deliverables and the selection and arrangement thereof, other than the Code whether created by the Company or provided by the Client for purposes of developing the Deliverables, including without limitation any Intellectual Property Rights therein.

"Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom services are rendered by the Company.

"Deliverables" means all Code, Graphics, Content and other materials to be produced by the Company hereunder as more fully described in the Quotation, Price Lists and/or Proposal and accompanying documents presented in the Quotation emails. Including all relevant documentation such as logic manuals, flow charts, principles of operation, technical manuals and other written materials that relate to the object code, provided however, that documentation does not include end-user instructions, manuals or other operating documentation or materials.

"Disclosing Entity" means the company or individual which makes a disclosure of information

"Domain" is the website address as specified by the Client.

"Engages/Engaged/Engagement" – means the engagement of services directly by the Client or any third party or through any other business on a permanent or temporary basis, whether Limited under a contract of service or for services; under an agency, licence, franchise or partnership arrangement; or any other engagement directly.

"Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or

public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; and (g) interruption or failure of utility service.

"Intellectual Property Rights" means any patent, copyright, trademark and design rights (in either case registered or unregistered) format rights, topography rights, trade secrets, moral right, right of attribution or integrity right to confidentiality know-how or other intellectual or industrial property rights or proprietary rights arising under the laws of any jurisdiction (including, without limitation, all claims and causes of action for infringement, misappropriation or violation thereof and all rights in any registrations and renewals).

"Licence" is the licence granted by the Licensor pursuant to the relevant agreement.

"Licensed Program Materials" are the Licensed Programs, the Program Documentation and the media.

"Licensed Programs" are the systems, applications and computer programs of the Licensor specified in and all releases and versions thereof; e.g. the Cerberus Content Management System and Online Marketing Suite.

"Media" means the media on which the Licensed Programs and the Documentation are recorded or printed as provided to the Client by the Company.

"Notice" means the written notification of something from one party to another, usually used to initiate a timeframe prior to some form of change.

"Open Source Software" is software made freely available to anyone under the GNU General Public Licence (GPL).

"Quotation" or **"Quote"** means any emails, documents, proposals or price lists sent by the Company to the Client to quote or provide pricing for the work being engaged.

"Recipient Entity" means the company or individual to which a disclosure of information is made

"Remuneration" – Includes hourly charges, hosting and maintenance charges, costs and all other payments for services rendered to or on behalf of the Client or any third party.

"Website" means the World Wide Website.

"Works Request" means written instructions sent by the Client to the Company to request or instruct work to be carried out.

1.2. Include

The words "include" and "including" are to be construed without limitation.

1.3. Headings

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. Terms of Contract

2.1. Incorporation of Conditions

These Conditions shall apply to and be incorporated into any Agreement between the Company and the Client relating to the Services.

If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.

2.2. Conflict and Variations

2.2.1. Subject to any special conditions agreed between the Company and the Client, these general Terms and Conditions shall apply and shall prevail over any other term of this Agreement. No variation or waiver or addition to this Agreement shall be binding on the Company or Client, unless and until it is confirmed in writing by the Company.

2.2.2. The Company may issue time limited Warranties following delivery of Orders that stipulate where work is chargeable. These Warranties shall be considered part of this Agreement. Where any doubts exist in relation to the terms under which any work is undertaken by the Company those terms set out in the Warranty have precedence in all circumstances

2.2.3. The Company may require the Client to agree to separate agreements, such as the Privacy Policy Disclaimer (PPD), as a provision of using certain products, such as its Customer Privacy Policy.

2.3. Changes to these Terms and Conditions

2.3.1. The Company reserves the right to change these Terms and Conditions and any and all other terms and conditions and/or policies which may affect the Client in order to comply with changes in the law.

2.3.2. The Company reserves the right to review and change these Terms and Conditions and any and all other terms and conditions and/or policies which may affect the Client at the Company's discretion.

2.3.3. The Client will be informed of any changes made under this Clause (2) and shall be deemed to be bound by them 30 days after receipt of the notice.

2.3.4. If the Client does not agree to be bound by any changes made under this Clause (2), the Client may cancel the Contract in accordance with sub-Clause [13.2](#).

3. Instructions

3.1.

The works to be carried out shall be as set out in the Quotation sent by the Company to be approved by the Client prior to the outset of any Order or work, or a Works Request, sent by the Client to the Company. Any works not set out in writing from the Client or Company shall not be carried out.

4. General

4.1. Preparation

The Company shall expect the Client to carry out sufficient research before proceeding with an Order. This will include checking that the website/idea/business will operate legally. The Company assumes no responsibility for the legality of the Client's website or business.

4.2. Contact Information

The Parties cannot be held liable in any way relating to communication issues if they are not supplied with a valid email address for the other Party and kept informed of any changes to the contact information of the other Party.

4.3. Website Contents

The Company makes no claims that the contents of their own or any other websites may be lawfully viewed or downloaded outside England and Wales. Access to this website may not be legal by certain persons or in certain countries. If websites are accessed from outside of England and Wales, it is done by the visitor entirely at their own risk and the visitor is responsible for compliance with the relevant laws of the visitor's jurisdiction. The terms and conditions of the Company's websites are governed by the laws of England and Wales. Jurisdiction for any claims arising in respect of the Company's website's content shall lie exclusively with the courts of England.

4.4. Open Source Software

It is the Client's responsibility to check with the Company whether Open Source Software is being used or not.

4.5. Competitors

The Site, Applications and Content (as defined below) are not available to competitors of the Company, and competitors of the Company are hereby expressly prohibited from using or accessing the Site, the Applications or the Content, whether or not authorized by License Company. Furthermore, by viewing a demo or entering the Site, you are certifying that you are not a competitor of the Company and that you will not share or otherwise disclose the Site, Applications or Content (as defined below) with a competitor of the Company.

5. Confidentiality of Information

5.1. Recipient Entity's Undertakings

The Recipient Entity hereby undertakes that:

5.1.1. Except as provided in paragraph [5.1.3](#) below or as authorised in writing by the Disclosing Entity, it will not at any time make any use of, or disclose to any third party, any of such information which is disclosed to it by the Disclosing Entity;

5.1.2. No samples of the Disclosing Entity's products which are given to representatives of the Recipient Entity in the course of any such discussions, correspondence or visits will be delivered to any third party or used otherwise than for their testing or evaluation by the Recipient Entity;

5.1.3. Any information obtained from the testing or evaluation of such samples by the Recipient Entity will be treated as information which is subject to the provisions of [5.1.1](#) above; and

5.1.4. The Recipient Entity will procure that none of its representatives (including directors, employees and consultants) does any act which, if done by the Recipient Entity, would be a breach of the provisions of [5.1.1](#), [5.1.2](#) or [5.1.3](#) above.

5.2. Exceptions to Restrictions

5.2.1.

The undertaking hereby given shall not prevent the Recipient Entity disclosing to any third party, or using, any information disclosed to it in the discussions, correspondence or visits referred to above or obtained by it from the testing and evaluation of such samples if:

5.2.1.1. It is known to the Recipient Entity before being so disclosed or obtained; or

5.2.1.2. It is at the time of being so disclosed or obtained, or at any time thereafter and through no fault of the Recipient Entity becomes, public knowledge; or

5.2.1.3. It is, at any time after being so disclosed or obtained disclosed to the Recipient Entity by any third party otherwise than in breach of any obligation of confidentiality owed by that third party to the Disclosing Entity.

5.2.2.

Nothing in this undertaking shall prevent the Recipient Entity or any other member of its group from disclosing or delivery to the other member of its group any information or samples obtained by it either in the discussions or correspondence or visits referred to above or by virtue of the testing or evaluation of such samples.

5.3.

Both the Recipient Entity and the Disclosing Entity understand that Clauses [5.1](#) and [5.2](#) will remain in force beyond the termination or expiry of this contract.

6. Rights and Ownership

6.1. The Company's Property

All code, graphics, logos and trademarks of Company trading names, sites, software and documentation are the property of the Company. All Rights are Reserved by the Company. All Deliverables, as set out in the Quotation remain the property of the Company until final payment has been received in full. Once final payment is received ownership of the Deliverables is transferred to the Client. This is subject to any exemptions laid out in correspondence and Clauses [6.2](#), [6.3](#), [6.4](#), [6.5](#) and [6.6](#) below.

6.2. Promotional Rights

The Company retains the legal right to use any work produced for the client as a sample of the Company's work for promotional purposes.

6.3. Images Used

Where images used on the Deliverables have been purchased by the Company on behalf of the Client, these images are supplied under licence and are strictly for use on the Deliverables only. The Company is not liable for misuse of these images by the Client or any other persons copying, altering or distributing the images to individuals or other organisations.

All images displayed on the Deliverables are the sole responsibility of the Client regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any images supplied by the Client or the Company, they will be the sole responsibility of the Client.

6.4. Open Source Software

Open Source Software is distributed under a GNU General Public Licence (GPL) and owned by neither the Client nor the Company. Any charges for this software are for the time taken to install and integrate it.

6.5. Content Management and Administration Systems and Software

Any Content Management and Administration Systems and Software are owned by the respective Licensor and subject to separate licence agreements. If the use of such software/systems is planned the Client will be notified and the relevant Licence agreement(s) will be presented to the Client on request. The ownership of said software/systems is not passed to the Client upon receipt of final payment and the Client will be bound by the Licence relevant Agreement.

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7. Price and Payment

Amounts and modes of payment are subject to the following provisions:

7.1. Fixed Price

The Company may quote an unqualified and unconditioned price for the hosting services, Deliverables or particular services in the Quotation, the amount quoted shall be deemed a fixed price. Unless the Quotation provides for progress payments, deferral of payment after completion or some other form of payment schedule, the Client shall pay the full amount of the fixed price associated with the Deliverables and shall begin making payments for the Company's hosting services, where applicable, upon launch of the website. Except as set forth in the Quotation, the Company shall bear all of its own expenses arising from its performance of its obligations under this Agreement, including (without limitation) expenses for facilities, work spaces, utilities, management, licences and the like.

7.2. Time and Materials

With respect to Deliverables, hosting services and other services for which the parties determine that payment on a fixed price basis is not appropriate, the Quotation or Works Request may provide for payment on the basis of time and materials, determined according to the hourly rates set for the Company's employees in the Schedule of Rates and Fees, which can be requested by the Client. The parties may agree on a maximum aggregate amount for particular services or Deliverables. The Company shall use all commercially reasonable efforts to complete the specified services and/or Deliverables, or host the Website for a specified period of time, for no more than such aggregate amount. Should the Company determine at any time that it may be necessary to exceed such aggregate amount, the Company shall provide a written notice to the Client, indicating the estimated cost to complete the pertinent services and/or Deliverables. Following receipt of such estimate, the Client shall immediately instruct the Company in writing to (i) halt work with respect to such services and/or Deliverables, (ii) continue on a time and material basis, or (iii) suspend work pending further negotiation of a fixed price for completion.

7.3. Rate Changes

7.3.1. The Company reserves the right to increase its rates, charges and fees annually, by a minimum of the Consumer or Retail Pricing Index, whichever is the greater for the preceding 12 months. The company also reserves the right to change its rates, charges and fees at its discretion. These changes would be subject to sub-Clause [7.3.2.](#) and [7.3.3.](#)

7.3.2. Rates quoted by the Company in quotations and the schedule of rates are subject to change upon thirty (30) days' advance written notice, provided that any such change shall have no effect upon rates or charges for work already rendered or scheduled to be rendered within thirty (30) days of the issue of such notice or the provisions of Clause [7.3.3.](#) concerning hosting plans.

7.3.3. Where payment has already been made for hosting for a specified period (e.g. there is an option to pay for 12 months hosting in advance), no further payment nor reimbursement shall be due and new fees shall take effect from the next payment due.

7.4. VAT

VAT is payable on the entirety of charges and prices given will exclude VAT unless otherwise stated.

7.5. Deposits

Prior to the outset of the Order a non-refundable deposit will be taken. For Orders charged on a Time and Materials basis this is calculated from the estimated cost of the Order. The deposit is not refundable under any circumstances.

7.6. Payment Terms

Charges are payable within 14 days of invoicing, unless stated otherwise.

7.7. Making Payments

All payments shall be made in pounds sterling and by bank transfer, standing order, Direct Debit or PayPal to the account of the Company at a bank to be nominated in writing by the Company. In the event of the Client failing to make a payment by the due date the Company is entitled to take any or all of the following remedies in any order it sees fit: a) Require immediate payment of all charges due to the Company; b) Add interest to the debt at 8% per annum above the base rate of Barclays Bank Plc from the date due to the date of payment; c) Issue written demands for all sums due, each such demand attracting a fee of £25.00, payable by the Client; d) Cease working on behalf of the Client until all overdue sums are paid; e) Deactivate any live websites owned by the Client and charge an admin fee of £25.00 to reactivate each website.

7.8. Payment Divisibility

Payments may be divisible. Where they are divisible, the work performed in each period during the currency of the contract shall be invoiced separately. Each invoice for work performed in any period shall be payable by the customer in full, in accordance with their terms of payment provided for herein, without reference to and notwithstanding any defect or default in the work performed or to be performed in any other period.

7.9. Regular (Repeating) Payment Arrangements

Where services are invoiced on a regular and repeating basis in advance, (such as, but not limited to, Hosting of the website, SEO Services and Maintenance Services), the Client shall pay these fees at the agreed intervals (by Direct Debit) on a pre-arranged date, the first payment being due upon entering into this Agreement.

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8. Client Obligations

8.1. Client Shall:-

8.1.1.

Only make use of the Services for a legitimate and lawful purpose.

8.1.2.

Keep confidential all passwords received from the Company for the purpose of the Services and notify the Company immediately upon becoming aware that a password has become known to an unauthorised third party.

8.1.3.

Complete its own tests for computer viruses in accordance with best computing practice prior to each and every operational use of the Services.

8.1.4.

Ensure that it complies at all times with all relevant laws and obligations including but not limited to any licence under the Act which is applicable to the Client and all related laws in any territory in which the Client is situated or in which the Client's Website may be accessed or made available. The Client must also obtain any relevant consents and approvals for the installation and use of the Equipment. The Company will have no liability under this Agreement for failure to comply with its obligations in any case where the Client does not comply with any such relevant laws or obligations or does not obtain such consents or approvals.

8.1.5.

Allow the Company to access the Client's website and server(s) to check for any infringements of the Client's obligations under this Agreement.

8.2. Client Shall Not:-

8.2.1.

send, transmit, make available, copy, retransmit, broadcast or publish (whether directly or indirectly) in whatever form any data, information or contractual rights, material or statement which infringes the Intellectual Property Rights or contractual or statutory rights of any person or legal entity or the laws or statutory regulations relating to defamation, contempt, blasphemy, infringement of privacy or personal data rights and any equivalent or related laws in any territory in which they are or may be accessed or made available;

8.2.2.

modify or alter the Equipment without the prior consent of the Company;

8.2.3.

make use of the Services to send or cause to be sent or forwarded electronic mail without the express or assumed agreement of the respective recipient. This shall include but not be limited to not sending large numbers of electronic mails with the same content which is commonly referred to as "spamming";

8.2.4.

use the Services to obtain or offer or permit to be offered for profit or otherwise any material, images, displays or services which are offensive, illegal or immoral or which is in breach of any legal obligation;

8.2.5.

use the Services in a manner which infringes a third party's copyright or other intellectual property rights of whatsoever nature.

8.2.6.

download, install, store or make any copies of the Licensed Program Materials, nor shall the Client sublicense the Licensed Program Materials. The Client shall not in any way translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, licence, distribute, market or otherwise dispose of any portion of the Licensed Program Materials or any copies thereof and shall not assist any third party in doing so.

Software is provided for online use as part of the Services (the "Licensed Program Materials"), and the use of such software may be subject to fees as outlined in the current Rates and Fees Schedule in accordance with this Agreement. The Licensed Program Materials is hosted software which runs directly on the Company's servers. The Licensed Program Materials is designed to be used through the Company's user interface and, as such, may be utilised by any authorised user from any computer or workstation.

8.2.7.

use the Service (including, but not limited to, the Hosting Hardware and/or the Hosting Software) for any unlawful or otherwise inappropriate purposes. This includes, but is not limited to:

8.2.7.1. Distribution of computer viruses, malware, spyware or any other form of code designed to cause harm or nuisance to hardware or software or to obtain data without consent;

8.2.7.2. Distribution of pirated material including, but not limited to, software, videos, music and written works; and

8.2.7.3. Distribution of obscene or illegal material including that which is pornographic, abusive, threatening, malicious, harassing, fraudulent, defamatory or that which encourages criminal activities.

9. Liability

9.1.

To the extent permitted by law, the Company shall not be liable to the Client save as expressly provided for in this Agreement and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise to the Client.

9.2.

The Company's entire liability to the Client in respect of any breach of its contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement shall be limited to the amount paid to the Company by the Client for the relevant product or service.

9.3.

Neither party shall have any liability to the other in respect of any breach of this Agreement for loss of revenue, business, turnover, anticipated savings or profits or any loss of use or value of any equipment or for any indirect, consequential or special loss howsoever arising, save as set out in Clause 9.2 and 9.4, even if the loss is reasonably foreseeable or the Company has been advised of the possibility of the Client incurring it.

9.4.

Nothing in this Agreement shall:- (a) exclude or restrict the Company for liability in respect of the death or personal injury or fraud resulting from the negligence of the Company, its employees or agents; (b) exclude the conditions and warranties implied by Section 12 of the Sale of Goods Act 1979 and where the Client deals as a consumer, the conditions implied by sections 13 to 15 inclusive of the said Act and by sections 3 and 4 of the Supply of Goods and Services Act 1982; or (c) where the Client deals as a consumer, affect the Client's statutory rights.

9.5. The Company disclaims all liabilities in connection with the following:

9.5.1. unreliability and technical problems of the site if the site is not hosted by the Company, unless maintained by a service agreement whose terms expressly state the Company's responsibility for maintaining reliability, in which case the provisions of said service agreement shall define the extent of responsibility

9.5.2. incompatibility of the site with any of the Client's equipment, software or telecommunications links

9.5.3. technical problems including errors or interruptions of sites hosted by the company where those problems are caused by third party plugins, actions by a User of the Client, or content or files uploaded by the Client

9.5.4. unsuitability or inaccuracy of the site

9.6.

Subject to 9.2 and 6.3, the Company will indemnify the Client for claims made against the Client by third parties for breach of their Intellectual Property Rights if such breach has been caused by the wilful act of the Company, its employees or agents.

9.7.

Nothing in this Agreement shall prevent the Company from pursuing payment of a debt against the Client.

9.8.

Where any website produced by the Company is accessed from locations outside the United Kingdom, this is done so on the visitor's own initiative and they are responsible for compliance with local laws.

10. Force Majeure

The Company shall not be liable for any failure in performing its obligations under this Agreement due to circumstances beyond its reasonable control.

11. Domain Name Registration

Domain names are purchased by the Client through external organisations and therefore subject to their terms and conditions. The Client has full responsibility in making sure that the domain name is renewed when due.

12. Hosting, Support and Maintenance

12.1. 3rd party Hosting

If the Client does not use the Company's Hosting or Support services, then the website and related services are the full responsibility of the Client.

12.2. Migrating Away

Should a Client wish to move Hosting away from the Company an admin charge will be issued, which must be paid before the transfer takes place.

12.3. Location

The Company reserves the right to move the Client's data to a different server and data centre without notice. This includes the right to move the Client's data to a different country, at the Company's discretion.

12.4. Server Use

The Company reserves the right to refuse service and/or access to its servers and/or services to anyone. Refusal of service is entirely at the discretion of the Company.

The Company does not allow any of the following content to be stored on its servers:

12.4.1. Pornography, racial abuse, illegal materials or other obscene content.

12.4.2. Excessive download content or non-linked content.

12.4.3. Malware, spyware, viruses, or any other content designed to cause harm or to obtain data in an unlawful manner.

12.5. Uploads

Uploads may be limited to 20MB per file. This may be altered on written request at the Company's discretion.

12.6. Hosting Warranty

The Company warrants to the Client that the Services will be provided using reasonable care and skill but at all times this will be subject to downtime caused by routine or emergency maintenance by the Company or occasioned by third parties. The Company will not be liable to the Client or any third party for any losses whatsoever caused by such downtime.

The hosting fee does not cover the costs of work undertaken during provision of the hosting service by the Company, except where specified in the hosting service Quotation. Nor does the provision of the hosting service imply any warranty for the stability, security, or suitability of the website software.

12.7. Licensing & subscription costs

In providing the hosting service to its clients, the Company pays for 'bulk' licences and subscriptions for software, such as, but not restricted to, Plugins.

12.7.1. The Company reserves the right to pass on increases in these costs should they arise, subject to sub-Clause [7.3](#).

12.7.2. If the Client moves the website elsewhere or terminates the hosting agreement with the Company, any costs incurred by the Company will be passed onto the Client.

12.7.3. If the Client moves the website elsewhere the Company will remove all licences owned by the Company. Identification and replacement of these licences would be the responsibility of the Client.

12.8. Critical Upgrades and Maintenance

Due to the unpredictable nature of software updates, and the need to keep websites on the Company's hosting infrastructure up to date and secure, it may sometimes be necessary for the Company to carry out upgrades and maintenance work. The Company reserves the right to conduct these at its discretion.

The Company will endeavour to keep the costs of this work to a minimal and will always make reasonable attempts to discuss this with the Client in advance of carrying out the work. Should the Company be unable to raise a reply from the Client in advance of the work, the Company reserves the right to submit written notice of 7 days of the work to the Client and then proceed without authorisation. Where a known security threat makes the nature of the work urgent, in these extreme cases, the Company may reduce the notice period to the Client to 24 hours in advance. The Client agrees to pay these charges. Should the Client decline this work then the Client or the Company may terminate the services in accordance with Clause [13.2](#).

13. Term and Termination

13.1. Term

Unless terminated in accordance with Clause [13.2](#) or [13.3](#), this Agreement shall last for the duration of an Order. This is subject to [Clause 14](#).

13.2. Termination with Notice

Either the Client or the Company may terminate this Agreement at any time by giving to the other party not less than one billing period written notice of its intention to do so. If either party terminates this Agreement before the work is delivered or the end of the minimum duration set out in the Quotation, then the balance of the contract for that remaining period shall be chargeable.

13.3. Termination Forthwith

Either party may forthwith terminate this Agreement by giving written notice to the other party if:-

13.3.1. any sum owing to that party by that other party under any of the provisions of this Agreement is not paid within 30 days of the due date for payment;

13.3.2. that other party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 30 days after being given written notice giving full particulars of the breach and requiring it to be remedied;

13.3.3. an encumbrancer takes possession, or (where that other party is a company) a receiver is appointed, of any of the property or assets of that other party;

13.3.4. that other party makes any voluntary arrangement with his or its creditors or (being a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

13.3.5. that other party (being an individual or firm) has a bankruptcy order made against him or it or (being a company) goes into liquidation (except for the purposes of amalgamation or reconstruction and in such a manner that the organisation resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);

13.3.6. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party;

13.3.7. that other party ceases, or threatens to cease, to carry on business; or

13.3.8. control of that other party is acquired by any person or Connected Persons not having control of that other party on the date of this Agreement.

13.3.9. the Client's website contains any material which is illegal, racially abusive or is likely to cause offence or to damage the Company's reputation;

13.4.

For the purposes of Clause [13.3.2](#), a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that the time of performance is not of the essence).

13.5.

The rights to terminate this Agreement given by this Clause (13) shall not prejudice any other right to remedy of either party in respect of the breach concerned (if any) or any other breach.

P.T.O.

14. Effects of Termination

Upon the termination of this Agreement for any reason:-

14.1. any sum owing by the Client to the Company under any of the provisions of this Agreement shall be immediately payable and the Client will pay the Company for all unpaid invoices and uncompensated staff time and expenses up to the date of termination without set-off, deduction or counterclaim; provided, however, that if the Deliverables and/or hosting services are being performed on a fixed price billing basis, all staff time and expenses shall be paid as if on a time and material billing basis;

14.2. each party shall forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other party any documents in its possession or control which contain or record any Confidential Information;

14.3. any provision of this Agreement which is expressed to continue in force after termination shall continue in full force and effect; and

14.4. subject as provided in this Clause (14) and [Clause 5](#), and except in respect of any accrued rights, neither party shall be under any further obligation to the other.

15. Scope of Services

15.1. Services

The Company shall conduct work in accordance with the Order. At any time during the term of this Agreement, the Client may request additional services to be performed by the Company. Such additional work shall be confirmed in writing by authorised representatives of both the Client and the Company, shall serve as an addition or revision to the Order, shall be subject to the terms of this Agreement and become effective upon execution.

15.2. Notice of Delay

The Company agrees to use commercially reasonable efforts to complete the Deliverables in a timely manner, but the obligations with respect to meeting the target delivery date are subject to delays caused by unforeseen circumstances, by any voluntary action of the Client or of any third parties beyond the control of the Company. The Company agrees to notify the Client promptly of any event coming to its attention that may affect the Company's ability to meet the requirements of the Order, or that is likely to cause any material delay in delivery of the Deliverables. The Company shall not be in breach of this Agreement as a result of a reasonable delay in delivering the Deliverables occurring for any reason.

16. Search Engine Optimisation services

16.1.

The Client understands that search engines are independent companies who select and rank sites using their own criteria. Whilst the Client must follow the Company's recommendations for optimising its website for search engine listing in order to maximise its chances of increasing its search engine exposure the Client acknowledges that the Company does not and cannot guarantee that the Client's website ranking will be improved in any search engine listing. To enable the Company to optimise the Client's

website the Client must provide FTP login details for the website and the Client acknowledges that the Company cannot undertake any optimisation until such FTP login details have been provided.

16.2.

The Company's list of the most important search engines includes those search engines that the Company considers to be the most important with regard to popularity, language, content, location, coverage or any other criteria that the Company using its expertise considers suitable.

16.3.

The Company will choose a suitable set of words to search for in the search engines. This will be used as a test phrase to assess how the Client's website is ranking in search engines.

17. Reasonable Usage Policy

17.1. Standard Reasonable Use Policy

Resources are defined as hosting bandwidth, processor utilization, database size and disk space, and Company staff time. Because the company provides services to numerable clients the Client agrees to use any services with due care and concern. A reasonable usage policy applies to the use of all services.

In instances where the Client's usage of a service becomes excessive, or abnormally high, the Company reserves the right to contact the Client to discuss options for modifying usage, altering remuneration, and/or any applicable upgrades to a higher tariff or plan.

In rare cases, the Company may find the Client to be using resources to such an extent that he or she may impact or jeopardize service performance and resources for other Clients. In such instances, at the Company's discretion, the Company reserves the right to impose the High Resource User Policy ([Clause 17.2](#)) for the consideration of all Clients.

17.2. High Resource User Policy

The Company may implement the following policy at its sole discretion:

When the resources utilised by the Client in using a service are abnormally high, the Company reserves the right to suspend that service immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of the Company's services. Clients may be offered an option whereby the Company continues supplying the service under a reduced usage criteria specified by the Company and/or its suppliers, or at a higher rate.

Failure to comply with such measures may result in service to the Client being terminated immediately.

P.T.O.

18. WordPress Administrator User Agreement

WordPress Administrators may be able to do things like add custom CSS (theme allowing), add Plugins to the site, manage users, and potentially access the website's code. The Client agrees that all users with the role of Administrator will adhere to this WordPress Administrator User Agreement.

18.1. Website Users

All Company users and the 'wpengine' user are not to be altered in any way and they are to be left on the site with full Administrative capability.

If any of the Company's users, or the 'wpengine' user are removed or have their permissions altered by the Client, then the Company reserves the right to terminate the website's hosting forthwith, in accordance with Clause [13.2](#).

18.2. WordPress Plugins

18.2.1. Disallowed Plugins

The Client agrees to observe the Company's 'Disallowed' list of plugins and agrees that these must not be added to the website. The Client may find the list on the Company's support website and may request this list from the Company.

The Company reserves the right to remove from the website any plugins that are on this list. The Company cannot guarantee to give the Client notice of this removal.

18.2.2. Plugin Maintenance

The Client is responsible for the maintenance of plugins and themes installed by their users onto the website, unless by prior arrangement and written agreement. If the Client fails to keep those themes and plugins up to date, the Company reserves the right to discuss alternative options for maintaining the site. Clients may be offered an option whereby the Company continues supplying the service at a higher rate to enable the Company to manage the updates.

18.2.3. Required Plugins

The Company requires the Client to keep the following plugins on the website at all times. The Client agrees that removal or disabling of any of the plugins below will result in administrative charges being levied by the Company to the Client in order to cover the cost or re-installing them. These plugins are as follows:

- All SiteBites Plugins.
- iThemes Security
- Infinite WP
- WP Security Audit Log
- Yoast

18.3. Back-ups & Editing

The Company will continue to run regular back-ups. The Client is responsible for additional back-ups. To enable the Client to do this the Company will provide access to an administration panel, through which the Client may do as follows:

- A. Take a 'staging' copy of the website to implement changes away from the live website.
- B. Take ad-hoc backups of the site.

18.4. Warranty & Customisations

Administrators will have access to areas of WordPress that allow them to customise the website's code. Therefore the following changes will apply from the moment the Administrators are granted access to the website by the Company:

- A. Any active Warranty on the website will be reduced to 2 weeks from the original start date, even if this means the site immediately changes to being out of warranty. The Company suggests that the Client waits until the end of any warranty periods before requesting access.
- B. All work on the website, including but not limited to changes, and fixes, will become billable. This applies to software such as plugins and themes built by the Company. This is because the Company no longer has control over the code that may be accessed by the Client.

And they lived happily ever after.

The end.