



# Terms & Conditions

Please download a copy of our Add People terms and conditions

# Terms applicable to all services

## 1. INTERPRETATION

### Charges

The amount to be paid by the Customer, in Great British Pounds Sterling, to Add Media (Group) Ltd as set out in the Services Order.

### Contract

The Customer's Services Order and Add Media (Group) Ltd acceptance of it.

### Customer

The person, firm or company who purchases Services from Add Media (Group) Ltd.

### Intellectual property Rights

All copyright, design rights (registered and unregistered), patents, trade marks, service marks, database rights, together with any and all other intellectual property rights of any nature, whether registered or unregistered, and arising in any jurisdiction.

### Services

The Services to be provided by Add Media (Group) Ltd under the Services Order.

### Services Order

The document agreed by the Customer and Add Media (Group) Ltd confirming the Services to be provided to the Customer by Add Media (Group) Ltd.

### Supplier

Add Media (Group) Ltd

## 2. APPLICATION OF CONDITIONS

2.1 These conditions shall:

- (a) apply to and be incorporated in the Contract;
- (b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's Services Order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

2.2 Any variation of the Services Order shall be in writing and signed by or on behalf of the parties.

### **3. DURATION**

3.1 The Services will commence on the date stated in the Order Acknowledgement by Add Media (Group) Ltd and will continue until completion of those Services, unless terminated earlier in accordance with these Terms.

### **4. PERFORMANCE**

4.1 Whilst Add Media (Group) Ltd shall use all reasonable endeavours to deliver the Services by any agreed dates, although the Customer accepts that such timescales are estimates only. Accordingly, Add Media (Group) Ltd shall not be liable for any delays in the provision of the Services.

4.2 Add Media (Group) Ltd shall use reasonable endeavours to provide the Services in accordance with the Services Order.

4.3 The Supplier cannot control search engines and cannot provide any guarantee that any of the Designated Search Engines will not change their policies or functionality in such a way that will have a detrimental effect on the ranking of the Website following the completion of the SEO Services.

4.4 The Customer acknowledges that the provision of the Services is subject to any changes in search engine algorithms. In order to respond to any such changes the Supplier may re-optimize the Customer's website or change the service offering as detailed in the service order.

### **5. CUSTOMER'S OBLIGATIONS**

5.1 The Customer accepts responsibility for the way in which it uses the Services.

5.2 The Customer must when requested by Add Media (Group) Ltd, provide any information required to comply with the provision of the Services.

5.3 The Customer must when requested by Add Media (Group) Ltd, provide direct access to the back end of their website to enable Add Media (Group) Ltd provide the Services.

5.4 The Customer shall not, without prior written consent of Add Media (Group) Ltd, at any time from the date of the Contract to the expiry of 12 months after the completion of the Services, solicit or entice away from Add Media (Group) Ltd or employ or attempt to employ any person who is, or has been, engaged as an employee of sub-contractor of Add Media (Group) Ltd.

### **6. CHARGES AND PAYMENT**

6.1 In consideration of Add Media (Group) Ltd performance of the Services, the Customer shall pay Add Media (Group) Ltd the Charges.

6.2 The Charges for the Services shall be the amount set out in the Services Order.

6.3 In addition to the Charges the Customer shall pay Add Media (Group) Ltd, Value Added Tax and/or any other applicable sales taxes at their respective rates.

6.4 Unless and to the extent otherwise stated in the Services Order, the Customer shall pay each invoice submitted to it by Add Media (Group) Ltd in full, and in cleared funds, by direct debit.

6.5 Without prejudice to any other right or remedy that Add Media (Group) Ltd may have, if the Customer fails to pay Add Media (Group) Ltd on the due date Add Media (Group) Ltd may:

(a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of national Westminster Bank, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. Add Media (Group) Ltd may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

(b) suspend all Services until payment has been made in full.

6.6 Time for payment shall be of the essence of the Contract.

6.7 All payments payable to Add Media (Group) Ltd under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

6.8 Add Media (Group) Ltd may, without prejudice to any other rights it may have, set off any liability of the Customer to Add Media (Group) Ltd against any liability of Add Media (Group) Ltd to the Customer.

6.9 The Direct Debit Guarantee: This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society. If the amounts to be paid or the payment dates change Add Media (Group) LTD will notify you 10 working days in advance of your account being debited or as otherwise agreed. If an error is made by Add Media (Group) LTD or your Bank or Building Society, you are guaranteed a full and immediate refund. You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1 Any and all Intellectual Property Rights arising in connection with performance of the Services are the exclusive property of Add Media (Group) Ltd. Add Media (Group) Ltd hereby licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable

use of the Deliverables and the Services as is envisaged by the parties. If the Supplier terminates the Contract under condition 10.1, this licence will automatically terminate.

7.2 All information or materials supplied to Add Media (Group) Ltd by the Customer in connection with the Services Order, together with all associated Intellectual Property Rights, will remain the property of the Customer.

7.3 The Customer hereby grants Add Media (Group) Ltd a free licence to use all such information and materials for all purposes connected with the provision of the Services.

7.4 The Customer warrants that it has the right to:

a) disclose the information and materials referred to in Clause 7.2, and

b) grant the licence set out in Clause 7.3, and the Customer agrees to defend, indemnify and hold Add Media (Group) Ltd harmless from any and all demands, liabilities, losses, costs and claims, including legal fees incurred by (or asserted against) Add Media (Group) Ltd and its third party suppliers, that may arise from or in connection with any allegation of infringement of Intellectual Property Rights of a third party arising due to Add Media (Group) Ltd's possession or use of such information or materials.

## **8. LIABILITY**

**8.1 Except as expressly provided in this Agreement the Company shall not be liable to the Client or any third party, whether in contract, tort (including negligence) or otherwise for:**

8.1.1 any amount in excess of the amount paid by the Client to the Contractor for any services during the (4) months prior to the event giving rise to the alleged claim; or

8.1.2 any loss of revenue, business contracts, anticipated savings or profits, or any loss of use of facilities; or

8.1.3 any special indirect or consequential loss howsoever arising.

8.2 in clause 8.1.2 "anticipated savings" means any expense which either party expects to avoid incurring or to incur in a lesser amount than would otherwise have been the case by reason of the use of the services and facilities provided by the Contractor under this Agreement.

## **9. WEBSITE AND DOMAIN NAME OWNERSHIP**

9.1 Domain Names if registered by the customer will remain at all times the property of the customer. Domain name(s) registered by Add Media Group limited on behalf of the customer will remain the property of Add Media Group Limited until the full contractual payment has been received.

9.2 Websites created by Add Media Group Limited must be hosted by Add Media Group Limited on behalf of the customer and will at all time be the property of Add Media Group Limited.

9.3 Notice to end this agreement must be given in writing 28 days before the end of the term. Should you do nothing then we will assume that you wish to continue with the contract and this contract will renew for a further twelve months.

9.4 Design alterations or modifications required to the code of the website after the design has been initially agreed, will result in additional charges.

9.5 Whilst a website is being built it is the client's responsibilities to:-

(a) Furnish all information requested by the Contractor

(b) Provide adequate access to personnel of the Client

(c) Maintain the accessibility and operability of the Web Site to the extent reasonably necessary for the Contractor to fulfil its responsibilities under this Agreement

9.6 Any delays attributable to the Client's failure to respond to reasonable requests by the Contractor will extend any and all deadlines for an amount of time equal to the Client's delay.

9.7 Where Add Media Group Limited provide client with a hosted landing page, the Domain name(s) registered by Add Media Group limited on behalf of the customer and the landing page will remain the property of Add Media Group Limited and shall be removed from view upon cancellation.

## **10. WEBSITE SUPPORT**

10.1 We will endeavour to provide a continuous high quality service. If You experience problems with Your Service, You should contact your customer care representative between the hours of 9am and 5pm. Should the issue occur out of hours email it@addpeople.co.uk in the first instance. Should the issue be a fault of your own any remedial work will be charged on an hourly basis according to our current rate card.

10.2 We may require suspension of some of Services for short scheduled periods to carry out maintenance or repair to Services. Where possible you will be notified of any downtime by email in advance.

10.3 AddPeople makes no warranties or representations that any Service will be uninterrupted or error-free. You accept all Services provided hereunder "as is" without warranty of any kind.

10.4 AddPeople shall not be liable for any interruptions to the Services or outages arising directly or indirectly from:-

- (a) interruptions to the flow of data to or from the internet;
- (b) changes, updates or repairs to the network or software which it uses as a platform to provide the Services;
- (c) the effects of the failure or interruption of Services provided by third parties;
- (d) factors outside of Fasthosts' reasonable control;
- (e) Your actions or omissions (including, without limitation, breach of Your obligations set out in the Agreement) or those of any third parties;
- (f) problems with Your equipment and/or third party equipment;
- (f) interruptions to the Services requested by You.

## **11. ADDITIONAL PRODUCT SPECIFIC TERMS & CONDITIONS**

We also hold specific terms relating to individual products within our full suite of services.

For full terms and conditions for our Search Engine Optimisation (SEO) services please [click here](#).

For full terms and conditions for our Add Local SEO service please [click here](#).

For full terms and conditions for our Web Design service please [click here](#).

For full terms and conditions for our Managed Pay Per Click service please [click here](#).