



Beyond Your Brand Terms and Conditions

Definitions

The words and expressions used in this document are defined here:

“Services”

Any work carried out (paid or unpaid) by The Supplier on behalf of The Client

“Website”

The website that BYB Limited creates and/or manages on behalf of The Client

“Agreement”

The terms of this document by which The Supplier and The Client will be bound

“Hosting Company”

The hosting provider that The Supplier uses to host any websites on the Internet

“Go-live”

The process of publishing a new website live on the Internet or activating programming code

“The Supplier”

Beyond Your Brand Limited (referred to as BYB), its agents and employees

“The Client”

The party signed up with The Supplier for the delivery of services that may include, but not be limited to, web design, hosting, marketing, campaign management, SEO services, analytic services, content writing, and growth consulting, etc.

Company Registration Number: 11229397

Registered Address: Hexagon Business Centre, Elmfield House, New Yatt Road. Witney. Oxfordshire. OX28 1PB

Web: www.beyondyourbrand.co.uk Email: info@beyondyourbrand.co.uk Tel: +44 (0) 1993 835432



Section 1 - General Terms

1.1 Unless otherwise agreed in writing by a Director of BYB Limited, our standard Terms and Conditions shall apply to all clients.

1.2 This Agreement has been entered into in The United Kingdom, and shall be covered by the laws of England & Wales including any arbitration, mediation or court action.

1.3 These Terms and Conditions are subject to change and may be updated from time to time. Any changes will be communicated by email to the email address provided on commencement of The Agreement.

1.4 Any failure or delay by any party in exercising its rights under these Terms and Conditions shall not be deemed to be a waiver of any of those rights.

1.5 Any delivery-time estimates quoted by The Supplier for The Services, are estimates only. The Supplier shall not be held liable for any direct or indirect losses, in the event that estimated time frames are not met.

1.6 The Supplier, at its own discretion, may use approved sub-contractors under their supervision, for any or all work, where appropriate and as deemed necessary.

1.7 Force majeure: Neither party shall be held liable to the other, for any failure to perform their obligations, if the failure is due to unforeseen circumstances, beyond reasonable control. In such circumstances, The Supplier shall be entitled to suspend or cancel the service without prejudice to any rights which have accrued to them prior to termination.

1.8 If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement.

1.9 Without limiting any other right or remedy of BYB, if The Client fails to make any payment due to us under the Agreement by the due date for payment, The Supplier shall have the right to suspend all services being provided until such payment has been made.

1.10 Unless otherwise agreed in writing or you have signed up to our Direct Debit system, all payments are due no later than 14 days from the invoice date.

1.11 The Client shall pay all amounts due under the Agreement in full without any deduction or withholding, except as required by law and you shall not be entitled to assert any credit, offset or counterclaim against BYB in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting our other rights or remedies, offset any amount The Client owes The Supplier against any amount payable by us to you.

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Section 2 - The 100 Club Terms

Service Terms

2.1 The BYB monthly service plans include content updates which will be carried out on the website. The maximum number of updates carried out on the website is 6 per month. Any additional updates are completely at the discretion of The Supplier. Unless otherwise communicated by The Supplier, the updates will be completed within 3 working days. Other individual service plans may be agreed at the commencement of the project.

2.2 A content update is an amendment to the content on an existing page of the website; for example, adding/changing/removing blog posts, images or text. There is no complete definition of what an update could or couldn't be. Therefore, BYB reserves the right to adopt a 'fair use' approach to content updates. As a guide, adding a blog or testimonial, adding content to an existing page, moving or changing images, etc. would take approx. 20-30 minutes per update. BYB allows up to 2.5 hours of content updates and related work per month. If required by the client, additional update time can be purchased at a discounted rate of £50 per hour. BYB reserves the right to limit the amount of time spent on content updates to 2.5 hours per month.

2.3 When The Client is supplying images/graphics/text copy/video and any other media for use on the website, The Client warrants that they either own the copyright for this content or have obtained permission from the copyright holder and can therefore legally and reasonably use the content on the website. The Supplier shall not be liable for copyright infringement relating to any content provided by The Client, their agents or representatives. The Client will hold harmless, protect and defend The Supplier, their agents and sub-contractors against any claims arising from content provided to The Supplier by The Client.

2.4 The Client is solely responsible for the editorial content of the material included on the website. The Client agrees to indemnify (hold harmless) BYB from any action, demand or claim resulting from the editorial content of the website.

2.5 The Supplier shall not be liable for any damages arising from the use or misuse of the website, nor the cessation of services where The Client fails to meet its obligations as documented in this Agreement.

2.6 The Supplier reserves the right to cancel any order (including any applicable specification and/or proof /design request, etc.) which we believe is, or may be of, an illegal or libellous nature, or may be an infringement on the proprietary or other rights of a third party, or is otherwise unsuitable for publication on the Internet and / or any other medium.

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2.7 The Client will own any logos that BYB has designed for the site, provided that all the costs associated with the development of the logo have been paid in full. Any logos BYB creates as part of the regular monthly service plan, are created for website use only. If The Client requires a copy of the logo for print use, The Supplier reserves the right to charge a fee for a print-ready format.

2.8 To maintain the portfolio credentials and the integrity of any applicable copyrights, The Supplier will place a “Website by Beyond Your Brand” link back to their own site in the footer of all websites that they create. The Supplier reserves the right to reproduce images of The Client’s website in marketing and/or portfolio material.

2.9 The Supplier retains all rights to any photography and other images that have been sourced as part of the website design, except where The Client has been invoiced and has paid for the images used on the website OR The Client has provided their own images for use on their website.

2.10 When The Client agrees that a site can Go-live, they are agreeing that the design and development of the site has satisfied all of their requirements and any payment terms related to “Go Live” shall then be triggered and invoiced in accordance with The Supplier’s terms.

2.11 The Supplier will submit The Client’s website(s) to search engines as part of the website release process. The Supplier cannot guarantee inclusion or accept responsibility or liability if any search engine, online directory or search site chooses not to list The Client's website.

Hosting & Backups

2.12 The Supplier has selected a reputable website hosting provider and they review their partners from time to time to ensure they deliver the best value/quality mix of website hosting. BYB is not required to notify The Client of website-hosting provider changes unless that hosting provider change would result in hosting Client data outside of the EU.

2.13 The Supplier endeavours to ensure that websites are live and protected 100% of the time. Due to the open public nature of the Internet, this cannot be guaranteed. From time to time, hacking attempts can mean website servers go offline, or our hosting partner can experience technical difficulties which results in a temporary loss of service. BYB will endeavour to communicate any such instances to our Clients as and when they occur and seek to restore service in a timely manner.

2.14 The Supplier is not liable for direct or indirect losses whatsoever, including, but not limited to, any loss of business, loss of profits, loss of data or any other damages related to website downtime/loss of website service or website security compromises.

2.15 Where The Supplier provides e-commerce facilities for The Client, they are not liable for any loss of business, loss of profits or any other damages related to payment gateway outages.

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2.16 The Supplier backs up all of their websites weekly inside of the hosting provider's infrastructure and Cpanel backups outside of this server on a daily basis.

2.17 All of The Supplier's website data is hosted within the EU and is not replicated to alternative non-EU locations, therefore European data protection laws are applicable for all BYB websites.

2.18 The Supplier uses hosted services as part of their internal processes that may hold The Client's personal data outside of the EU. All hosted services are audited for GDPR compliance. If you would like to see a copy of the data that we hold about you at any time, please make your request in writing to the Directors at our registered business address. You can also complete the form on The Supplier's Privacy Policy via the website to request the information. BYB reserves the right to charge an administration fee where appropriate.

Domains

2.19 If BYB buys a domain name on behalf of The Client, then that domain is owned by BYB until The Client has paid the cost of this domain name plus BYB's administration charge. We charge for the cost of the domain name from a reputable online marketplace (currently Namesco.) and add an additional £20 +VAT administration fee to cover our costs in processing this order. The Client can purchase their own domain name but must provide BYB with access to the DNS control panel in order to make the website live OR The Client undertakes to update their DNS control panel themselves, using the IP address information that BYB will provide. BYB are not liable for any damages related to loss of website or email services that result from incorrectly applied DNS updates.

2.20 If The Client asks BYB to purchase a domain on their behalf and request to be invoiced, then The Client also agrees to accept subsequent invoices when the domain renewal is due. In order to ensure continuity of service, BYB will not notify The Client in advance of domain name renewal invoices being issued and make the assumption that they wish to have the domain name renewed.

2.21 In all cases, where The Client has paid for a domain for a specific period, they own the domain and are free to transfer it away from BYB at any time. BYB may charge an administration fee for the domain transfer service (currently £50 +VAT), depending on the work required to affect the transfer. This domain transfer fee shall not be unreasonable and is to cover BYB's administration costs in carrying out this process.

2.22 If The Client has purchased their own domain name and BYB does not manage it within the Namesco platform, The Client is responsible for the renewal of the domain in a timely manner to ensure the website service remains unaffected at renewal time.

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Security Considerations

2.23 The Client must ensure that they maintain secure passwords for the systems that The Supplier provides them. BYB reserves the right to charge for website reinstatement from backups, should a successful hacking attempt on The Client's website be traced back to the use of either an insecure password and/or ineffective website security procedures on the part of The Client.

Data Protection and GDPR

2.24 At BYB, we do our best to make sure that all of our client's sites are GDPR compliant by adding a Privacy Policy, Cookies consent and opt-in boxes on any contact forms. It is, however, The Client's responsibility to ensure that their website is GDPR compliant, providing any additional information that should be added to the website. For example, if you have bespoke forms such as recruitment, etc. then HR policies will need to be added from your company, or newsletter sign-up forms.

SSL Certificates

2.25 The Supplier strongly advises that all websites should have an SSL certificate installed and encryption. Search engines can penalise websites that are not secured with an SSL certificate. The Client can purchase their own SSL certificate and provide this to The Supplier to install. The Supplier will charge an admin fee of £25 +VAT. BYB can purchase an SSL certificate on behalf of The Client for a fee of £79 +VAT (annually), including admin/implementation fee.

Payments

2.26 When The Client agrees to become a 100 Club client, The Supplier will send The Client a link to the BYB Direct Debit system. We will not commence your project until the Direct Debit mandate has been completed online. Completion of the Direct Debit system will be deemed as acceptance of our Terms and Conditions.

2.27 The Supplier will only accept regular recurring payments by Direct Debit using our GoCardless Direct Debit management system. BYB reserves the right to charge an administration fee for recurring payments that are not processed in this manner. This fee is currently £15 + VAT per non-Direct Debit payment.

2.28 BYB invoices are issued only by email to the email address you specify upon signing up with us. It is The Client's responsibility to ensure invoices are settled in accordance with our payment terms to enable us to maintain service provision.

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Go Live

2.29 By agreeing with The Supplier that your website can “Go-live”, you accept that the brief has been met and that all future changes must undergo a formal change control request from you and may incur additional charges, unless otherwise agreed between both parties or the changes are requested as part of our website update service.

2.30 When a website is live on the Internet, we deem it to have “Gone Live” which means the final “Go live” payment of any agreed setup fee (if applicable) is then due for invoicing and payment.

2.31 Failure to provide BYB with information does not permit The Client to delay or cease payment unless specifically agreed with us. Unless otherwise agreed, you will continue to be invoiced each month until the website is live and will receive no refunds for a delay in getting the website live.

Cancellation and Refunds

2.32 In order to cancel this Agreement, The Client is required to give BYB a minimum of 30 days’ notice in writing. Once The Client has expressed their desire to cancel, BYB will send The Client a cancellation form which must be signed and returned to BYB by email or post.

2.33 Once The Client has returned their cancellation form, The Supplier retains the right to refuse to make any further changes to the website within the cancellation period.

2.34 Any invoices that are issued or due to be issued within the notice period shall still be valid and due for payment in the normal way. The Supplier will confirm the date upon which they will cease The Client’s services upon receipt of their written notice to us.

2.35 No refunds will be made on services that have already been delivered. If The Client has paid for an item in advance and then later wishes to cancel the delivery of that service before it is delivered, and if BYB have not expended time related to that work, BYB will consider an application for a refund in a fair and reasonable manner. Any refunds we may agree to pay will be reduced by any costs or administration charges we may incur during the process (including, but not limited to, PayPal payment fees, direct debit processing fees and/or other bank charges).

2.36 The 100 Club has a 12-month minimum term, thereafter, The Supplier requires 30 days’ notice to cancel your agreement. The Client must pay the remainder (if any) of the 12-month term. If The Client gives notice in accordance with the notice terms of this Agreement detailed herein and The Supplier will EITHER:

a. turn off the website on the agreed future date and provided that The Client has made all payments due, The Agreement is considered terminated and The Supplier will delete the website from The Supplier’s servers.

OR

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b. if The Client would like to take the website to be hosted with another provider or so that The Client has ownership of the website files and content, The Supplier will charge a transfer fee of £500.

2.37 Following the termination of the Agreement, BYB will keep The Client's website on its servers for 30 days, after which time The Supplier reserves the right to delete the website from our servers. BYB shall not be liable for any claims for any losses, material or implied, of any kind, from a situation where we have removed your website from the internet for reasons of non-payment of monies owed to us.

Section 3 - Bespoke Websites

Payment Terms

3.1 BYB standard payment terms for bespoke website build projects are 50% upon sign-up and 50% upon "Go-live" of the website project. If we agree to something different with The Client, this will be documented clearly in our Agreement email and also on your first invoice.

Section 4 - Digital Marketing Services

4.1 If The Client provides BYB with any details relating to their customers or prospects, The Client is responsible for the compliance of that data and that it was obtained in accordance with GDPR. The Supplier will not be held responsible for any breach of obtaining the data.

4.2 Cancellation of any digital marketing services require a minimum of 30-days notice in writing.

4.3 If the client has engaged BYB to provide any form of digital marketing that involves ad spend, The Client will provide BYB with payment card details so that the ad spend will be taken directly from The Client.

Payment Terms

4.4 BYB standard payment terms for digital marketing services are that the services will be invoiced at the point of completion or, in the case of ongoing digital marketing services, BYB will invoice for work carried out in the previous month at the start of the following month. Invoices will be due for payment 14 days after invoice receipt.

4.5 Overdue invoices - BYB reserves the right to charge an administration fee for overdue invoices of £15 + VAT. BYB also reserves the right to add interest to the overdue amount at the 5% per month. BYB also reserves the right to suspend ongoing services if invoices remain unpaid.

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