

## TERMS AND CONDITIONS

### Appendix to Terms and Conditions of Business Consultancy Services

These terms should be read in conjunction with our Terms and Conditions of Business Consultancy Services and are intended to supplement rather than replace those terms. In case of any conflict, the main Terms and Conditions of Business Consultancy Services shall take precedence.

The Project - the body of work that is being undertaken, normally consisting of several connected parts, such as consultation, graphic design, website development and/or hosting as laid out in a specific service proposal or through direct communication.

#### What do both parties agree to?

##### i. The Client agrees to:

- i. Provide The Marketing Junction, within a reasonable timescale, everything that is requested from you to complete the Project - including text, images and other information.
- ii. Provide The Marketing Junction with text and images in the format requested.
- iii. Review The Marketing Junction's work, provide feedback, and sign-off approval in a timely manner.
- iv. Make every effort to adhere to all agreed deadlines.
- v. Adhere to the payment schedule or agreed separately for bespoke work.
- vi. Advise, in advance, of any confidential information to be presented by email, written, or verbally, between both parties. Also, for this to be marked as 'confidential' in the subject of the email, or clearly on any written documents.
- vii. Communicate with The Marketing Junction via email and online text.

##### ii. The Marketing Junction agrees to:

- i. Carry out services in a professional and timely manner.
- ii. Make every effort to adhere to any deadlines agreed between us and you.
- iii. Make a reasonable number of revisions to the design, layout, colours etc, until you are satisfied with the design concept or such time as both parties feel an agreement is likely to be reached but no more than 2 major revisions. Additional revisions or design work outside the scope of the project will be charged separately.
- iv. Endeavour to complete requested website revisions or updates within 1 week, wherever possible.
- v. Maintain up to date skills and knowledge through regular training and research.

##### iii. Website Development:

- i. All websites are developed to work primarily across all major browsers and platforms including other devices such as mobile phones and touchpads. However, The Marketing Junction cannot guarantee complete and/or long term compatibility across every major browser, platform or handheld device due to updates/upgrades by their respective vendors.
- ii. The Marketing Junction cannot guarantee compatibility in old or redundant browser software.

##### iv. Content Management Systems:

- i. All packages will be developed using a Content Management System (CMS).
- ii. In order to maintain compatibility between Clients The Marketing Junction now use the WordPress and Laravel platforms exclusively as our CMS of choice.
- iii. However, in some instances, The Marketing Junction may build a bespoke solution,

depending on the exact requirements of the Project.

iv. Any associated or additional fees, such as installation, setup, testing and introductory training pertaining to Content Management Systems are covered within your chosen package.

**v. Photographs and Images:**

i. Any images or photographs that you supply should be in digital format, usually no smaller than 1024x768 pixels, with a suitable resolution that will allow them to be resized and used on screen. Traditional paper photographs requiring scanning are acceptable, however, there may be additional costs incurred due to time spent scanning and retouching the images. This depends entirely on the project and the number of images involved.

ii. Any images that The Marketing Junction are asked to obtain from third party photographers or stock photography will be charged as an additional cost.

iii. The Client guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to The Marketing Junction for inclusion in their website, or other design, are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend The Marketing Junction and its subcontractors from any liability (including solicitors fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

iv. Evidence of ownership or permissions may be requested by The Marketing Junction.

**vi. The Copyright:**

After payment of the final invoice:

i. The Client will own, or have express permission to use, the text files, images, graphics and any visual elements, video or sound bytes, that you may have sent to us to use in connection with the project.

ii. The Marketing Junction will maintain copies of all the files used in connection with your project and if you require a disc copy of all the files used in connection with your project, then The Marketing Junction will be happy to supply this to you. Copies of the website files are maintained by us for a reasonable time (usually at least one year), and if you are hosting with us, then files are maintained both locally and on external servers.

iii. The copyright to the markup, CSS files, other code that may have been used by us for you, or certain images that The Marketing Junction may have supplied to or for you are licensed to you in connection with this web design project, and will be licensed solely to the domain name on which the website files reside. If you own the domain name, then you own the copyright **only after all invoices have been paid in full**.

Please refer to section 9c of the main Terms and Conditions of Business Consultancy Services for additional details on intellectual property ownership.

iv. At the bottom of the website page(s) after payment has been completed, usually it will say Copyright and the name of your business or The Marketing Junction. The Marketing Junction do however reserve the right as The Marketing Junction responsible for the design and/or development to place a small and unobtrusive link at the bottom of your website, thereby not hindering or distracting from your own website design. If you do not wish for this, or are white labeling, then there is a 20% increase on the total project price.

v. As the design The Marketing Junction The Marketing Junction also reserve the right to display and link to your completed project as part of our portfolio, and to write about the project on other web sites, in magazine or ezine articles, books, written or digital publications of any design and source. Please inform us in advance of the website going live if you DO NOT want us to add your site to our portfolio of work.

**vii. Working Hours:**

i. As defined in section 4f of the main Terms and Conditions of Business Consultancy

Services, the standard working day shall be determined as 09:00hrs until 17:30hrs (GMT) with 1 hour for lunch.

ii. Any work requested or required outside of these standard working hours is voluntary and will incur premium rates as defined in section 5b of the main Terms and Conditions: £150 per hour for work above a standard 7.5 hour day or £200 per hour between 20:00 - 07:00 (GMT).

iii. For clients outside the UK, equivalent amounts in the agreed currency will be calculated based on the exchange rate at the time of invoicing.

**viii. Hosting:**

i. To ensure superior levels of reliability and performance, all our Clients websites are hosted on a high speed, state of the art managed dedicated server which utilizes a guaranteed minimum uptime service availability level of 99.95%. Details of the exact specification of our servers are freely available to all our Clients and will be given upon request.

ii. Hosting is an annual fee and covers a 12 month period. If you cancel the hosting there are no refunds. iii. Hosting will automatically renew after 12 months in line with Terms and Conditions of Business Consultancy Service (see section 10b of the main Terms for details on automatic renewal).

**ix. Support:**

i. We offer a range of support packages. Each package is a 12 month contract, but Clients can choose to upgrade at any point and start a new 12 month contract.

**x. Termination Notice:**

i. A minimum notice period of 1 month is required for any changes to website and hosting services.

ii. However, please note that as per section 10b of the main Terms and Conditions, clients are signing up for the full 12-month period and are obligated to pay for the complete term regardless of termination.

iii. For further details regarding termination, please refer to section 10 of the main Terms and Conditions of Business Consultancy Services which outlines the complete termination process and obligations.

**xi. Liability:**

i. The Marketing Junction will not be held liable for any missed launch date or deadline, however caused.

ii. The Marketing Junction will not be held liable for failure of any integrations agreed at proposal stage, however caused.

iii. The Marketing Junction will not be held liable for any hosting downtime.

**xii. Confidentiality:**

i. The Marketing Junction adheres to all national and EU data protection, data transfer, data retention, and confidentiality regulations and always stores data sent to us in a secure manner within our security policy.

ii. For further details on confidentiality obligations, please refer to section 8 of the main Terms and Conditions of Business Consultancy Services.

**xiii. Intellectual Property:**

i. All intellectual property in the services provided and delivered to The Client by The Marketing Junction shall remain the sole property of The Marketing Junction until all invoices are paid in full.

ii. For complete details on intellectual property rights and ownership, please refer to section 9 of the main Terms and Conditions of Business Consultancy Services.

**xiv. General:**

- i. A website will not launch until a direct debit mandate has been set up (standing order on request) or BACS payment has been set up, unless special agreement has been reached in advance.
- ii. Additional costs for extra features and/or additional design costs, not covered by our initial agreement, will be agreed and invoiced before the website goes live.
- iii. If the Client does not respond to The Marketing Junction's request to discuss or choose ongoing support options, the Client will automatically be placed on what The Marketing Junction feels is the most appropriate support package.
- iv. A fee of £500 is payable for switching the Client to another hosting provider.
- v. Hosting only Clients, will be charged at our normal hourly rate for any further changes or updates to their website.
- vi. There may be an additional fee for any design changes requested after the initial agreed design has been signed off.
- vii. The Marketing Junction is not responsible for writing or inputting any text copy unless this has been specified by the Client.
- viii. If you are hosting the website elsewhere, The Marketing Junction cannot guarantee that the website is fully compatible with all hosting provider's server operating systems, especially any contact forms, Content Management Systems, database driven websites, etc.
- ix. Once signed off, any retrospective changes will be charged for.
- x. If the website is to be hosted elsewhere, then you will still pay the same monthly fee as agreed.
- xi. The Marketing Junction do not offer any technical support for any other web site hosting The Marketing Junction that you may choose (if you elect not to host the website with us).
- xii. The Marketing Junction cannot guarantee that the functions contained within any web page (or part of your website design), will always be error free, and therefore The Marketing Junction will not be liable in any way whatsoever to you for any third party damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.
- xiii. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
- xiv. Just the same as a fine, you cannot transfer this contract to anyone else without our consent or permission.
- xv. This contract remains in force and need not be renewed.
- xvi. Failure to pay will result in the website being temporarily withdrawn. The Marketing Junction reserve the right to state on the site that it has been removed as the Client has not paid their invoice.
- xvii. Although The Marketing Junction have tried to keep this contract language simple, the intentions are serious, and this Agreement shall be subject to and interpreted in accordance with the law of England and Wales whose courts of England and Wales shall have exclusive jurisdiction.

**Changes to these Terms and Conditions:**

We reserve the right to add, delete, or modify any provision of these Terms and Conditions at any time without notice. Failure to receive notification of a change does not make those changes invalid.

These terms should be read in conjunction with our Terms and Conditions of Business Consultancy Services.

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Signed for The Marketing Junction.....

Signed for Client.....

Date.....

If the contracts remain unsigned, but has been sent via electronic communication (as an attachment or link), and work commences, these terms will have been deemed as accepted.