

Standard Business Terms & Conditions – Part 1

4. LENGTH OF AGREEMENT

- 4.1 These terms and conditions govern the agreement between you (the customer), and us (CTUK). By entering into the agreement with us you confirm that you:
- agree to keep to these terms and conditions; and
 - you are the owner/director/decision maker or have responsibility for, the company, and its business concerns and decisions.
 - are the customer; and
 - will be using the services provided by (CTUK) for legal business purposes only
- 4.2 'The agreement' will begin on the date that you sign this agreement/contract; or
- agree over the phone that you want us to supply 'the services' to you.
 - sign an agreement or quote with one of our representatives.
 - we receive your application asking us to supply 'the services' to you; or
 - confirm on our website or to one of our representatives that you accept these terms and conditions.
- 4.3 If you have not entered into an agreement with us to supply 'the services', but we already supply 'the services' to you, you will be considered to have agreed to these terms and conditions from the time:
- you start receiving 'the services'.
 - you request the services to start.
 - you begin receiving the services under the fixed tariff (see Section 2); whichever happens first.
- 4.4 When you renew your contract with us, you agree to the documented prices quoted by your (CTUK) representative.
- 4.5 The prices quoted within your renewal letter are valid for 30 days from the date of the letter or the date shown on your email, whichever happens first.
- 4.6 If no correspondence is received within 30 days of your renewal letter being sent. You will be contacted by your (CTUK) representative. You do not have a cooling-off period and you will have to pay a termination fee under Section 10 if you later end the agreement/contract before the agreement/contract end date.
- 4.7 We operate a price promise, which is valid for the period from the date of your renewal letter until the day your existing contract is due to end (30 days after the date of the renewal letter). You can renew your contract with us at any time during that period, either over the phone, via email or online.
- 4.8 As part of our ongoing customer service, if, after you have agreed to renew your contract with us, you want to change the agreed tariff price or prices to an alternative tariff price or amend the services that we offer you (the customer), you can do this by contacting us before your existing contract ends and your new contract starts. Once the existing contract has ended and the new contract started you cannot change the agreed price or prices unless you agree to pay the termination fee (see Section 10).
- 4.9 If you change the agreed tariff price or prices as explained in 4.8, your new agreement/contract will start the day after your existing agreement/contract ends.
- 4.10 If you have signed up to a tariff where there is a single rate for all 'the services' we offer/supply to you (the customer), we will charge/invoice you for additional works requested/supplied on a job per job basis. These additional charges will not affect the monthly tariff you (the customer) pays or the term of the agreement/contract in place.

5. CHANGING SUPPLIER

- 5.1 Unless we (CTUK) agree otherwise with you (the customer), we will begin supplying 'the services' to you as soon as possible after, or on the date of the agreement/contract is signed. We will let you know when we expect this to happen, and it may be different for each service agreed. There may be reasons why the date we expect your supply to start could change. This could happen if:
- your old supplier prevents us from supplying the services.
 - the local distributor's system rejects the agreement/contract.
 - Regulatory bodies prevent us from supplying the services; or
 - we cannot supply 'the services' for some other reason.
- 5.2 If there is a delay in supplying 'the services', we will let you know the reason for the delay and the date when you can expect your services to begin (or the dates, if 'the services' start at a different date for each product/service type).
- 5.3 If you have entered into a long-term agreement with another supplier, and end this agreement before its end date, you may have to pay a 'termination fees' to end the contract early. You will be responsible for paying any fees or charges in relation to any agreements you have in place with your previous supplier(s).
- 5.4 If you owe money to a previous supplier, they may object to you switching to us. These or any other disagreements remain the responsibility of you (the customer) and shall in no way be the responsibility of us (CTUK).

- 5.5 We do not accept liability for you having to pay increased charges with your existing supplier if there is a delay in us taking over the supply for any of the reasons set out in section 5.
- 5.6 We cannot guarantee that the supply to you (the customer) will not be interrupted and, when allowed by law, we will not accept liability for any loss or damage caused by an interruption in your supply.

6. PRICES

- 6.1 Our current prices for supplying the services, and other charges which apply under any agreement, are set out on a project-by-project basis.
- 6.2 Your payment is based on the agreed amount/sum for the services we (CTUK) supply and the following apply:
- We work out the amount of hours applicable to the cost agreed on a per calendar month basis.
 - The standing charge covers the cost of supplying these services to you (the customer).
 - If you have more than one agreement/contract in place, you will be charged a set tariff for each agreement/contract. Neither shall supersede or make inert the other.
- 6.3 We may also charge you for any reasonable costs we have to pay if you fail to meet the terms and conditions of this agreement. This may include if:
- we need to stop the supply of the services to you;
 - we need to visit you (the customer) because we have not been able to contact you by email, letter, phone or text message;
 - you fail to keep an agreed appointment with us or our representatives without contacting us to rearrange it;
 - we need to recover money you owe us; or
 - we need to repair or replace digital marketing or services that have been interfered or tampered with, including but limited to; digital banners, digital advertising, websites, cloud-based server packages, email marketing campaign templates and systems, CMS systems, data bases and online portals.
- 6.4 We will add VAT to all our charges at the appropriate rate, if applicable.
- 6.5 If you agree to another supplier providing to you (the customer) with 'the services' agreed in this agreement/contract being supplied by us (CTUK), we may change the price for 'the services' we continue to supply to you to the 'default tariff', until the 'termination fee' is paid in full.
- 6.6 If you are a fixed tariff customer, the following will apply:
- You have an agreement/contract for us to supply 'the services', at the agreed price, for 24 months from the date your supply begins (or the date we start to provide any and all 'the services', whichever starts first.
 - All prices, start dates and services will be quoted within this agreement/contract and its relevant schedules or appendices.
 - You will pay a termination fee of 100% of the remaining contract/agreement fee (including VAT) for each type of service if you end the contract early.
 - The price of each service, as quoted in this agreement/contract, is the price we will charge you for the period of your contract.
- 6.7 You will become a default tariff customer if:
- You cancel your Direct Debit or Standing Order to pay for the services; or
 - Fail to pay for the services you have received; or
 - You fail to pay within the allotted time period any or all outstanding invoices.
- 6.8 A default customers costs revert to our (CTUK) £80 per hour standard charge for all services supplied. This will be calculated from the first unpaid invoice date or the cancellation date of the Standing Order or Direct Debit, whichever is first.
- 6.9 If you do not set up and keep to a monthly Direct Debit mandate, Standing Order or Bank transfer, we have the right to ask you to pay for 'the services' you use upfront. There may be additional charges applicable for this.

7. BILLING AND PAYMENT

- 7.1 You (the customer) agree to pay us by the stated Direct Debit, Standing Order or Bank Transfer, the agreed and contracted tariff amount each month for the services listed under any approved agreement/contract.
- 7.2 You agree to pay us for 'the services' we supply to you (the customer), and any other charges which may apply under the terms of this agreement in advance each month. The registered account holder will be responsible for paying all invoices.
- 7.3 You are responsible for making sure you can pay your invoiced monthly amount or any individual invoice on time. If you fail to pay a Direct Debit, Standing Order or

Invoice, we may charge you 10% of the gross amount being levied from 30 days after the date of the invoice. We also have the right to recover from you any other bank and legal charges we have to pay because of cancelled or failed payments. If you continue to miss payments, we will try to contact you by email or phone, and then by letter, before referring the matter to a debt-collection agency.

- 7.4 If you continue not to pay, we can charge you a further 10% interest on the new gross amount being levied each and every month. If we charge interest, it will be charged on the total amount you owe (including VAT). VAT is not charged on the interest itself. This will apply from the date the payment became due until payment is received.
- 7.5 If you are having trouble paying your bill, you should contact us immediately to discuss the payment options available to you.

8. CHANGES TO THE AGREEMENT

- 8.1 We may occasionally change the terms of the agreement to take account of matters relating to:
- a) industry agreements or new technologies;
 - b) changes in any law, regulations, standards or codes of practice that apply to 'the services' we (CTUK) supply to you (the customer);
 - c) any order or judgement by the Government or other relevant authority; or
 - d) any changes to transportation or distribution charges.
- These changes will take effect as soon as we inform you (the customer) of them in writing.
- 8.2 If we raise our prices or change this agreement in any way that puts you (the customer) at a financial disadvantage, we will let you know immediately. The price rise will not affect the price you pay for each service if you are on a fixed tariff contract.
- 8.3 If you (the customer) give us permission, and we (CTUK) approve, we can add another name to the agreement (for example, if another person becomes jointly responsible for paying for the services provided within).
- 8.4 This agreement/contract is a service agreement and prices for 'the services' will remain fixed for the duration of the agreement/contract. Costs relating to actual/physical or outsourced to 3rd party supplier products and services within this agreement/contract may be subject to change or fluctuation. These products include but are not limited to; all digital, litho & web print collateral, promotional goods & clothing, digital & printed advertising, CD/DVD production, indoor and outdoor media and web based site plugins.

9. ENDING OR SUSPENDING THE SERVICES

- 9.1 We (CTUK) may suspend provision of 'the services' in the event that you (the customer) fails to pay any sums due. If you do not pay invoices in line with Section 7, we may suspend your services until you have paid all amounts you (the customer) owe us (CTUK). In this eventuality, we can ask you to:
- pay our costs for suspending and re-establishing the supply of services, product and systems and/or;
 - pay the 'termination fee'.
- 9.2 We (CTUK) can end this agreement immediately if:
- You (the customer) fails to meet your responsibilities under this agreement. We (CTUK) may terminate this agreement immediately on notice if it has reasonable grounds to believe that you (the customer) is in breach of the terms set out in this agreement/contract.
 - We (CTUK) no longer hold a valid licence for, or have the ability to supply the services you (the customer) require.
- 9.3 We can end this agreement at any time by giving you 30 days' notice in writing.

10. CANCELLATION & TERMINATION

- 10.1 A 'Termination fee' of 50% of the remaining contract value will be due on the early termination date of an agreement/contract.
- 10.2 You (the customer) will be charged a termination fee if you (the customer):
- a) Request either over the phone, via email, on our website or through your (CTUK) representative that the agreement/contract be terminated.
 - b) Fail to pay the monthly invoiced amount due.
 - c) Are deemed to be in breach of any on the terms held within this agreement/contract.
- 10.3 On termination (the customer) shall immediately pay to (CTUK) any sums due under this agreement.
- 10.4 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, (CTUK) may terminate this agreement/contract with immediate effect by giving written notice to (the customer) if (the customer) commits a breach of any of the provisions of this agreement and, in the case of a material breach capable of remedy, fails to remedy the same within 30 calendar days after service of written notice specifying the breach and requiring its remedy; or ceases to carry on business or become insolvent.

10.5 On termination the rights and licences granted under this agreement/contract shall terminate.

10.6 On termination each party shall return to the other party any materials and information belonging to the party that is in its possession.

11. WHAT WE (CTUK) ARE RESPONSIBLE FOR – LIABILITIES

- 11.1 Except where Section 11.3 below states otherwise, as far as is allowed by law, we (CTUK), the companies in our group, and our employees and agents, will not be responsible to you or anyone else for:
- a) (CTUK) shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, damage to software, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; or
 - b) any losses which arise from events that we could not reasonably expect at the time you entered into this agreement.
- 11.2 If you suffer any loss or damage which we are liable for by law, we will not pay you more than £100 for each event that causes you a loss and which we are responsible for. If there are a number of connected events that cause you loss which we are liable for, we will not pay you more than £100 in total.
- 11.3 If you suffer any loss or damage caused by any 3rd party supplier or network operator, we will only be responsible to you for the amount we are entitled to recover from them on your behalf.
- 11.4 Neither party excludes liability for death or personal injury caused by its negligence or fraud.

12. CONFIDENTIALITY

- 12.1 Each party shall, during the term of this agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including trade secrets, data and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
- 12.2 (CTUK) shall not make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of (the customer).

13. GENERAL

- 13.1 During the term of this agreement/contract, each party shall ensure compliance with its obligations under the General Data Protection Regulation (GDPR).
- 13.2 This agreement/contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties in relation to its subject matter.
- 13.3 No variation of this agreement/contract shall be effective unless it is in writing and signed and dated by the parties (or their authorised representatives).
- 13.4 Nothing in this agreement/contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent or representative of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 13.5 This agreement/contract and any dispute or claim arising out of or in connection with it or its subject matter are governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.

14. INDEMNITY

You (the customer) agree to indemnify (CTUK) and to hold it harmless from and against any losses, costs, claims, liabilities, damages, demands and expenses, suffered or incurred by you (the customer) or any member of its group and arising from your failure to comply with the terms and conditions of this agreement/contract.

15. CHANGES TO THESE AGREEMENT/CONTRACT TERMS AND CONDITIONS

- 15.1 (CTUK) may revise their standard Terms and Conditions at any time. You are expected to ask for a revised copy of our Terms and Conditions from time to time to take notice of any changes we make, as they are legally binding on you (the customer).
- 15.2 Some of the provisions contained in these Terms and Conditions may also be superseded by provisions or notices published elsewhere by (CTUK).

Additional Web & Digital Terms & Conditions – Part 2

Definitions:

The Client: The company or individual requesting the services of Consider This UK Ltd
Consider This UK Ltd: Primary designer/site owner & employees or affiliates.

General

Consider This UK Ltd will carry out work only where an agreement is provided either by email, telephone, mail or fax. An 'order' is deemed to be a written or verbal contract between Consider This UK Ltd and the client; this includes telephone and email agreements.

Website Design & Build

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Consider This UK Ltd cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

Any source code, HTML, CSS, JavaScript, CGI applications, PHP scripts, or any other scripts or software (unless specifically agreed in writing) written or modified by Consider This UK Ltd pertaining to this website remain the copyright of Consider This UK Ltd and may only be commercially reproduced, resold, obtained or altered by the client with the permission of Consider This UK Ltd, unless already available as open-source software in an unmodified form.

Consider This UK Ltd cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

The client agrees to make available as soon as is reasonably possible to Consider This UK Ltd all materials required to complete the site to the agreed standard and within the set deadline.

Consider This UK Ltd will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Consider This UK Ltd will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. eg. Any disputes re content/images that have been provided to us for inclusion on the site.

Consider This UK Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the client's appointed agents.

Consider This UK Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

A non-refundable deposit of 30% is required with all of our projects before any design work will be carried out.

Any additions to briefs or specifications provided will be carried out at the discretion of Consider This UK Ltd and where no charge is made by Consider This UK Ltd for such additions, Consider This UK Ltd accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

Once the client has officially approved site specifications, flowcharts, wireframes, designs, images, body copy elements or any other materials essential to the development or design of the site, it is agreed and legally recognised that these materials have been developed to the client's satisfaction. If the client makes any further amendments, modifications or alterations to any or all of these materials after submission or approval; or requests additional functionality, design or content not covered in the initial agreement, specification, or any agreement or specification subsequent to this, Consider This UK Ltd reserves the right to charge for any work undertaken or time spent in making these requested additional changes.

Once a website has been designed and completed, the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, (i.e. if the client decides they no longer want the site), as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been completed. Non payment will result in legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the client's satisfaction and no refunds can be offered. We do offer free minor updates to content only for a month after completion to allow for any final amendments that may be required. Further structural, functional or design amendments will be charged at the Consider This UK Ltd standard rate.

Database, Application and E-Commerce Development

Consider This UK Ltd cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any designs, code, scripts, applications or software (unless specifically agreed) written by Consider This UK Ltd remain the copyright of Consider This UK Ltd and may only be commercially reproduced or resold with the permission of Consider This UK Ltd.

Where applications or sites are developed on servers not recommended by Consider This UK Ltd, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the client's responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by Consider This UK Ltd before being made generally available for use. Ultimate responsibility for ensuring that the site or application functions correctly rests with the client. Where "bugs", errors or other issues are found after the site is live, Consider This UK Ltd will endeavour (but is not

obliged) to correct these issues to meet the standards of function outlined in the brief. Consider This will not be held liable for any bugs or errors discovered after go-live date.

Compatibility

Consider This UK Ltd will endeavor to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with Mozilla, Safari and Chrome web browsers and to an acceptable level with Microsoft Internet Explorer Version 7 and above. Consider This UK Ltd can offer no guarantees of correct or identical function across all browsers.

Website Hosting

Whilst Consider This UK Ltd provide a website hosting service, no guarantees can be made as to the availability or interruption of this service by Consider This UK Ltd. Consider This UK Ltd cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Consider This UK Ltd reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise due to the aforementioned conditions, or due to non-payment for services supplied, or due to violation of the payment terms and conditions.

Website Optimisation

Due to external factors, such as changes to the way search engines rank websites, we cannot offer any guarantees regarding the position we will achieve for websites. The process of optimising websites itself will bring in more traffic and hits. We cannot accept liability for any change in rankings or drop off in the position of your website due to changes in the algorithms of the search engines or the factors that they use to rank websites.

We always use 'white hat techniques' when optimising websites. Due to the work involved payment is required in advance and we are unable to offer a refund of any monies to clients in relation to this type of work.

Consider This UK Ltd reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial.

Payment of Accounts

Upon approval of any web proposal quote, a 50% deposit is required from the client before any work is carried out. A further 25% of the total cost of the job (excluding hosting fee) becomes payable upon approval of design concept prior to build stage commencement or 4 weeks (whichever is the earliest). It is the Consider This UK Ltd policy that the remaining 25% of the cost, plus hosting fee and any charges for additional work incurred outside the scope of the original quote is paid in full by return before the site is made live. Any outstanding accounts for further work carried out by Consider This UK Ltd or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with Consider This UK Ltd.

We will contact clients via email and telephone to remind them of such payments if they are not received when due.

In consideration of Consider This UK Ltd accepting instructions from any private company, limited company, organisation or plc, the directors or other duly authorised officers hereby guarantee (and if more than one, jointly and severally) payment of all fees and disbursements payable by the company to Consider This UK Ltd to the intent that they (the signatories) shall be jointly and severally and personally liable with the company to Consider This UK Ltd.

If accounts are not settled or Consider This UK Ltd have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to our Solicitors to pursue payment.

Following consistent non-payment of an invoice our Solicitors will contact the client, with a view to taking the matter further and if need be, to seek payment through legal procedures, and if necessary court summons.

Your Privacy

We do not share or sell any of your details with third party companies, without your express permission and we will only email you or contact you about work-related matters.

Complaints Procedure

Informal procedure

Anyone who experiences a problem with their web service provided by Consider This UK Ltd should raise the matter directly by email to the Consider This UK Ltd Company Directors, giving sufficient information to locate the material (such as a URL) and clearly outlining the grounds for complaint. Consider This UK Ltd will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to Consider This UK Ltd, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

Terms and Conditions – Part 3

Terms and Conditions of our Services

1. **Price Variation.** Estimates are based on current costs of production and unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.
2. **Tax.** Consider This UK Ltd reserves the right to charge the amount of any taxes, value added tax, duties or royalties, etc., which are payable, whether or not included on the estimate or invoice.
3. **Preliminary Work.** All work carried out, whether experimentally or otherwise, at Customer's request shall be charged. (If applicable)
4. **Copy.** A charge may be made to cover any additional work involved where copy supplied is not clear or legible.
5. **Proofs of all work** may be submitted for Customer's approval and Consider This UK Ltd shall incur no liability for any errors not corrected by the Customer in proofs so submitted, Customer's alterations and additional proofs necessitated thereby may be charged extra. When style, type or layout is left to Consider This UK Ltd's judgement, changes therefrom made by the Customer shall be charged extra.
6. **Copyright.** (a) The Customer shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs. The Customer will indemnify the designer/printer and his agents from any claim arising thereof. (b) Any work originated by Consider This UK Ltd shall remain the copyright of Consider This UK Ltd unless any other agreement is entered into writing and is approved by Consider This UK Ltd.
7. **Company Imprint.** Unless otherwise specified in writing, all work will carry Consider This UK Ltd's company imprint which will be positioned at Consider This UK Ltd's discretion.
8. **Delivery and Payment.** (a) Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed the ownership shall pass and payment shall become due. (b) On certain classes of work Consider This UK Ltd reserves the right to insist upon payment being received prior to commencement of work. (c) The responsibility of collection/delivery of goods lies with the Customer. Any carriage arranged by Consider This UK Ltd is on the Customer's behalf and Consider This UK Ltd is not liable for any delays arising out of the carriage. (d) In consideration of Consider This UK Ltd accepting instructions from any private company, limited company, plc, individual 'trading as', charity, partnership, organisation, or government body, the directors or other duly authorised officers hereby guarantee (and if more than one, jointly and severally) payment of all fees and disbursements payable by the company to Consider This UK Ltd to the intent that they (the signatories) shall be jointly and severally and personally liable with the company to Consider This UK Ltd (e) Should work be suspended at the request of or delayed through any default of the Customer for a period of 30 days Consider This UK Ltd shall then be entitled to payment of work already carried out, materials specially ordered and the other additional costs including storage.
9. **Credit.** (a) Credit arrangements will only be considered subject to acceptance of payment being made in full within 30 days of the date invoice. (b) Failure to make payment can incur a monthly interest charge of no more than 10% of the gross amount being levied from the date of the invoice. (c) By placing an Order with Consider This UK Ltd whether in the form of a memo, letter, formal Purchase Order or otherwise, the Customer agrees that full payment of the goods or services delivered shall be made no later than 30 days from the date of Consider This UK Ltd's invoice.
10. **Currency Fluctuations.** The invoice price can vary from the estimate given subject to exchange rate fluctuations.
11. **Completion Dates.** No completion dates are guaranteed unless Priority Service is specified and paid for, the required date notified in writing. In the event of such a completion date not being met then Consider This UK Ltd's liability shall only extend to the refund of the Priority Service charge.
12. **Variations In Quantity.** Every endeavour will be made to deliver the correct quantity of printed material ordered, but estimates are conditional upon margins of 5 per cent for work in one colour only and 10 per cent for other work being allowed for overs or shortage (4 per cent and 8 per cent respectively for quantities exceeding 50,000) the same to be charged or deducted.
13. **Claims.** Any query regarding the invoice or the goods supplied must be made to Consider This UK Ltd in writing within 30 days of the invoice date or delivery date, whichever is the latest. Any query regarding non delivery must be made within 14 days of the invoice date. Claims outside this limit will not be entertained. Consider This UK Ltd shall not be liable in respect of any particular case where the Customer proves that (i) it was not possible to comply with the requirements (ii) advice (where required) was given and the claim made as soon as reasonably possible. The maximum amount of any claim cannot exceed the cost of replacing the material involved in the production of the work by Consider This UK Ltd and no claim for consequential loss will be considered.
14. **Standing Material and Artwork.** (a) Digital artwork/files, film plates and other materials owned by Consider This UK Ltd and used by the company in the production of type, plates, mould, stereotypes, electrotypes, film-setting, artwork, negatives, positives and the like shall remain Consider This UK Ltd's exclusive property. Such items when supplied by the Customer shall remain the Customer's property (b) Type may be distributed, negatives destroyed and lithographic, photogravure or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.
15. **The copyright of all Brand (appearance of artwork), Design, Artwork, Images, Illustration and Photography** created by Consider This UK Ltd. shall remain the property of Consider This UK Ltd.
16. **Customers Property.** (a) Customer's property and all property supplied to, by or on behalf of the Customer shall while it is in the possession of Consider This UK Ltd or in transit to or from the Customer be deemed to be at the Customer's risk unless otherwise agreed and the Customer should insure accordingly. (b) Consider This UK Ltd shall be entitled to make a reasonable charge for the storage of any Customer's property left with the printer (c) Whilst every care is taken, Consider This UK Ltd and its agents cannot accept any responsibility for loss or damage to artwork, photographs transparencies etc. Any liability shall be limited to the replacement cost of the basic material.
17. **Material Supplied by the Customer.** (a) Consider This UK Ltd may reject any paper, plates or other materials supplied or specified by the Customer which appear to Consider This UK Ltd to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged, except that if the whole or any part of such additional costs could have been avoided but for unreasonable delay by Consider This UK Ltd in ascertaining the unsuitability of the materials, then that amount shall not be charged to the Customer.
18. **Title and Risk.** (a) The Goods shall be at the Clients' risk from the time of delivery or receipt of the same. (b) Notwithstanding delivery, the Goods sold remain the absolute property of Consider This UK Ltd until payment of all amounts involved has been made. (c) The Client acknowledges that until such time as payment is made, it is in possession of Goods solely as Bailee for the Company and shall store the goods separately from its own goods and in such time a payment is made. (d) The Client acknowledges that until such time as payment is made, it is in possession of Goods solely as Bailee for the Company and shall store the goods separately from its own goods and in such a fashion as to be readily identifiable by the Company's representatives. (e) In the circumstances where the goods are delivered to an address specified by the Client and are not paid for the Company shall be entitled to enter upon the premises of the Client with such transport as necessary and repossess the goods to which it has hereunder.
19. **Insolvency.** If the Customer ceases to pay his debts in the ordinary course of business or cannot pay its debts as they become due or being a company is deemed to be able to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy petition issued against him. Consider This UK Ltd without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the Customer, such charge to be an immediate debt due to Consider This UK Ltd, and (ii) in respect of all unpaid debts due from the Customer have a general lien on all goods and property in Consider This UK Ltd's possession (whether worked on or not) and shall be entitled on the expiration of 14 day's notice to dispose of such goods or property in such manner and at such price as the company thinks fit and to apply the proceeds towards such debts.

20. Translation. Whilst Consider This UK Ltd will attempt to provide the best possible translations it is the Customer's responsibility to approve the quality of translations supplied. No responsibility will be accepted by the company for inaccuracies, unless it has been agreed that Consider This UK Ltd will be given sufficient time to check and edit the work.

21. Illegal Matter. (a) Consider This UK Ltd shall not be required to print any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party. (b) Consider This UK Ltd shall be indemnified by the Customer in respect of any claims costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or any other proprietary or personal rights contained in any material printed for the Customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

22. Full Colour Printing. Every effort will be made to obtain the best possible colour reproduction on Customer's work but because of the nature of the processes involved Consider This UK Ltd shall not be required to guarantee an exact match in colour or texture between the Customer's original colour photograph or transparency and the printed article. Customers who require colour reproduction of a specific standard and who wish to check the colour reproduction prior to printing, must order a colour proof, in writing when placing the order. This will be charged as an extra. It is the Customer's own responsibility to ensure that the colour photograph(s) or transparency(ies) submitted are suitable for the work in hand. The company cannot accept liability for unsatisfactory results caused by unsuitable or inferior photographic originals.

23. Force Majeure. Consider This UK Ltd shall be under no liability if it is unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Customer may send written notice to Consider This UK Ltd to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

24. Law. These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.

25. Consider This UK Ltd Terms and Conditions are applicable to, and cover all and any work produced or created by Consider This UK Ltd under instruction from the Client, this document will remain in force throughout the duration of the working relationship between Consider This UK Ltd and the client, and can only be terminated with the agreement of Consider This UK Ltd and the customer in writing.

26. Our web development team will match at the time of development and contract agreement to offer required functionality for current Web Browser versions which are supported officially by the official Vendor/Manufacturer.

Suspension of Web Services

Consider This UK reserves the right to remove or suspend any server, website or web service should Consider This UK determine, in its absolute discretion, that it in any way endangers our network or servers/accounts on our network. Events, which may cause such action, include but are not limited to:

- server involved in a Denial-of-Service Attack
- server is involved in any form of illegal activity.
- server is hacked or otherwise compromised
- server is in any way used inappropriately
- server is causing network disruption however caused.
- customer does not comply with Consider This UK's Acceptable Use Policy
- customer does not comply with Consider This UK's Terms and Conditions

Planned and Emergency Downtime

Consider This UK reserves the right to suspend service provision with no notice should emergency maintenance become necessary. For planned downtime, wherever possible Consider This UK will inform the affected customer(s) by contacting them directly via either phone or email. In the event of full server suspension of service, either planned or otherwise, Consider This UK reserve the right to notify customers via additional means, including, but not limited to, the following:

- social media (e.g., Twitter, Facebook, etc.)
- www.considerthisuk.com

It is not anticipated that planned downtime will exceed more than 8hrs per calendar month.

If in the event of an emergency, if a customer service must be suspended, Consider This UK will attempt to contact the customer directly, however, Consider This UK reserve the right to suspend any, and all, service(s) without prior notification.

Damage or loss of business

Consider This UK are at no point liable for damage to customer property, reputation or loss of business due to suspension of service caused by, but not limited to, the following:

- server involved in a Denial-of-Service Attack
- server is involved in any form of illegal activity.
- server is hacked or otherwise compromised
- server is in any way used inappropriately
- server is causing network disruption however caused.
- customer does not comply with Consider This UK's Acceptable Use Policy
- customer does not comply with Consider This UK's terms and conditions

Security updates

Consider This UK always advise that the latest version of any web platform is used for security reasons. Web services will be quoted with the option of update available at an additional cost to the customer. If a customer chooses not to accept the security/update package(s) available to them at any time, Consider This UK are not liable for any damage to customer property, reputation or loss of business caused by any of, but not limited to, the following:

- server involved in a Denial of Service Attack
- server is involved in any form of illegal activity.
- server is hacked or otherwise compromised
- server is in any way used inappropriately
- server is causing network disruption however caused.
- customer allows updates or content revisions that affect the service or information provided by that service
- customer does not comply with Consider This UK's Acceptable Use Policy
- customer does not comply with Consider This UK Terms and Conditions

Backups and disaster recovery

In the event of a customer requiring a recovery from backup standard technical support call charges will be applied as detailed in our standard price list.

In the event that the customer approves the use of a Host365 engineer to remedy any error in their web site design, code, scripts or any programs whatsoever then the customer is liable for the relevant charges incurred in resolving the problem.

Technical Support hours

Working hours are defined as follows:

Monday to Friday 9.00am to 5.00pm

Saturday & Sunday Emergency cover only by prior arrangement

Public holidays Emergency cover only by prior arrangement