

Terms & Conditions of Business

Last updated: 19/11/2023

The purpose of these Conditions

- To establish the general terms and conditions applicable to services and/or goods to be rendered or supplied by the “Company” to the “Customer” from time to time.
- The parties shall enter into one or more Service Agreements (as defined below) describing the responsibilities and obligations specific to the applicable services.
- The “Customers” attention is particularly drawn to the provisions of clause 6 (Liability).

Novus Design offers a diverse array of services. Specific terms and conditions outlined in this document may vary depending on the nature of the service detailed in a Proposal. Section A includes general clauses, while additional clauses corresponding to the services outlined in a Proposal can be found in Sections B, C, and D.

Section A – General Terms & Conditions

1. Definitions & Interpretations

1.1. In these Terms and Conditions, and any Contract (as defined below), the following definitions shall apply unless the context requires otherwise:

- 1.1.1. **“Novus”** denotes Novus Design or any of its subsidiaries or partners offering Novus-related services, henceforth acknowledged as “the Company”.
- 1.1.2. **“Customer”** signifies the individual or company to whom the invoice is directed.
- 1.1.3. **“Proposal”** is a formal document outlining a suggested Service to the Customer, presenting a comprehensive solution to address their needs or requirements.
- 1.1.4. **“Service”** means a specific service specified in the Proposal;
- 1.1.5. **“Software”** means the software or framework that is used to provide the Service. In many cases this can be in the form of a “Plugin”;
- 1.1.6. **“Plugin”** characterises an extension of a Website or third-party service that enhances a Website or Service provided.

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- 1.1.7. **“CMS”** known as a Content Management System, is an application such as WordPress that can be incorporated into a Website, allowing any admin user the capability to update content on the Website.
- 1.1.8. **“Subscription”** means the recurring monthly or annual fee as outlined in a Proposal, covering the continuous provision of the software or plugin along with its associated support.
- 1.1.9. **“Website Hosting”** means the service that provides the infrastructure for a website, responding to browser requests for content, and may include file hosting accessible through FTP, excluding services such as domain management, email hosting, and internet connectivity to/from the Customer’s device.”
- 1.1.10. **“First Line Support”** denotes the initial level of assistance that involves the analysis and logging of faults, serving as the first point of contact to address issues related to the software or services.
- 1.1.11. **“Support Time”** refers to the dedicated time allocated to aid the Customer in addressing issues associated with Software that extends beyond the predefined scope within the Proposal. This encompasses administrative efforts related to the identified issue, incorporating tasks such as logging telephone call details.
- 1.1.12. **“Confidential Information”** encompasses all non-public and proprietary data, explicitly covering the terms outlined in this agreement. This includes, but is not restricted to, information or data related to the party, its associates, businesses, activities, affairs, products, services, suppliers, customers, or prospective customers. This information is disclosed by one party to the other, whether in writing, verbally, or by any other means, both directly and indirectly, before, on, or after the date of this agreement.
- 1.1.13. **“Deliverable”** refers to a service or set of services that may be provided at a specific point in time, such as a design draft, digital files or website content.
- 1.1.14. **“Business Day”** means any day which is not a Saturday, Sunday or a public or bank holiday in the United Kingdom;
- 1.1.15. **“Business Week”** means one full calendar week to the day.

1.2. Interpretation Guidelines:

- 1.2.1. The inclusion of clause headings is for convenience only and does not influence the interpretation of these Terms & Conditions.
- 1.2.2. The term "persons" encompasses natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations, and trusts, whether or not possessing separate legal personality.

1.2.3. Unless the context dictates otherwise, any reference to a statute, statutory provision, or subordinate "legislation" should be understood as:

1.2.3.1. Referring to legislation that is periodically amended and in effect, as well as any legislation that, with or without alterations, re-enacts, consolidates, or enacts in a rewritten form the aforementioned legislation.

1.2.3.2. Encompassing any prior legislation that re-enacts, consolidates, or is enacted in a rewritten form.

1.2.4. Any expression introduced with phrases like "including," "include," "in particular," "such as," "as per," or any equivalent expression is illustrative and does not impose limitations on the meaning of the words preceding those terms.

2. Entire Agreement

- 2.1. This Agreement, along with its referenced documents, constitutes the sole and comprehensive agreement governing the parties, superseding any previous agreements pertaining to the subject matter herein. Modifications to this Agreement are considered valid only when formalised in writing and mutually signed.
- 2.2. Each party acknowledges and affirms that, in entering into this Agreement and the documents referenced within it, they do not rely on, and shall not have any recourse for, any statement, representation, warranty, or understanding (whether made negligently or innocently) by any person (whether a party to this Agreement or not) that may have influenced their decision to enter into this Agreement. The sole remedy available shall be for breach of contract under the terms of this Agreement. However, this clause does not limit or exclude liability for fraud.
- 2.3. Any enquiries regarding these Terms and Conditions should be directed to the Company for clarification before submitting a signed agreement related to any Proposal.

3. Intellectual Property Rights

- 3.1. The Customer recognises that, when the Company does not own any pre-existing materials, the Customer's rights to use such materials are contingent upon the Company acquiring a written license (or sub-license) from the relevant licensor(s). This license should authorise the Company to grant the Customer rights to use these materials and the Customer acknowledges and accepts that their use of any pre-existing materials is subject to the terms of the relevant licensor(s)' license.
- 3.2. Upon full payment, completion and sign-off of the deliverables, ownership of the rights to the created deliverables will be transferred to the Customer.
- 3.3. Third-party materials, including imagery, incorporated into the deliverables may be subject to usage obligations such as royalties and license fees. The Company will secure the necessary licenses for the use of third-party

materials within the Proposal's scope.

- 3.4. The Customer must obtain written consent from the Company for the use of any part of the deliverables beyond the Proposal's defined scope.
- 3.5. Unless otherwise specified in the Proposal, the Company retains the ongoing right to use any deliverables it produces for promoting its services.
- 3.6. In cases where the Proposal involves Software created by the Company, the Company will retain ownership of all copies of the Software and the Intellectual Property Rights (IPR) associated with it. The Customer holds no rights to the Software or its contained IPR.
- 3.7. The Customer acknowledges the Company's ownership of the right to showcase designs and work in its portfolio, both online and offline. The Customer grants Novus Design a worldwide, perpetual, non-exclusive license to use its name, logo and branding for advertising, marketing and promotional activities.

4. Confidentiality

4.1. Throughout the term of this Agreement and for a period of three years thereafter:

4.1.1. The receiving party commits to maintaining strict confidentiality regarding all Confidential Information disclosed by the Disclosing Party, including but not limited to information shared by its employees, agents, or subcontractors.

4.1.2. The receiving party shall limit the disclosure of Confidential Information to employees, agents, or subcontractors strictly on a need-to-know basis for fulfilling obligations under the Contract. Furthermore, the receiving party will ensure that such individuals are bound by confidentiality obligations equivalent to those imposed on the Receiving Party.

4.1.3. The receiving party undertakes not to utilise the Confidential Information in a manner that seeks to procure any commercial advantage over the Disclosing Party.

4.2. Exceptions to Confidentiality Obligations:

4.2.1. The confidentiality obligations in this Agreement do not apply to information already in the possession of the disclosing party, unrelated to any breach of this Agreement.

4.2.2. Confidentiality obligations do not extend to information that is publicly known or becomes public after the date of this Agreement, except as a result of a breach of this Agreement.

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- 4.2.3. Confidential Information may be disclosed if required by applicable law, regulation, governmental or administrative authority, or by order of any court with competent jurisdiction.
- 4.3. Each party commits to taking all necessary steps to ensure that its employees, agents, and subcontractors comply with the confidentiality provisions outlined in this agreement.
- 4.4. The Customer affirms that any concepts, materials, or documents associated with the Service are confidential and exclusive proprietary rights are vested in the Company. It is expressly agreed that the divulgence or utilisation of such information is only permissible as explicitly sanctioned by the terms of this agreement.
- 4.5. This confidentiality clause (Clause 4) shall survive the termination of this Agreement for any reason, ensuring the enduring protection of Confidential Information beyond the Agreement period.

5. Data Protection

- 5.1. Both parties shall comply with all applicable data protection laws and regulations in connection with the processing of personal data under this Agreement.
- 5.1.1. The parties shall cooperate in good faith to address any requests, enquiries, or obligations related to data protection laws.
- 5.2. The parties agree to process personal data only for the purposes explicitly defined in this Agreement.
- 5.2.1. Personal data processed shall be adequate, relevant and limited to what is necessary for the purposes defined in this Agreement.
- 5.2.2. Both parties shall ensure that any individuals authorised to process personal data are bound by confidentiality obligations.
- 5.3. Each party shall implement appropriate technical and organisational measures to protect personal data from unauthorised access, disclosure, alteration and destruction.
- 5.3.1. In the event of a data breach or security incident, the party responsible for the breach shall promptly notify the other party in accordance with applicable laws and regulations.
- 5.4. The parties shall assist each other in responding to data subject requests to access, rectify, or erase personal data, as required by data protection laws.

- 5.4.1. The parties shall cooperate in addressing data subject objections and requests for the restriction of processing, in accordance with applicable data protection laws.
- 5.5. If personal data is transferred across borders, the parties shall ensure compliance with applicable data protection laws, including implementing necessary safeguards such as Standard Contractual Clauses or other approved mechanisms.
 - 5.5.1. Any changes to the transfer mechanisms or sub processors involved in data processing shall be communicated to the other party in advance.
- 5.6. Personal data shall be retained only for as long as necessary for the purposes specified in this Agreement, and in compliance with applicable legal requirements.
 - 5.6.1. Upon the termination of this Agreement, each party shall, at the discretion of the data owner, either return or securely dispose of any personal data in its possession.
- 5.7. If required by applicable law, each party shall designate a Data Protection Officer and provide the contact details to the other party.
- 5.8. The parties shall periodically review and if necessary, update their data protection measures to reflect changes in applicable laws or the nature of the processing activities.
- 5.9. The obligations under this Data Protection clause (Clause 5) shall survive the termination of this Agreement, ensuring continued compliance with data protection requirements beyond the Agreement period.

6. Liability

- 6.1. The Company acknowledges complete financial responsibility, encompassing acts or omissions of its employees, agents, or subcontractors, for any breach of this Agreement, irrespective of the cause. In addition:
 - 6.1.1. The Company assumes liability for any consequences resulting from the Customer's use of the Services, Deliverables, Goods, or any of their components.
 - 6.1.2. Responsibility is accepted for any representation, statement, or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 6.2. All warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 6.3. The Company's liability is not limited or excluded for death or personal injury caused by negligence or for fraudulent misrepresentation.

6.4. Limited Financial Liability:

In consideration:

6.4.1. The Company disclaims liability for any direct, indirect, incidental, or consequential loss or damage, costs, or expenses suffered by the Customer, encompassing loss of profit, business interruption, loss of data, or depletion of goodwill.

6.4.2. The Customer assumes all risks related to the suitability, quality and performance of the Service.

6.4.3. The Company's total liability, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, or otherwise, is confined to the amount initially paid for the Service.

6.4.4. The Company is not liable for any loss, damage, or delay arising from contract termination or compliance with statutory or regulatory requirements.

6.4.5. The Customer bears the responsibility for ensuring that deliverables comply with all laws, regulations and codes in all countries of use. The Customer indemnifies the Company against costs arising from the use or misuse of deliverables.

6.5. Verbal or written information or advice from the Company, its dealers, distributors, employees, or agents does not extend, modify, or add to the conditions stipulated in this Agreement.

7. Invoicing, Payment Terms and Pricing

7.1. Where a deposit is required, the Company is not obliged to carry out any work before the deposit is received. In the event that any preliminary work is carried out prior to receipt of the deposit and the order is then cancelled, the Company will invoice the Customer for the work conducted.

7.2. The Purchase Price excludes VAT. VAT will not be charged to the Customer.

7.2.1. In the event the Company becomes VAT registered after any initiation of services with the Customer, the following provisions shall apply.

7.2.1.1. The Company shall provide the Customer with advance notice of its VAT registration status. Such notice will be communicated through the most suitable means, including but not limited to email or written communication.

7.2.1.2. Upon the Company's VAT registration becoming effective, the Purchase Price for the services provided to the Customer will be adjusted to include Value Added Tax (VAT). The adjusted price, inclusive of VAT, will be communicated to the Customer in the same notice mentioned in clause

7.2.1.1.

7.2.2. Subsequent invoices issued by the Company for the affected services will reflect the updated Purchase Price, now inclusive of VAT.

7.2.3. The Customer acknowledges and agrees that, following the Company's VAT registration, the invoiced amounts will be subject to the applicable VAT rate and the Customer is responsible for the payment of the adjusted Purchase Price.

7.2.4. By continuing to use the services provided by the Company after receiving the notice mentioned in clause 7.2.1.1, the Customer implicitly accepts the adjusted Purchase Price inclusive of VAT.

7.2.5. The adjusted Purchase Price will remain in effect for the duration of the Company's VAT registration, and any subsequent changes in the VAT rate will be duly communicated to the Customer with corresponding adjustments made as necessary.

7.2.6. In the event that the Customer objects to the adjusted Purchase Price inclusive of VAT, the Customer has the right to terminate the service. The Customer shall exercise this right by providing written notice to the Company within the agreed timeframe specified in the agreement governing the provision of services, commencing from the date of receiving the notice mentioned in clause 7.2.1.1.

7.3. The agreed Purchase Price, confirmed by the receipt of a signed Order Confirmation, remains valid for a period of twelve months from the signing date. The Company retains the right to adjust the price for any outstanding work after this timeframe.

7.4. Ahead of each payment due date, the Company will send an invoice to the Customer via email. Unless otherwise indicated in the Proposal, each invoice is due for payment within ten calendar days, or in the case of a Direct Debit, will be debited on the specified date.

7.5. If the Customer fails to meet a payment deadline, the Company, without prejudice to other available rights or remedies, reserves the right to suspend or terminate the Service.

7.5.1. The Company may suspend the Service if a payment is overdue by four business weeks or more.

7.5.2. The Company may terminate the Service if a payment is overdue by eight business weeks or more.

7.6. In the event of overdue payments under these terms, the Customer shall be liable to pay interest on such amounts, calculated from the due date to the actual payment date, both before and after any judgment, at a

rate of 1% over the Bank of England base rate. This interest will accumulate daily and be compounded quarterly.

- 7.7. For overdue payments under these terms, the Company reserves the right to impose a £50 fee to cover the administrative costs of managing the debt.
- 7.8. All payments must be made in full without any set off, deduction, or counterclaim.
- 7.9. The Company retains the right to adjust the Purchase Price based on additional requirements from the Customer post-order acknowledgment. Such adjustments will be communicated in writing by the Company and confirmed by the Customer in writing before further work proceeds or additional charges are incurred.
- 7.10. For Proposals involving design work, unless otherwise specified, the Purchase Price includes an allowance for two sets of changes to each deliverable. Extra modifications will be billed at the prevailing hourly rate. The Company will communicate any such variations in writing, and the Customer must confirm in writing before further work proceeds or additional charges are incurred.

8. Cancellation (Termination)

- 8.1. The Customer may terminate services by submitting a written notice, which may include email communication.
 - 8.1.1. Termination becomes effective upon acknowledgment of receipt by the addressee. Email notifications are only considered effective if confirmed in writing and acknowledged by the Company. Telephone requests are not honoured unless promptly followed by a written confirmation.
- 8.2. The contract may not be cancelled after acceptance unless a trial or rejection period has been pre-agreed.
 - 8.2.1. The Company, at its sole discretion, may cancel the contract wholly or in part, subject to specified timing and written agreement according to clause 9.
- 8.3. If termination notice is received during a project, the Customer is invoiced for completed work and expenses incurred up to the date of the first notice of cancellation. Payment is due within ten calendar days.
- 8.4. For retained work billed monthly with no explicitly stated contract period, the Customer may terminate the contract by providing three months' written notice.
- 8.5. The contract may only be cancelled by mutual written agreement, subject to clause 8.2 and 8.4.
 - 8.5.1. Upon cancellation, the Customer agrees to pay the Company an amount necessary to cover costs incurred up to the cancellation date and indemnify the Company against all resulting losses.
- 8.6. The Customer shall not seek cancellation or repayment of job costs based on concerns related to style or composition.

9. Notices

- 9.1. Any notice or communication under this Agreement shall be in writing and signed by or on behalf of the party issuing it.
- 9.1.1. Notices may be served via pre-paid first-class post to the address of the respective party as stipulated in this Agreement. Such notices shall be considered to be received two Business Days after posting.
- 9.1.2. Alternatively, notices may be delivered via email, subject to the conditions outlined in the following clauses.
- 9.2. Notices sent by email shall not be deemed effective unless the recipient acknowledges receipt. Such acknowledgment can take the form of a reply email, including the content being acknowledged, or a 'read receipt' generated by the recipient's email software when the email is opened and its content viewed.
- 9.2.1. Email notices shall be deemed received at the time of acknowledgment, ensuring a clear record of when the communication was accessed by the recipient.
- 9.2.2. It is the responsibility of the sender to ensure that the recipient's email system is technically capable of generating 'read receipts' and that any necessary settings are enabled for acknowledgment purposes.
- 9.2.3. In the event of technical issues preventing acknowledgment via email, the parties agree to use alternative means of communication to ensure the effective receipt of important notices.
- 9.3. In the event of a change in address for either party, timely notification of the new address shall be provided to the other party in writing.
- 9.3.1. The change of address shall be effective three Business Days after the other party receives the written notification of the new address.
- 9.4. Notices may be directed to the authorised representatives of the parties, as identified in this Agreement.
- 9.4.1. Simultaneous notice to multiple representatives of a party shall be deemed fulfilled by notifying any one of the designated representatives.
- 9.5. All notices and communications shall be in the English language unless otherwise agreed upon in writing by the parties.
- 9.5.1. Any costs associated with translation, if required, shall be borne by the party initiating the translation.

10. Confirmation

- 10.1. The Customer's confirmation of services shall be communicated via email and include either the proposed final agreement attached or a digitally signed agreement submitted.
- 10.1.1. In addition to the agreement, the Customer shall provide a declaration confirming their understanding of and agreement with the Terms & Conditions.
- 10.2. Once the Customer confirms the order as per the provisions of clause 10.1, the order becomes irrevocable and cancellation is subject to the terms specified in clause 8.2.
- 10.2.1. The confirmation, along with the attached documents and declaration, constitutes a binding agreement between the parties.
- 10.3. The Company shall promptly acknowledge the receipt of the Customer's confirmation, confirming the successful reception of the required documents.
- 10.3.1. In the event of any discrepancies or incomplete information in the confirmation, the Company may request clarification from the Customer within a specified timeframe.
- 10.4. Any amendments or modifications to the confirmation, including changes to the proposed final agreement, shall require mutual agreement between the parties.
- 10.4.1. Amendments shall be documented in writing and exchanged via email, with both parties providing written consent to the proposed changes.
- 10.5. Both parties shall maintain complete and accurate records of the confirmation, including the agreement, declaration and any related communications, for a period stipulated in the agreement or as required by applicable law.
- 10.5.1. The Customer may request access to the Company's records related to the confirmation for audit purposes, subject to reasonable notice and adherence to confidentiality obligations.

11. Design Credit

- 11.1. The Company shall include a discreet credit link in the footer of the Customer's website. The design of the credit link will be tailored to harmonise with the overall page design.
- 11.2. Should the Customer wish to remove the credit link, a nominal fee equal to 10% of the total website service charge will be applicable.
- 11.3. In the case of new website development projects with a total development charge of less than £5,000, a fixed fee of £500 will be levied for the removal of the credit link.

12. Severability

12.1. In the event that any term or provision within this Agreement is declared invalid, unenforceable, or conflicts with the law by a court or administrative body possessing competent jurisdiction, such a determination shall not compromise the overall validity or enforceability of the remaining terms.

12.1.1. The unaffected terms shall endure, ensuring the Agreement's continued effectiveness and legal standing.

12.2. In the event that any part of this Agreement is considered invalid or unenforceable but could become valid or enforceable through specific deletions, the said provision will be implemented with the necessary adjustments.

12.2.1. The identified provision will be reshaped to secure its validity and enforceability, incorporating adjustments that align with legal standards.

12.2.2. These modifications aim to retain the original intent and purpose of the provision to the highest degree possible. The objective is to uphold the fairness and integrity of the Agreement.

13. Governing Law & Jurisdiction

13.1. These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

13.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

14. Waiver

14.1. No waiver, whether explicit or implicit, by either party in exercising, either in whole or in part, any of its rights regarding a breach or default under this agreement by the other party shall be considered as relinquishing those rights. Furthermore, any waiver pertaining to a specific breach or default shall not be construed as a waiver of any other rights or of any subsequent or continuing breach or default.

15. Assignment

15.1. The Customer must secure the prior written consent of the Company before sub-licensing, assigning, transferring, or otherwise disposing of its rights under this Agreement or any part thereof.

16. The Proposal

16.1. The Company will prepare a Proposal for each project. The Proposal will constitute an integral component of this agreement.

16.2. The Customer must formally accept the Proposal before further steps are taken.

- 16.3. Upon acceptance of the Proposal, the Company will provide a contract to the Customer. The Customer is required to sign the contract, wither it be digitally or on paper and return it by letter or email.
- 16.4. Upon the Company's receipt of the signed contract, a binding contract shall be established between the Company and the Customer for the supply of the Service.
- 16.5. The commencement of the Service will occur once the signed contract is received and processed by the Company.
- 16.6. Through the purchase of the Service, the Customer affirms having read, comprehended and agreed to be bound by these Terms and Conditions.
- 16.7. In cases involving Website Hosting as part of the Service, the Customer acknowledges having read the Acceptable Use Policy (AUP), comprehends its contents and agrees to abide by its terms.

17. Changes to Scope

17.1. Change Control Procedure.

17.1.1. If either party wishes to change the scope or execution of the Services (a "Change"), they shall submit details of the Change to the other in writing. In either circumstance, the Company shall, within a reasonable time, provide a written estimate to the Customer of:

17.1.1.1. the likely time required to implement the Change;

17.1.1.2. any necessary variations to the fees arising from the Change; and

17.1.1.3. any other impact of the Change on the relevant Service Agreement or the Contract generally.

17.1.2. Any recommendation for a Change made by the Company shall remain valid for the Customers consideration for a period of two business Weeks unless agreed otherwise in writing.

17.1.3. If the Customer wishes the Company to proceed with the Change, the Company has no obligation to do so unless and until the parties have agreed the necessary variations to its fees, the Services and any other relevant terms of the Contract to take account of the Change.

17.1.4. Notwithstanding clause 17.1.3, the Company may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements or for technical or operational reasons or change any third-party services procured by the Company in connection with the provision of the Services, provided that such changes do not materially affect the nature or scope of the

Services or the Fees.

17.1.5. The Company may charge for the time it spends assessing a request for change from the Customer on a time incurred basis at its then applicable rates.

17.2. New Services

17.2.1. The Company shall not be obliged to provide any new services to the Customer unless:

17.2.1.1. both the parties have signed a written agreement varying the Contract or entered into a new Contract and, in either case, this shall include agreement as to the fees for such new services.

17.2.2. Without prejudice to clause 17.2.1, where the Customer is permitted by the Company to order or provision new or additional Services, the Contract shall be deemed to be varied so as to include any such Services. This Contract will be subject to our standard Payment Terms.

17.3. Cooperation with Third-Parties

17.3.1. If the Customer appoints a third-party to provide services which may directly or indirectly impact on the Company's provision of the Services, the Company shall cooperate with such a third-party subject to the following:

17.3.1.1. The Company shall not be obliged to disclose its Confidential Information to that third-party unless the Customer procures that the third-party enters into binding confidentiality undertakings with the Company on terms no less onerous than those set out in the Contract.

17.3.1.2. If the Company, acting reasonably, believes the third-party's provision of the new service is likely to impact on the scope of the Services or require the Company to expend extra effort or materials, the parties shall agree on any necessary changes to the Contract (including the fees) in accordance with clause 17.1.

17.3.2. Notification of Third-Party Work Impact

17.3.2.1. If the third-party appointed by the Customer is conducting work that may affect the Services provided by the Company, the third-party is obligated to promptly notify the Company of such work and its potential impact on the Company's services.

17.3.2.2. The Company reserves the right to assess the potential impact and, if deemed necessary, engage in discussions with the Customer to address any required adjustments to the Contract or Fees due to the third-party's work.

17.3.3. Limitation of Company Accountability for Third-Party Work

17.3.3.1. The Company shall not be held accountable for any loss or damages arising from work conducted by a third-party unless the Company was informed in accordance with clause 17.3.2.1. The Customer acknowledges that the Company cannot be held responsible for unforeseen consequences resulting from third-party actions of which the Company was unaware.

18. Unforeseen Events

- 18.1. Any party that is subject to an Unforeseen Event shall promptly notify the other party in writing of the nature and extent of the Unforeseen Event causing its failure or delay in performance.
- 18.2. The Company will not be held liable for any delay or failure in fulfilling its obligations under this agreement arising from circumstances beyond its reasonable control. In such instances, the Company retains the right to postpone or cancel the delivery of the Service, as deemed necessary.
- 18.3. If the Unforeseen Event prevails for a continuous period of more than eight business weeks, either party may terminate this agreement by giving one business weeks' written notice to all other parties. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract occurring prior to such termination.

19. Changes to Terms and Conditions

- 19.1. The Company retains the right to make alterations, updates, or revisions to these Terms and Conditions without prior notice. The most recent version will be posted on our website.
- 19.2. The most up-to-date version supersedes all preceding editions. Users and Customers are encouraged to routinely check the Terms and Conditions for changes. Continued use of our services post any adjustments to the Terms and Conditions indicates agreement with the updated terms.

Section B – Website and Hosting Services

20. Payment Terms and Pricing for Website and Hosting Services

- 20.1. The first month's payment for Website and Hosting Services will be due upfront upon the signing of the contract.
 - 20.1.1. The Customer may be required to make upfront payments equivalent to one month's service fee. This may include but is not limited to website hosting, email hosting and plugin subscriptions.
 - 20.1.2. For projects involving plugins resold by the Company, the service period of the payment will not officially commence until after the project is complete.

20.1.3. For projects involving plugins not resold by the Company, the subscription term will commence from the date of purchase.

20.2. Unless otherwise agreed with the Company, the Customer will be charged by direct debit on the 1st day of each month for ongoing Website and Hosting Services.

20.2.1. Invoices for monthly direct debit charges will be issued up to ten days in advance of each billing cycle. This allows the Customer sufficient time to review, enquire, or cancel the upcoming invoice.

20.2.2. Any cancellation or modification requests regarding the monthly direct debit must be communicated to the Company within the specified time frame mentioned in clause 20.2.1.

20.3. The Company reserves the right to adjust the fees for Website and Hosting Services with reasonable notice to the Customer. Such adjustments may be made in response to changes in service requirements or external factors affecting the cost of service provision.

20.3.1. The Customer will be informed of any fee adjustments in advance and adjustments will be reflected in subsequent invoices.

21. Software

21.1. Prior to entering into this agreement, it is the Customer's responsibility to ensure that the Software's functionality aligns with its specific requirements.

21.2. Unless explicitly specified otherwise in the Proposal, all expenses related to modifying the Software, following the Customer's discovery, subsequent to Proposal acceptance, that the Software does not meet their requirements, are the sole responsibility of the Customer.

21.3. The Customer recognises achieving 100% reliability for any Software or Internet service is inherently challenging. The Company holds no liability for losses arising from the use or inability to use the Service due to Software faults, underlying software, hardware issues, network disruptions, or any other causes of failure.

21.4. The Company provides no warranty for Software that has been altered by parties other than the Company. Additionally, the Company disclaims responsibility for issues stemming from incompatible operating systems or equipment, as well as problems arising from the interaction of the Software with software not supplied by the Company.

22. Website Hosting

22.1. The Customer commits to adhering to regulations governing the acceptable use of the Website Hosting service:

22.1.1. The Customer pledges to comply with the distinct Terms and Conditions outlined in the Acceptable Usage Policy, available upon request.

22.1.2. Recognising that the Website Hosting facility may be administered by a third-party, the Customer acknowledges that the Terms and Conditions, encompassing the Acceptable Usage Policy, of said third-party are applicable.

22.2. Acknowledging a minimum contract duration of three months, the Customer accepts the specified period for the Website Hosting service.

22.3. The Company will exert reasonable efforts to maintain Service availability, subject to constraints imposed by the third-party Website Hosting.

22.4. The Company reserves the right to temporarily suspend the Service for the purpose of introducing enhancements or addressing maintenance and support issues.

22.5. The Website Hosting service operates on the basis of 'reasonable usage' for server load, disk space and bandwidth:

22.5.1. 'Reasonable usage' entails a defined bandwidth and disk space allocation based on the Customer's chosen hosting plan.

22.5.2. Due to the diverse nature and popularity of websites, precisely defining 'reasonable usage' for server load is complex. The Company will suggest a hosting plan tailored to meet the expectations outlined by the Customer.

22.6. Should the Customer's website exceed reasonable usage, the Company may propose a higher capacity service at a mutually agreed increased fee. In cases where server load significantly exceeds expectations, the Company may:

22.6.1. offer a customised Website Hosting solution at an agreed increased fee, or

22.6.2. if no agreed solution is reached, terminate the Website Hosting service at no cost to either party.

22.7. The Website Hosting service provided by the Company encompasses backups of the customer's SQL database and data files within the public HTML web space. Depending on the selected Hosting Plan, these backups are

systematically stored in a location distinct from the data centre. It is important to note that the Company will accept no responsibility for data loss incurred through the utilisation of this service.

22.7.1. The Customer acknowledges and agrees that any manual backups undertaken independently cannot be stored within the Website Hosting service. Such storage would be considered a violation of the reasonable usage policy.

22.7.2. The Customer further recognises that the use of plugins designed to automate backups will also be in breach the reasonable usage policy. This is attributed to the potential increase in file size stored on the tailored hosting, which is unnecessary due to the daily automated backups conducted by the hosting server.

22.7.3. The Company emphasises that it holds no responsibility for any data loss resulting from the independent storage of manual backups or the use of backup plugins, as such actions are in contravention of the reasonable usage policy.

22.8. The Customer acknowledges that, unless explicitly stated in the contract, the Website Hosting Service is intended for a single website, optimised for performance.

22.8.1. Installing another website without prior discussion and agreement with the Company may strain the hosting platform, potentially causing service disruptions.

22.8.1.1. The term "another website" encompasses both a distinct website installed independently and a staging or development website, which may be separately installed or integrated through a plugin. Any installation must be discussed and agreed upon with the Company to mitigate potential hosting platform strain and service disruptions.

22.8.2. The Customer understands that adding another website may necessitate adjustments to contract terms and fees, determined based on its impact on the hosting environment and services provided.

22.8.3. No additional website should be installed without explicit discussion and agreement with the Company. Due to the nature of the contract, the Customer must inform the Company in advance and seek approval before proceeding.

22.8.4. If the Customer installs another website without prior discussion, the Company reserves the right to take corrective action, addressing service disruptions, revising the service agreement and applying additional fees as deemed necessary.

22.8.5. To ensure the stability and optimal performance of the hosting environment, the Customer is strongly encouraged to communicate with the Company regarding any potential plans to install additional websites. Such communication allows for proper assessment, adjustment of term and proactive measures to maintain a reliable

hosting service.

- 22.9. The Company's Website Hosting service prioritises the uptime and accessibility of the Customer's website on the server, excluding internal website management, content management system (CMS) application support or plug-in support.
- 22.10. Unless utilising the Company for Website Maintenance Services, the Customer is solely responsible for maintaining their CMS application software and associated plug-ins.
- 22.10.1. The responsibility for regularly applying security patches to the CMS application and plug-ins rests with the Customer, unless explicitly covered by a Website Maintenance Plan with the Company.
- 22.11. In cases where the Customer neglects security patches and the Company deems their website insecure, corrective action may be taken.
- 22.11.1. The Company reserves the right to temporarily disable the website until the Customer rectifies identified security issues to safeguard overall hosting security.
- 22.11.2. Active management and updating of the website's CMS application and plug-ins are encouraged to mitigate security risks and ensure smooth functionality.
- 22.12. The default Website Hosting provision is a "managed" hosting plan, where access to the hosting control panel is not provided.
- 22.12.1. The "managed" hosting plan includes routine server maintenance, security monitoring, and general technical support related to the hosting environment.
- 22.12.2. The Customer may request access to the hosting control panel at an additional cost specified by the Company.
- 22.12.3. In instances where the Customer opts not to engage the Company for website maintenance services, it is strongly recommended that the Customer has access to the hosting control panel. This access facilitates independent management of website-related tasks, including but not limited to database management, processing of backups, email management, file space management and other hosting-specific configurations such as PHP version control.
- 22.12.4. The Company shall provide details regarding the additional cost for control panel access upon the Customer's request and such costs will be outlined in the service agreement or as per a separate arrangement between the parties.

23. Email Hosting

- 23.1. Each mailbox associated with the Email Hosting service is allocated up to 5GB of storage space by default.

23.1.1. The Customer is responsible for managing their mailbox storage to ensure it remains within the allocated space limit.

23.2. The Email Hosting service is subject to a basic fair usage policy to ensure equitable resource allocation and optimal service performance.

23.2.1. The fair usage policy encompasses reasonable and non-excessive usage of mailbox storage, bandwidth, and other associated resources.

23.3. Upon request, the Customer may seek additional storage space beyond the default 5GB allocation.

23.3.1. The Company reserves the right to assess the request based on the Customer's compliance with the fair usage policy.

23.3.2. Additional storage space will only be issued if the Customer is in adherence to the fair usage policy, ensuring fair and considerate use of resources.

23.4. The Company retains the right to monitor mailbox usage to ensure compliance with the fair usage policy.

23.4.1. In the event that a Customer exceeds reasonable usage limits, the Company may issue notifications and work with the Customer to address any concerns before taking further action.

23.5. Persistent and significant violations of the fair usage policy may result in the suspension or termination of the Email Hosting service, at the discretion of the Company.

23.5.1. The Company will strive to provide adequate notice and assistance to the Customer before taking any termination actions, with the aim of resolving issues amicably.

24. Website Maintenance Plan

24.1. The Customer acknowledges that, without a Maintenance Plan, the Company is not responsible for the internal workings of the website, its CMS, plugin and security updates.

24.2. The Customer understands that a Maintenance Plan will only cover one appointed Website.

24.3. The Customer acknowledges that the Website Maintenance service is subject to a minimum contract duration of three months.

- 24.4. The Customer understands the Company will offer an appropriate Maintenance plan based on the Website's requirements.
- 24.5. If requested, the Company will provide an end-of-month report for websites enrolled in the maintenance plan. This report will offer insights into the performed maintenance activities, updates applied and any notable changes or improvements made during the month.
- 24.6. With each month, a Website will be allocated two hours of maintenance time.
- 24.6.1. The allocated time will cover all maintenance activities, including but not limited to plugin updates, CMS updates, website security updates, bug fixes as a result of updates, performance updates and quality of life updates.
- 24.6.2. If the two-hour allocation is not fully utilised in a particular month, up to one hour can be carried over to the following month. However, any month's total allocation cannot exceed three hours for a single Website.
- 24.6.3. The Customer will be promptly advised if the allocated time is exceeded for a given month. In such cases, an agreement will be reached with the Customer to determine whether additional time is required for the remainder of the month.
- 24.7. The Customer may terminate the Maintenance service by giving one month's written notice from the next due payment.
- 24.7.1. Once notice of Termination of Service has been received, an invoice will be raised for the remaining contract period. This invoice is subject to our standard Payment Terms.
- 24.7.2. The Maintenance service will remain effective until terminated.
- 24.8. Limitations of Website Maintenance:
- 24.8.1. Website Maintenance does not cover research into new features, investigation of customer orders, or the changing of website settings. It is focused on maintaining the website in its current state.
- 24.8.1.1. In the event that the Customer requires technical support beyond the standard limitations outlined in 24.8.1, the Company is ready to offer tailored assistance. A detailed quotation for the requested technical support can be provided upon the Customer's enquiry.
- 24.8.2. If the scope of the website is altered by the Customer, a third-party, or the Company, the Website Maintenance Plan must be reviewed and fees may be adjusted to align with the new specifications.

25. Website Amendments Service

- 25.1. Through the Website Amendments Service, the Customer has the flexibility to reserve a predetermined number of work hours at a discounted rate.
- 25.2. The Customer acknowledges that if the monthly allocated hours are surpassed, the Company will promptly initiate contact to discuss available options and to provide a detailed quotation for the additional requested work.
- 25.3. Any unused Amendments allowance will be carried over into the following month.
 - 25.3.1. The Customer accepts that only a maximum of one-third of the monthly Amendments allowance can be carried over into the following month. The hourly value of 1/3 will be stated in the Service Proposal.
- 25.4. The Customer acknowledges and understands that when submitting requests for amendments work, providing sufficient notice is crucial for proper scheduling and completion.
 - 25.4.1. The Company operates on a schedule that may involve commitments with multiple clients. The Customer acknowledges that, due to this schedule, the Company may face limitations in fully accommodating requests if a substantial amount of the remaining allocated hours are requested with minimal time left in the month.
 - 25.4.2. To ensure effective planning and timely completion, the Customer is encouraged to provide reasonable notice for any desired amendments work.
 - 25.4.3. The Customer understands that, while the Company endeavours to meet all reasonable requests, last-minute or urgent requests may be subject to scheduling constraints and may impact the ability to utilise the remaining allocated hours effectively.
- 25.5. "Urgent Amendments" are defined as any work with a required completion of within two working days.
 - 25.5.1. Any Urgent Amendments work undertaken by the Company will be charged at 1.5 times the hourly rate, meaning that one hour of work will be recorded as 1.5 hours.
- 25.6. "Emergency Amendments" are defined as any work that is required outside of the Company's advertised office hours.
 - 25.6.1. Any Emergency Amendments work undertaken by the Company will be charged at 2.0 times the hourly rate, meaning that one hour of work will be recorded as 2.0 hours.
- 25.7. The Customer retains the option to terminate the Amendments service by providing one month's written notice before the next due payment.
 - 25.7.1. Upon receipt of the Termination of Service notice, an Invoice will be issued for the remaining contract period, following our standard Payment Terms.

26. Plugin Management Service

- 26.1. The Company offers a Plugin Management Service in conjunction with Website Maintenance, wherein it will manage the Customer's plugin subscriptions.
- 26.2. Upon acceptance of the Plugin Management Service, the Company will assume responsibility for all accounts associated with the subscribed plugins.
- 26.3. The Company will be directly billed for the renewal of the subscribed plugins.
 - 26.3.1. The Company will actively track the renewal dates of these plugins and will provide the Customer with a notification one month in advance of the renewal date.
 - 26.3.2. An invoice for the renewal of the plugin subscription will be issued to the Customer up to ten days in advance of the 1st of the month.
- 26.4. In the event the Customer decides to cancel the Plugin Management Service, all aspects of plugin management, including billing responsibilities, will be returned to the Customer.
 - 26.4.1. The transition of responsibilities will be seamless and conducted in a manner that ensures the continued smooth operation of the plugin subscriptions.

27. Other Website Services

- 27.1. The Customer acknowledges and affirms that, unless expressly communicated otherwise to the Company, the responsibility for acquiring all essential services vital for their website's seamless operation rests solely with them. These services encompass, but are not restricted to, domain name management, email services and Website Hosting.
 - 27.1.1. This responsibility spans the initiation, configuration and ongoing oversight of these services to guarantee the continuous functionality and accessibility of their website.
- 27.2. Acknowledging the diverse needs of its Customers, the Company may offer optional services for added convenience. These optional services may include the purchase of Domain Names, Website Hosting, Email Hosting, as well as the renewal and comprehensive management of these services.
- 27.3. The details regarding the terms, conditions and costs associated with these optional services will be explicitly communicated to the Customer. This ensures transparency, empowering the Customer to make informed decisions about their chosen services.

28. Domain Name Registration, Renewals and Hosting

- 28.1. The Customer may be offered Domain Name purchase, renewal and hosting services. These services are only available when the Customer purchases a Website Hosting Plan with the Company to be used along with the chosen Domain Name(s).

- 28.2. The registration Contract for a Domain Name establishes a direct agreement between the Customer and the Naming Authority. The Customer is obligated to adhere to the terms and conditions stipulated by the Naming Authority.
- 28.3. The Company cannot assure the successful registration of any requested Domain Name and until explicit confirmation of registration is provided, the Customer should not assume that the registration process has been initiated.
- 28.4. The Company does not warrant that the selected Website Domain Name will not infringe upon the rights of any third-party. The Customer is responsible for indemnifying the Company against any such infringements.
- 28.5. The Company reserves the right to adjust fees for a Domain Name purchase and renewal.
- 28.5.1. Customer fees will be individually reviewed at the time of purchase or renewal.
- 28.5.2. The Company will present the Domain Name price to the Customer at the exact purchase or renewal price specified by the Domain Registrar, inclusive of VAT.
- 28.5.3. The standing fee for a Domain Name renewal will be communicated to the Customer in the month preceding the renewal, providing a minimum of ten Business Days' notice for the Customer to transfer the Domain(s) elsewhere if necessary.
- 28.6. If DNS Hosting is required, the fee for a Domain Name purchase and renewal will encompass DNS Hosting Services.
- 28.6.1. With provided DNS hosting, fees for a Domain Name purchase and renewal include the management of DNS records and directing the domain(s) to the Company Hosting Server.
- 28.7. Ownership of the Domain Name(s) remains with the Customer. The Company commits to aiding the Customer in transferring their Domain Name, provided all fees for Services rendered by the Company have been settled in full.
- 28.8. The Company does not inherently impose fees related to the process of transferring the Customer's Domain Names to or from a third-party, unless the time spent exceeds one hour. In such instances, any charges will be mutually agreed upon before further work is undertaken.
- 28.9. Fees imposed by third-parties, such as 123Reg for domain name registration or other domain management companies for domain name transfers, are the responsibility of the Customer. Any such fees incurred by the Company

will be passed on to the Customer for payment. Clear communication regarding these fees will be provided.

29. Domain Management

- 29.1. The Customer acknowledges that the Company may at its discretion, promptly relocate the Website at any time. This action may be necessitated by the requirement to upgrade the service due to new specifications or deemed necessary by the Company to move the website to a new hosting provider.
- 29.2. In cases where the Customer autonomously manages their own Domain Name, the Company at its discretion, may provide Name Servers to facilitate the Company's management of DNS records on the Customer's behalf. Under such circumstances:
- 29.2.1. The Customer assumes the responsibility of directing the Domain Names to the specified Name Servers.
- 29.2.2. The Customer commits to providing contact details for an authorised representative for Name Server updates and keeping the Company informed of any changes to these details.
- 29.2.3. The Customer agrees that the authorised representative shall promptly, within one business week, update Name Server records upon the Company's request.
- 29.2.4. The Customer acknowledges that neglecting to update Name Server records may result in the temporary unavailability of their website. Even in such instances, the Customer remains liable for Website Hosting fees.
- 29.2.5. All costs associated with updating Name Server records are the responsibility of the Customer.
- 29.3. In situations where the Customer independently manages their Domain Name without Company-provided Name Servers:
- 29.3.1. The Customer acknowledges and accepts the responsibility of updating DNS records to align the Domain Name with the A-Record IP Address of the Website Hosting service.
- 29.3.2. The Customer commits to providing contact details for an authorised representative responsible for DNS updates and undertakes to keep the Company informed of any changes to these particulars.
- 29.3.3. The Customer agrees that the authorised representative shall, upon the Company's request, update DNS records within one business week.
- 29.3.4. The Customer recognises that neglecting to update DNS records may lead to the temporary unavailability of their website. Even in such circumstances, the Customer remains accountable for Website Hosting fees.

29.4. The Customer bears all costs associated with updating DNS records.

30. Ownership of Content

30.1. The Customer holds legal responsibility for the content featured within their website.

30.2. The Company does not claim ownership over the design or content of the Customer's website.

30.3. Upon termination of the contract with the Company, the Customer is entitled to extract the following data from its website:

30.3.1. The graphical design of the website and the right to reproduce this design within other websites.

30.3.2. All text and imagery integrated as part of the website, provided that the Customer possesses the appropriate ownership licenses for the imagery. The Customer is responsible for ensuring compliance with all relevant licensing agreements before using any imagery extracted from the website.

31. Third Party Software/Services

31.1. In the event that the Proposal incorporates third-party software and/or services, the Company shall offer First Line Support exclusively. If a fault arises due to the third-party software and the Company is unable to rectify the issue, the Company will diligently strive to report the problem to the pertinent third-party for resolution.

31.2. The Customer acknowledges that the use of third-party software and/or services may be subject to additional terms and conditions imposed by the third-party providers. The Customer agrees to comply with and be bound by such terms and conditions.

31.3. Any updates, modifications, or enhancements to third-party software and/or services shall be at the discretion of the third-party provider. The Company will make reasonable efforts to communicate relevant information about updates to the Customer but holds no liability for changes made by third-party providers.

31.4. The Customer understands that certain features or functionalities of third-party software and/or services may be subject to licensing fees or additional charges imposed by the third-party provider. The Customer is responsible for any such fees or charges associated with the use of third-party components.

31.5. The Company does not warrant or guarantee the performance, reliability, or security of third-party software and/or services and any issues or disputes related to these components shall be directed to the respective third-party provider for resolution.

31.6. The Customer agrees to grant necessary permissions or access to the Company for interacting with third-party software and/or services for the purpose of providing support and resolving issues.

32. Termination of Services

- 32.1. Upon termination of a Service, the Customer is required to expeditiously return or securely dispose of any documentation linked to the utilisation of the Service.
- 32.2. The Customer shall ensure the cessation of all access to and use of the Service upon termination, and the Company reserves the right to take necessary steps to enforce such cessation.
- 32.3. Any outstanding payments or fees accrued up to the termination date shall remain due and payable by the Customer.
- 32.4. The Company reserves the right to retain any data, files, or information related to the Customer's use of the Service for a reasonable period after termination for record-keeping or legal compliance purposes.
- 32.5. In the event of termination due to a breach of these terms, the Company reserves the right to pursue legal remedies for damages incurred as a result of the breach.
- 32.6. Termination shall not relieve either party of any obligations or liabilities that have accrued before the effective date of termination.
- 32.7. The Customer acknowledges that after termination, certain provisions, including confidentiality and intellectual property rights, may continue to be in effect.

Section C – Website Projects

33. Payment Terms and Pricing

- 33.1. Unless otherwise stated in the Proposal, the Purchase Price for a website project shall be payable to the Company by the Customer as follows:
 - 33.1.1. 25% non-refundable deposit payable on receipt of the order acknowledgement; and
 - 33.1.2. 50% payment upon Customer approval of the proposed sitemap, functional specification and homepage design - before development work on the project commences; and
 - 33.1.3. 25% upon approval from an authorised Customer representative(s) that the website is ready to "go live".
- 33.2. The Company may offer the Customer a Website Hosting service for the Customer's website. The Proposal shall give details of the monthly and yearly fees payable for Website Hosting.

34. Software

- 34.1. The Company will install and/or configure the Software strictly in accordance with the specifications outlined in the Proposal. Following project sign-off, the Company disclaims any and all warranties, whether expressed or implied, pertaining to the Software, Website Hosting, server network, connectivity, or any associated software.
- 34.2. Project sign-off, denoted by the Customer's final payment related to the initial website build, indicates the completion and acceptance of the project. Subsequent modifications or enhancements may be subject to additional terms and fees as agreed upon by both parties.
- 34.3. The Customer is responsible for ensuring the compatibility of the Software with any third-party applications or systems not expressly covered in the Proposal. The Company does not warrant the interoperability of the Software with unapproved third-party elements.
- 34.4. The Company retains the right to update, modify, or discontinue the Software or any associated services, with prior notice to the Customer where possible. Such updates may require adjustments to maintain compatibility with the Customer's systems.
- 34.5. The Customer shall be responsible for the backup and security of any data or information stored using the Software. The Company disclaims liability for any loss, corruption, or unauthorised access to such data.
- 34.6. Any support or maintenance services beyond the scope of the initial Proposal may be subject to additional charges and terms, to be agreed upon by both parties in writing.

35. Website Hosting during & after Development

- 35.1. The Customer assumes responsibility for procuring a Website Hosting service necessary for the functionality of their website, whether through the Company or their chosen hosting provider. While the Company recommends utilising its reliable and swift hosting service, the Customer retains the option to select an alternative provider.
- 35.2. The Company, at its sole discretion, permits the use of CMS plug-ins deemed safe for its hosting environment. In instances where the safety of a specific "Plugin" has not been previously established, the Company reserves the right to bill the Customer for the time invested in assessing its suitability.
 - 35.2.1. The support provided is confined to maintaining the server environment and implementing occasional disaster recovery measures by restoring from a prior backup. It excludes addressing issues arising from the installation or functionality of third-party "Plugins," which fall outside the Company's support obligations. For such matters, the Customer is advised to seek additional assistance from the respective plug-in developers or providers.

36. Post Development Support

36.1. On completion of a website project, the Company offers up to two hours of training on website management, facilitated through a Google Meet video conference call.

36.1.1. As an inherent element of the project cost, the Company allots one hour of Support Time.

36.2. The validity of this Support Time lapses four business weeks after the project attains sign-off.

36.3. Ongoing installation and configuration of updates to the website Software or any related services are excluded from the encompassed Support Time.

36.4. Additional Support Time, if required, can be procured in advance at the Company's standard hourly rate.

36.5. Support Time is dispensed through telephone or email communication.

36.6. As a component of the project sign-off procedure, the Company aids in configuring DNS records to direct one domain to the web server, contingent upon the provision of appropriate authentication details by the Customer. Any supplementary hosting-related support is classified as Support Time and is subject to charges.

Section D – Graphic Design Projects

37. Payment Terms and Pricing

37.1. Unless otherwise stated in the Proposal, the Purchase Price for a graphic design project shall be payable to the Company by the Customer as follows:

37.1.1. 50% non-refundable deposit payable on receipt of the order acknowledgement; and

37.1.2. 50% upon approval from an authorised Customer representative(s) that the project is complete.

38. Project Amendments

38.1. Upon completion of the initial design, the Customer is entitled to review the project and propose up to two amendments to ensure the final output aligns with their vision and requirements.

38.1.1. The Company is committed to addressing these amendments promptly, facilitating effective collaboration between the Customer and the design team.

38.2. Should the Customer desire further amendments beyond the initial two, the Company will evaluate the complexity and time required to implement the requested changes.

38.2.1. The determination of additional amendments will be based on a reasonable assessment of the scope of work and may incur additional charges.

38.2.2. The Company will promptly notify the Customer if the requested amendments are considered additional and will provide a detailed quotation for the proposed work.

38.2.3. The Customer reserves the right to approve or decline the quotation for additional amendments. Work on additional amendments will commence upon the Customer's approval and receipt of any applicable additional charges.

38.3. Following the completion of amendments, the Customer will have the opportunity for a final review to ensure all design elements meet their satisfaction.

38.3.1. The Company is dedicated to delivering a final project that aligns with the Customer's expectations and requirements.