

Terms and Conditions for Supply of Digital Marketing Services to Businesses

1 General Terms and Conditions

1.1 Definitions

- Unless otherwise stated, the following definitions apply to this document:
- “We”, “Us” and “Our” refer to Beech Web Services Ltd, which is registered in England and Wales under company number 13192744. Registered Office: 13 High Street, Weaverham, Northwich, Cheshire, Uni Central House, Central Way, Winwick Street, Warrington, WA2 7TT.
- “You,” “Your” and “Client” are references to the person or organisation (the “Customer”) paying for services from Beech Web Services Ltd having entered into this agreement.
- “Service” or “Project” includes any design projects, web hosting, domain name registration, support, products or other services or facilities provided by Beech Web Services Ltd to the Customer.
- “Proposal” or “Specification” is the project scope or specification agreed between you and us, prior to the order being confirmed.
- “Order” means a request made by the Customer to Beech Web Services Ltd for services to be supplied. “Server” means the computer server equipment operated by Beech Web Services Ltd (or a supplier contracted by Beech Web Services Ltd) in connection with the provision of the Services.
- “Sign-off” is the Client’s approval that the work provided by Beech Web Services Ltd is satisfactory and complete.
- “Completion” is defined as the date when Beech Web Services Ltd completes the website build and the Client signs it off. If the Client still has to provide content, this does not stop completion occurring.

1.2 Acceptance

- 1.2.1. You indicate acceptance of these Terms and Conditions by written confirmation.
- 1.2.2. All products and services are subject to availability and may be withdrawn at any time. If your order cannot be fulfilled you will be offered an alternative or given a full refund.
- 1.2.3. This Agreement supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Modifications of the terms of this contract must be written and authorised by both parties.



1.2.4. Applicable laws require that some of the information or communications we send to you should be in writing. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

1.3 Quotes and Proposals

- 1.3.1. All prices and offers quoted on our Website or in our printed material are subject to confirmation and may change at any time.
- 1.3.2. Unconfirmed proposals and offers remain valid for a period of 15 days from their issue.
- 1.3.3. Product images displayed on our Website or in our printed material are provided for illustrative purposes only and the actual product you receive may differ from the example shown.

1.4 Scope of Work

- 1.4.1. Beech Web Services Ltd reserves the right to sub-contract work or use materials and templates licensed to us from third parties in order to complete your project.

1.5 Provision of Materials

- 1.5.1. You agree to provide us with any content we need to complete your digital marketing project, including text, images and other information as and when we need it, and in the format that we ask for. Images can be accepted in the following formats: JPEG, PNG, GIF, BMP, AI, PSD and EPS. Text can be accepted in the following formats: DOC, DOCX, RTF and TXT.
- 1.5.2. Any content provided to us will be the final, internally approved version. Any changes to content previously provided to us may incur additional cost.
- 1.5.3. Unless it is included as part of the Agreement, we reserve the right to charge additionally for writing copy, supplying stock photography, commissioning custom photography, or creating bespoke artwork. This will be charged at our standard hourly rate,
- 1.5.4. We accept no responsibility for your project not being completed by a specific date if we are unable to secure the necessary and/or suitable information and/or suitable materials from you.
- 1.5.5. We accept no responsibility for imperfect work caused by defects in, or unsuitability of, materials you supplied or specified.



1.6 Revisions

- 1.6.1. Quotes for our design work include one main design, plus the opportunity for you to make up to two rounds of revisions.
- 1.6.2. If you have commissioned us for logo design, this includes up to four main designs based on your brief, plus the opportunity for you to make up to two rounds of revisions to one of the designs.
- 1.6.3. Requests must be in writing to ensure we can keep track of the changes.
- 1.6.4. Final revision requests to be sent in one definitive no turning back list. Anything more will be charged by the hour to go back and fix.
- 1.6.5. Estimates and quotations are based on the Proposal agreed at the start of the project. Should you wish to amend the specification or request additional work, such as adding further pages, templates or new website functionality, we will charge our standard hourly rate for the additional work.

1.7 Payment

- 1.7.1. For the avoidance of doubt we confirm that time is of the essence of this agreement.
- 1.7.2. Payments will be payable by Direct Debit as and when specified in the Agreement.
- 1.7.3. For website edits or maintenance work, unless otherwise stated by us, any work you request after completion will be invoiced at our standard hourly rate.
- 1.7.4. For all other work, unless otherwise stated by us, payment is to be made in advance of us starting work.
- 1.7.5. The Customer will pay the Charges for Services set out in the Proposal at the time when the Customer placed the Order or as notified in writing by us subsequently.
- 1.7.6. Where work is to be invoiced after completion, if the project becomes delayed later than 21 days after the estimated completion date, we reserve the right to issue an invoice for our work and costs up until this point, whether or not the project has been "signed-off".
- 1.7.7. Invoices are normally issued electronically, and must be paid within 7 days unless stated otherwise by Beech Web Services Ltd.
- 1.7.8. Clients will be liable for any legal, debt collection or bank charges that we incur for unpaid invoices or handling bounced cheques.
- 1.7.9. In accordance with The Late Payment of Commercial Debts (Interest) Act 1998, where a payment is late, we reserve the right to charge an automatic late payment admin fee of £75, plus 8% interest on top of the Bank of England base rate, which shall accrue from the date payment becomes due until the date the payment is received. In addition, the following penalties will apply: £40.00 per invoice up to £999.99,



- 1.7.10. £70.00 per invoice from £1000.00 and £100.00 per invoice over £10,000.00 in addition to the aforementioned interest.
- 1.7.11. 30 days after due date: we reserve the right to suspend the operation of your website until the amount due, including any late payment fee/interest, is received.
- 1.7.12. 60 days after due date: we reserve the right to remove the site and all content from our systems. You will still be liable for the outstanding balance and any late payment fee/interest, which we may pass on to a debt collection agency at our sole discretion.
- 1.7.13. Unless otherwise stated the Charges will be subject to VAT.

1.8 Standard hourly rate

- 1.8.1. Our standard hourly rate is £72 per hour. We will not alter our standard hourly rate without giving at least 30 days' notice by email.
- 1.8.2. When we are carrying out work for you on a per-hour basis, you may contact us in advance to set a cap/limit on the maximum number of hours we undertake.
- 1.8.3. Pre-pay hours are available at a discounted rate.

1.9 Termination

- 1.9.1. Where you instruct us to undertake any service, you will be responsible for our costs in providing that service whether or not it proceeds to its conclusion (including projects put on-hold).
- 1.9.2. If you do not respond to our email or phone messages requesting agreed information, content or sign-off for more than one month, we will treat the project as closed and, if a balance is due, issue an invoice.
- 1.9.3. You may cancel the service by giving no less than 28 days' notice either in writing or by email. The cancellation will only be accepted once Beech Web Services Ltd has confirmed receipt of the cancellation by letter or email. Cancelling the service will result in the website being taken offline associated accounts being removed. It will be the responsibility of the Customer to make backups of any data prior to the cancellation date.
- 1.9.4. If your project is cancelled, any outstanding amounts shall be due within 7 days of the termination.
- 1.9.5. When per-hour projects are terminated, you will only be liable for the hours we have already completed, including any preparatory work we may have carried out that we would otherwise not have billed for.



1.10 Force Majeure

- 1.10.1. We do not accept liability for any delay or failure to meet our obligations under the agreement that result from events beyond our reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.
- 1.10.2. You agree that you will not hold Beech Web Services Ltd or our contractors liable for any damages that arise.
- 1.10.3. We will be entitled to a reasonable extension of our obligations after notifying you of the nature and extent of such events.

1.11 Confidentiality

- 1.11.1. We will maintain the confidentiality of any sensitive information that you give us. As we may have to use subcontractors or third parties, please identify such information in writing at the time of its transmittal and we will safeguard this data by not passing it on.

1.12 Email Newsletter

- 1.12.1. As a Customer, you agree to be added to our email newsletter list. You can request removal from our list at any time by contacting us.

1.13 Assignment & Reproduction

- 1.13.1. This Agreement may only be assigned in connection with a valid transfer of ownership of your business to another third party. The assignment must be in writing, signed by the Customer and available for inspection by a representative of Beech Web Services Ltd. You may not commission reproductions of any designs, mock-ups or content without our permission.

2 Graphic Design & Branding

2.1 Proofs

- 2.1.1. Beech Web Services Limited will develop the project according to the specifications discussed with the Customer.



- 2.1.2. Proofs of our work will be submitted for your approval and Beech Web Services Ltd will not incur liability for any errors, omissions or discrepancies not corrected by the customer in these proofs. This will be your final opportunity to make changes to the content. Once you have given us confirmation to proceed, you agree to the final design and contents as depicted on the proof.
- 2.1.3. Any requested changes or additions, above the original specification, may incur additional changes. No additional work or charges will be generated without the agreement in writing of both parties. Additional work or changes after completion will be charged at our standard hourly rate.

2.2 Copyrights

- 2.2.1. You guarantee to us that any elements of text, graphics, photos or other media that you provide us for inclusion in your project are either owned by yourselves, or that you have permission to use them. Submitted material must not infringe any applicable laws or contain inappropriate content (such as indecent, offensive, defamatory or threatening material). You agree to indemnify Beech Web Services Ltd against any claims, costs and expenses if we use material at your request.
- 2.2.2. When we receive your final payment, copyright is automatically assigned to you for the final graphics and other visual elements that we create as part of your project, unless they are licensed to us by a third- party, in which case the third-party will retain ownership of those elements and their use will be licensed to you.
- 2.2.3. If applicable, usage limitations may need to be respected and licence details will be available on request.
- 2.2.4. Beech Web Services Ltd is not required to provide copies of our original design files used to create your products (eg Adobe Photoshop, Adobe InDesign files), unless this is agreed in our proposal.
- 2.2.5. We reserve the right to include a discrete logo or text credit in the final artwork to acknowledge Beech Web Services Ltd as the creator, unless agreed otherwise in the proposal, as well as featuring the project in our online portfolio, marketing materials and other media.

3 Website Development

3.1 Scope of our work



3.1.1. Beech Web Services Ltd will create designs for the “look and feel”, layout and functionality of your website. Beech Web Services Ltd will also undertake general copywriting work for system messages and buttons, but we are not responsible for writing any general text copy for pages unless we agreed this in the project specification.

3.2 Website design concepts / mock-ups

3.2.1. Once you have agreed to a layout concept design and instructed Beech Web Services Ltd to proceed with construction, any subsequent changes to the design’s layout will be charged at our standard hourly rate.

3.3 Testing

- 3.3.1. We test our website coding in the current versions of the top three browsers to ensure the content loads correctly. Please bear in mind that whilst pages will load in a visually similar way in the different browsers, they may not look identical.
- 3.3.2. We will test all websites across devices (i.e. desktop, tablet and mobile) to ensure they are fully responsive.

3.4 Search Engine Optimisation (SEO)

3.4.1. We will submit your website to the Google search engine. For websites built on the WordPress platform we will further optimise by setup of a recommended SEO plugin. Beech Web Services Ltd exercises no control over search engines and we can never guarantee a placement in their results.

3.5 Copyrights

- 3.5.1. CSS and other code created by Beech Web Services Ltd will be owned by us and we license it to you for use on this project only. We may use software developed by third parties that we sublicense to you for non-exclusive use in your website. Usage limitations may need to be respected and license details will be available on request.
- 3.5.2. We reserve the right to include a discrete logo or text credit (with a link to our website) on your website’s pages to acknowledge Beech Web Services Ltd as the creator, unless agreed otherwise in the project proposal, as well as featuring the project in our online portfolio, marketing materials and other media.



3.6 Website Updates

- 3.6.1. If you request us to do any updates to your website (including, but not limited to, edits to your content, adding new pages, changes to the template layout, and changes to the website's features or functionality), we will give you a timescale for its completion. Updates will be charged at our standard hourly rate.
- 3.6.2. WordPress websites will be built in the latest version, and we will carry out regular checks for WordPress theme and plugins updates. However, due to the changing nature of the website industry, Beech Web Services Ltd does not guarantee that your site will be compatible with future standards, web browsers or upgrades to the WordPress software. In this instance, we will roll back the website to the previous state and contact you with our recommendations.
- 3.6.3. For development and content work on WordPress websites, we will provide cost and time quotes for the relevant work. These include, but are not limited to:
- Adding / changing / removing plugins
 - Changing themes
 - Adding pages and page templates
 - Adding ecommerce functionality
 - Editing/adding content as required.

3.7 Website Access

- 3.7.1. If using WordPress, we will provide you with a username and password to access certain areas of the website only, to prevent mishap or damage to the core build.
- 3.7.2. If you require full access to the website for your own use, or that of a third party, you agree to take full responsibility for your actions and any damage caused or loss of data / business. Please note that Beech Web Services cannot offer any free technical support for your website. We will however offer support at our standard hourly rate.

3.8 Technical Support

- 3.8.1. Your website hosting includes server technical support and advice via email and phone.
- 3.8.2. This does not cover updating the content on your Website, changing your Website's design and layout, editing your Website's code to be compatible with new browser software, rectifying any damage that you cause to the Website, damage caused by software or browser updates, or anything else that, in our sole discretion, is outside the scope of our technical support service.



- 3.8.3. If a training session is included in our Proposal, this will be via zoom and the recording made available to you afterwards. The date and time will be mutually agreed between you and us. If you wish to have additional training sessions, these will be charged separately.
- 3.8.4. Our monthly Website maintenance service is for WordPress sites only. It includes:
- carry out monthly security and software updates to the software
 - perform regular checks and updates to keep your website secure from any malicious behaviour
 - weekly/daily website backups (depending on the nature of the website) that can be delivered on request
- 3.8.5. Any client choosing to opt out of our monthly Website maintenance service will be responsible for any and all security, maintenance, updates and backups.
- 3.8.6. We reserve the right to remove any WordPress website that isn't regularly updated from our servers, as it poses a security risk.

4 Website Hosting

4.1 Acceptable Use Policy

- 4.1.1. The website and use of the hosting service may be used for lawful purposes only and the Customer may not submit, publish or display any content that breaches any law. The Customer agrees not to:
- use the service or website to send unsolicited commercial email or "spam"
 - operate mailing lists without a clear opt-in and opt-out process
 - host any material that promotes pornography, terrorism or any activity that is considered illegal under English Law
 - publish, post, distribute or disseminate defamatory, discriminatory, obscene, indecent or other unlawful material or information
 - make available or upload files to the website that the Customer knows contain a virus or corrupt data
 - obtain or attempt to obtain access, through whatever means, to areas of Beech Web Services Ltd's server which are identified as restricted or confidential.
- 4.1.2. This list is not exhaustive and Beech Web Services Ltd reserves the right to add further restrictions at any time to protect our brand, reputation and server performance.
- 4.1.3. We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of the hosting service. If a breach of this policy occurs, we may take such action as we consider appropriate. This may include, but is not limited to, one of more of the following:



- issue of a warning
- immediate, temporary or permanent removal of any material hosted on our servers immediate, temporary or permanent withdrawal of your right to use the hosting services
- issue of legal proceedings against you to cover any reasonable costs we incur resulting from the breach
- disclosure of your information to law enforcement authorities.

4.2 Payments and renewal

- 4.2.1. Hosting and maintenance fees are payable either annually or monthly.
- 4.2.2. Payments are required in advance of services provided.
- 4.2.3. If we do not receive payment, we reserve the right to suspend your account. Beech Web Services Ltd will not be liable for any interruptions to the availability of your website or loss of files.

4.3 Termination

- 4.3.1. Should you decide to cancel the service no refund will be given for any days not used within the billing period.

4.4 Service Levels

- 4.4.1. Beech Web Services Ltd will use every reasonable measure to ensure the server and services are available at all times, however we cannot guarantee that the server will be uninterrupted or error free. Beech Web Services Ltd shall not, in any event, be held liable for interruptions of service or downtime of the server.

4.5 Backups

- 4.5.1. We will attempt to back up WordPress websites at least weekly to safeguard data in the event of a server failure, but Beech Web Services Ltd cannot be held liable if a backup is not successful or it is not possible to recover all your data. No guarantees are made of any kind as to the integrity of the backups.
- 4.5.2. If you require us to restore files or databases due to a corruption, accidental deletion or for any reason not caused by the server hardware or server operating system, we reserve the right to charge our standard hourly rate.



4.5.3. Upon termination or expiration of this Agreement, Beech Web Services Ltd may retain historic archives of our server's contents, which may include your data. We will delete this data at your request.

4.6 Security

- 4.6.1. You will be initially issued with a username and password to access certain services or website areas provided by Beech Web Services Ltd. We would advise that you change this to a 'strong' password of your choice as soon as possible.
- 4.6.2. If, at any time, you reasonably believe that this information has become known to any unauthorised person, you agree to immediately inform Beech Web Services Ltd so we can change your password.
- 4.6.3. We take the security of our servers very seriously and put additional measures in place to help prevent hacking attempts and intrusions. However, we cannot be held responsible for the actions of a third party.

5 Domain Names

5.1 Registration / Renewal of Domain Names

- 5.1.1. Domain names are in addition to the website cost and will be invoiced annually. The fee to register/renew a domain name (other than stated in 5.1.1), and where provided by Beech Web Services Limited, will be £26.50 per year.
- 5.1.2. Domain names will be registered in your name and you will be responsible for completing any necessary requests from the domain name issuing authority as required.
- 5.1.3. Beech Web Services Ltd does not accept responsibility for any liability to third parties for breach of their Intellectual Property Rights in relation to the domain name(s) requested by the Customer.
- 5.1.4. As long as we have control of the domain name (and it is hosted on our systems), we will invoice you by email in advance of the renewal date.
- 5.1.5. If we do not receive payment by the date we specify, we will not be liable for your loss of the domain name and any related interruptions to the availability of your Website.
- 5.1.6. Domain names will not be transferred if there are any outstanding payments or arrears on the account. All data will be lost.
- 5.1.7. If the Agreement is terminated, any domain name and the renewal thereof will become the responsibility of the Customer.



5.2 Domain Names Managed via Third Parties

- 5.2.1. If you have any existing domain names registered through third parties that you wish to keep, we will need administrator access (usually a username and password they have provided) to transfer control of these domains to our systems. You give us authorisation to do this once you provide us with your third party login details.
- 5.2.2. If you wish to keep your domain names hosted via a third party company, please inform us in writing. You will be responsible for the management of your account with these third parties, including making any necessary settings changes and arranging payments when those services are due for renewal.
- 5.2.3. Beech Web Services Ltd will not accept any liability for project delays and/or unavailability of your website caused by transferring domain names, nor will we be responsible for paying any release or renewal or other fees imposed by your third party domain registrar. You will be responsible for cancelling any active services or contracts with third parties that are no longer required.

6 Severability

If any term or provision herein is determined to be illegal or unenforceable, the enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

