# Global Exposure Ltd – Terms and Conditions

These Terms and Conditions apply to the provision of all Services by us, Global Exposure Ltd, a company registered in England and Wales under number 12234072, whose registered office address is at 100 Avebury Boulevard, Milton Keynes, England, MK9 1FH (“the Agency”).

# Definitions and Interpretation:

* 1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

**“Client”** means you, the individual, firm or corporate body purchasing the Services. Where an individual is entering into this Contract on behalf of a business, the individual confirms they have the authority to do so and to contractually bind that business and the business shall be the Client in the context of this Contract;

**“Contract”** means the contract formed as detailed in clause 2, which includes the acceptance of these Terms and Conditions;

**“Proposal”** means the written proposal provided by us to you, which unless otherwise stated, remains open for acceptance for a period of 30 days and constitutes our entire scope of works; and

**“Services”** means the web design, marketing and hosting and/or any other services provided by us to you.

* 1. Unless the context otherwise requires, each reference in these Terms and Conditions to:
		1. “we”, “us”, “our” is a reference to the Agency and includes our employees and agents;
		2. “you” and “your” is a reference to the Client and includes your employees and agents;
		3. “writing” and “written” includes emails and similar transmissions;
		4. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
		5. “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;
		6. a clause is a reference to a clause of these Terms and Conditions;
		7. a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
	2. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation. Words imparting the singular number shall include the plural and vice versa. References to persons shall include corporations.
	3. No terms or conditions stipulated or referred to by you in any form whatsoever shall in any respect vary or add to these Terms and Conditions unless agreed by us in writing.

# The Contract

* 1. We will provide you with a written Proposal for our Services. The acceptance of our Proposal, electronically or otherwise, or the placement of an order, creates a legally binding Contract between you and us, and includes the acceptance of these Terms and Conditions, which will apply between us.
	2. You are responsible for the accuracy of any information you submit to us and for ensuring that our Proposal reflects your requirements. Our Proposal is based on the information provided to us at the time we prepare it. If any errors or discrepancies become evident, we reserve the right to make adjustments to it.
	3. You agree to provide us with any information, advice and assistance as we may reasonably require within sufficient time to enable us to perform the Services. However, any timescales we provide are a guideline only and are not of the essence of the Contract.
1. **Website Design:** The following clause applies if we are providing website design Services only.
	1. Unless otherwise agreed by us in writing, our payment terms are as follows:
		1. 50% of the quoted fee is due upon acceptance of our Proposal. Orders will not be deemed confirmed until the deposit is paid in full. This deposit is non-refundable;
		2. 50% of the quoted fee will be invoiced once we have completed our part of the Services (regardless of whether we are waiting for further input from you), or 4 weeks after a draft version of the entire website has been issued to you if we have received no communication from you, whichever is the sooner. The website will not be launched until we have received this final payment.
	2. We will provide you with one design concept in accordance with the brief received from you, which must be signed off before we commence building the site.
	3. Any alterations required after approval of the design, any changes to the brief or any additional visits required above the allowance included for in the Proposal will be chargeable at our standard rate applicable at the time.
	4. We can provide copy and source images for the website if we have included for this in our Proposal. Otherwise, you will be required to send us all logos, copy and graphics to be included on the website, in the agreed format.
	5. It is your responsibility to check for mistakes, including spelling and grammar mistakes, at all stages and we accept no responsibility for the same.
	6. We design our websites using editable platforms. Once the website goes live, we will provide you with a login to access your site where requested. This will enable you to edit the text and images on certain pages. However we do not recommend editing the home or core pages, or updating any plugins or content management systems, unless otherwise agreed, to avoid errors being made.
2. **Marketing Services:** The following clause applies if we are providing Marketing Services only.
	1. Unless otherwise agreed in writing as stipulated in the Proposal. Payment of the fees is to be made monthly in advance by GoCardless.
	2. All fees are quoted in pounds sterling and are exclusive of VAT unless otherwise stated. All payments are to be made in full without any set-off, withholding or deduction except such amount as you are required to deduct or withhold by law.
	3. All payments made are non-refundable.
	4. All prices quoted are open for acceptance for a period of 30 days unless otherwise stated.
	5. Our fees are subject to change and we will give you a minimum of 1 month’s written notice of any change before it will take effect.
	6. You will be required to provide us with suitable and sufficient information so we can create content to post. We will draft a plan of the number of posts, time to be posted and wording of posts, which must be approved by you in writing before we upload them. We cannot not be held liable for any delays in the Services where this is due to a lack of information or delay in approval.
	7. To aid SEO and backlink building, we may be required to contact third parties on your behalf to create, share and publish content to third party properties such as websites and social platforms. You agree that we are permitted to contact third parties on your behalf, acting as a known employee of yours and using your brand name and your nominated employee’s name and details instead of our own.
3. **Website Hosting:** The following clause applies if we are providing website hosting only.
	1. Payment is due by way of monthly or annual instalments. In this event, you are required to set up and maintain a standing order for the duration of the hosting Contract. We will issue invoices only upon request.
	2. We will use our best endeavours to ensure the web hosting Services are uninterrupted, and we shall monitor for downtime and endeavour to resolve issues within 2 hours of becoming aware of such issues. However, we will be under no liability to refund the hosting fees for any period of downtime encountered.
	3. In addition, we cannot be held responsible for events that occur outside our control, including, but not limited to, loss of data and hacking. You are responsible for keeping your own passwords secure, adequately strong and for backing up any images and data you have added on the website.
	4. We cannot be held liable for the actions or inactions of any other hosting provider. If you wish to use another hosting provider, we may charge a set-up fee to transfer the test site to this provider before the website goes live.

# Fees

* 1. All invoices are payable within 30 days from the date of invoice, unless otherwise specified.
	2. You agree to pay for any additional services provided by us that are not specified in the Proposal. These additional services shall be charged in accordance with our current rate in effect at the time of the performance or such other rate as may be agreed.
	3. Any services requested by the client that fall outside the scope of the initial proposal, whether provided before, during, or after the completion of the project, will be subject to additional charges. These services include, but are not limited to, any IT-related tasks that require our time and resources, thereby diverting attention from billable work. We reserve the right to invoice for all such additional services at our standard hourly rate or as agreed upon in writing prior to the commencement of the extra work. Services will only not be billed if we explicitly offer them as a goodwill gesture.
	4. All sums payable by either Party are exclusive of VAT where applicable, for which that Party shall be additionally liable. All payments shall be made in pounds sterling without any set-off, withholding or deduction except such amount (if any) of tax as you are required to deduct or withhold by law.
	5. Our hourly rate for any additional services not specified in the Proposal is £100+VAT unless otherwise agreed in writing.
	6. The time of payment shall be of the essence. If you fail to make any payment by the due date then, without prejudice to any right which we may have under to any statutory provision in force from time to time, we shall have the right to suspend the Services, restrict/shutdown your website and charge you interest at a rate of 8% per annum above the Bank of England base rate from time to time, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall be calculated on a daily basis and will accrue after as well as before any judgment.

# Your Responsibilities

* 1. You agree, where applicable, to:
		1. provide us with any information, advice, approval and assistance as we may reasonably require within sufficient time to enable us to perform the Services;
		2. provide us with suitable and sufficient material and images to enable us to perform the Services;
		3. ensure all content uploaded by you or your employees, or provided to us, is suitably backed up and thoroughly proofread for mistakes;
		4. virus-check all data and material supplied to us and ensure it is backed up regularly;
		5. keep secure from third parties any passwords we may issue to you;
		6. nominate a suitably qualified individual to act as your representative to liaise with us regarding the Services. This individual needs to be a decision-maker within the company; and

obtain and maintain all necessary licences, permissions and consents in connection with the Services.

* 1. If you fail to meet any of the provisions of this clause 7, without limiting our other rights or remedies, we shall:
		1. have the right to suspend performance of the Services but you still pay until you remedy the default;
		2. not be held liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay in performing any of our obligations as a result; and
		3. be entitled to claim for any costs or losses sustained or incurred by us arising directly or indirectly from your default.

# Variation and Amendments

* 1. If you wish to vary the Services to be provided, please notify us as soon as possible. We will endeavour to make any required changes and any additional costs incurred by us as a result will be invoiced to you.
	2. If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the provision of the Services, we will notify you immediately. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.
	3. Any agreed variation or amendment will be carried out in accordance with these Terms and Conditions and any price increase required as a result of an agreed variation or amendment will be payable in accordance with the terms for payment above.

# Cancellation and Termination

* 1. Subject to clause 9.1, any one-off services as detailed in clauses 3 cannot be cancelled after the Contract is formed. In the event of cancellation, you will be required to pay the total quoted fee, which will become immediately due and payable. Upon receipt of payment, we will hand over all works completed by us up to the date of cancellation in relation to the Contract.
	2. Either Party has the right to terminate the ongoing Services detailed in clauses 4 and 5 by the giving of 1 months’ written notice before the end of the then current Term, whereby there will be no continuing liability by either Party.
	3. Either Party has the right to terminate the Services immediately if the other Party:
		1. has committed a material breach of this Contract unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
		2. goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
	4. In the event of termination for your default, all payments required under this Contract shall become due and immediately payable.
	5. Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract shall survive termination under this clause 9 on a pro-rata basis.
1. **Confidentiality:** Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain confidential information to each other. Both Parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under this Contract. Each Party will maintain the confidential information’s confidentiality and will not disseminate it to any third party, unless authorised by the other Party in writing.

# Format

* 1. Any designs or other works created by us will be kept on file for a period of 1 year from completion of the Services, unless otherwise agreed in writing. After this time, they may be securely and irretrievably deleted from our system. Any copies required within this timeframe will be provided only at our discretion and may be chargeable. If you require additional copies after the data has been deleted, you will need to recommence the Proposal process with us.
	2. We include for any documentation or other media to be submitted in our normal standard format only. If additional copies or specific requirements are needed, we reserve the right to apply additional charges.
	3. We provide our designs in the format as may be agreed. The original source files for any designs we create remain our property at all times. If you wish to obtain these, you must notify us at the time of our Proposal and if we agree to do so, we will provide a price.
	4. We will retain title to the documentation and no documentation shall be handed over until all payments as detailed above have been paid in full.
1. **Literature and Representations:** Any marketing literature is presented in good faith as a guide to represent the services offered and does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Services unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.

# Intellectual Property

* 1. Subject to a written agreement to the contrary, we retain ownership in all intellectual property which may subsist in the provision of the Services. Nothing in the Contract will vest any ownership rights in you.
	2. Provided payment is made in accordance with the terms of payment above, we will grant you a non-exclusive license to use the intellectual property the subject of the Contract, only for the purposes for which we are engaged by you. The licence will become effective only once the final design has been provided and once we have received all payments under the Contract in full.
	3. You may not sub-licence the intellectual property rights without our prior written permission.
	4. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.
	5. The licence will apply only to the final design and will not extend to any draft concepts, images, designs or other material viewed by you. These cannot be used without our express permission. We reserve the right to reuse these designs at our discretion.
	6. We reserve the right to use any design created by us in any advertising or promotional material, publications, print, or any other purpose required by us.
	7. Any licence granted shall be automatically revoked if you breach any of these Terms and Conditions or if the Contract is cancelled or terminated in accordance with clause 9.
	8. You warrant that any image, logo, document or instruction given to us will not cause us to infringe any advertising codes of conduct or any intellectual property or other legal rights, including any letter patent, registered design or trade mark, in the execution of our Services. You will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for any such infringement, including infringement of stock photography copyright, which results from our use of any information supplied by you.

# Data Protection

* 1. Both parties agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018 and any subsequent amendments thereto.
1. **No employment:** Nothing in the Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.

# Assignment and Sub-Contracting

* 1. You are not entitled to assign the benefits under the Contract.
	2. We may sub-contract the performance of any of our obligations under the Contract without your prior written consent. Where we are sub-contracting the performance of any of our obligations under the Contract to any person, we shall be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own.

# Liability and Indemnity

* 1. Except in respect of death or personal injury caused by our negligence, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our servants or agents or otherwise) in connection with the performance of our obligations under the Contract.
	2. All warranties or conditions whether express or implied by law are expressly excluded to the full extent permitted by law.
	3. In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, shall not exceed the fees and expenses paid by you for the Services.
	4. We may provide professional advice and recommendations in relation to the Services but we cannot accept responsibility for any actions taken as a result of such advice or recommendations, nor can we guarantee the success or outcomes of any marketing campaign or any of the other Services provided. Further, we shall not be liable for any consequences should any professional advice not be taken. We may provide introductions or referrals to other companies, however, under no circumstances shall we be liable for the actions or lack of actions of said other companies.
1. **Restrictive Covenants:** Neither we nor the Client will, during the term of the Contract and for a period of 12 months after its expiry or termination, without the other’s prior written consent, appoint in any way or cause to be employed, engaged or appointed an employee, agent, director, consultant or independent contractor of the other.
2. **Force Majeure:** Neither Party shall be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event beyond the control of the Party in question.
3. **Waiver:** No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
4. **Severance:** The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and the Contract, as

appropriate). The remainder of these Terms and Conditions shall be valid and enforceable.

1. **Third Party Rights:** No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.
2. **Notices:** Notices will be deemed to have been duly received and properly served 24 hours after an email is sent or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.

# Law and Jurisdiction

* 1. These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.
	2. Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.