Terms of Agreement

Background

We are UKcentric Ltd (the "Service Provider", "We", "Us" and "Our") registered in England and Wales, company number 03907166, registered office address Maple Works, 73 Maple Road, Surbiton, KT6 4AG, trading as "Dotwise".

We provide digital marketing, social media, SEO, Pay-Per-Click advertising, web development, web hosting, and domain registration services to business clients. The Service Provider has reasonable skill, knowledge and experience in that field. These Terms and Conditions shall apply to the provision of services by the Service Provider to its clients.

1. Definitions and Interpretation

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

"Agreement"	means the agreement entered into by Us and the Client incorporating these Terms and Conditions (or variation thereof agreed upon by both Parties) which shall govern provision of the Services;
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the United Kingdom;
"Client", "You", "Your"	means the party procuring the Services from Us who shall be identified in the Agreement;
"Commencement Date"	means the date on which provision of the Services will commence, as defined in the Agreement;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and

	whether or not the information is expressly stated to be confidential or marked as such);
"Digital Advertising Services"	means any service provided in connection with creating and monitoring digital advertising services including Pay-Per-Click campaigns, text ads, image ads, video ads as specified in the Agreement;
"Designated Search Engines"	means the search engines on which We shall apply the SEO Services with a view to improving the ranking of the Website as defined in the Schedule;
"Fees"	means any and all sums due under the Agreement from the Client to Us, as specified in the Agreement;
"Hosting Service"	means, collectively, all components of Our website hosting service as provided to You in accordance with Your instructions;
"Intellectual Property Rights"	means (a) any and all rights in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights;
"SEO Services"	means any SEO services to be provided by the Us to You in accordance with the terms and conditions of this Agreement as defined in Schedule 1, including

	editing of Your website and preparation of SEO reports;
"Services"	means the services to be provided by Us to You in accordance with Clause 2 of the Agreement, as fully defined in the Agreement, and subject to the terms and conditions of the Agreement; and
"Term"	means the term of the Agreement as defined therein.
"Website"	means any website or web property belonging to the Client upon which You require Us to work;

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a Clause or paragraph is a reference to a Clause of these Terms and Conditions or to a Clause of the Agreement, as appropriate; and

1.2.3 a "Party" or the "Parties" refer to the parties to the Agreement.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. Provision of the Services

2.1 With effect from the Commencement Date, We shall, throughout the Term of the Agreement, provide the Services to You.

2.2 We shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the digital marketing sector in the United Kingdom.

2.3 We shall act in accordance with all reasonable instructions given to Us by You provided such instructions are compatible with the specification of Services provided in the Agreement.

2.4 We shall be responsible for ensuring that We comply with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of

the Services.

2.5 We may, in relation to certain specified matters related to the Services, act on Your behalf. Such matters shall not be set out in the Agreement but shall be agreed between the Parties as they arise from time to time.

2.6 We shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by You, subject to Your acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

2.7 Should you make changes to the Services this may result in delay or deferment of the Services originally proposed. In this case We will not be held liable or accountable for the delay or deferment of the original Services.

3. SEO Services

3.1 You understand and acknowledge the following:

3.1.1 The times for websites to appear on search engine listings vary and We can thus not guarantee that the Website will appear immediately on the Designated Search Engines or that its position will change immediately from that which it held prior to the SEO Services being performed.

3.1.2 We 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.

3.1.3 We accept no responsibility for any detrimental effect on the Website's search engine rankings which results from any activity by You or Us or any third party including, but not limited to, alterations to the Website.

3.1.4 The Company makes no guarantee that the SEO Services will result in the Website appearing in any specific position on the Designated Search Engines.

4. Web Hosting Services

4.1 We will use reasonable endeavours to ensure that the Hosting Service is provided to You on a constant, uninterrupted basis.

4.2 Notwithstanding sub-Clause 4.1, We shall not be liable for downtime or interruptions to the Hosting Service.

4.3 Where the provision of the Hosting Service is interrupted through the fault of You or any third party, We shall bear no responsibility or liability.

4.4 You may not use the Hosting Service for any unlawful or otherwise inappropriate purposes. This includes, but is not limited to:

4.4.1 Distribution of computer viruses, malware, spyware or any other form of code designed to cause harm or nuisance to hardware or software or to obtain data without consent;

4.4.2 Distribution of pirated material including, but not limited to, software, videos, music and written works; and

4.4.3 Distribution of obscene or illegal material including that which is pornographic, abusive, threatening, malicious, harassing, fraudulent, defamatory or that which encourages criminal activities.

4.5 You may not use the Hosting Service to link to any other websites or systems hosting any material described above in sub-Clause 4.4.

4.6 You undertake to ensure that any personal information collected through the Hosting Service is gathered, processed and held in accordance with the relevant provisions of the Data Protection Act 1998.

4.7 You undertake to ensure that any e-commerce conducted through Your Client Website complies with all relevant laws in force at the relevant time including, but not limited to, the Consumer Contracts Regulations 2014 and the EU E-Commerce Directive 2000.

5. Social Media Services

5.1 We shall use all reasonable endeavours to create social media content in accordance with Your brand guidelines and tone of voice.

5.2 You agree that (depending on our agreed service level) We may make Posts and post them to your Social Network accounts without prior approval of such Posts.

5.3 In the event that any Post created by Us contains any error or omission or is otherwise rejected by You, We will remove the Post as soon as practicable and replace it free of charge.

5.4 You Warrant that all materials, including images, on your Website(s) or sent to Us directly are owned by You or sufficiently licenced and paid for by You, and that We may take such material and create Posts from it, including editing and remixing such content and posting to Social Networks.

5.5 You shall be responsible for all licence fees relating to content posted by Us.

5.6 In the event of a copyright or other dispute over social media content posted by Us, You will be responsible for all licence and legal fees.

5.7 Unless specifically forbidden by You, You grant Us a perpetual licence to use the Material created by Us on our Website and in other promotional material to promote our Services.

6. Digital Advertising Services

6.1 We shall use all reasonable endeavours to create effective and profitable digital advertising campaigns for You in accordance with your brand guidelines and tone of voice.

6.2 We do not provide any guarantees of efficacy or return on investment through the use of Our Services.

6.3 We shall not be held responsible for any overspend of your budget whether caused by

Your actions or Ours.

7. Intellectual Property Rights

7.1 Upon receipt of all sums due under the Agreement, We shall:

7.1.1 assign the ownership of any and all Intellectual Property Rights that may subsist in anything produced specifically for You by Us in the course of providing the Services.

7.1.2 We shall waive all moral rights arising out of Chapter IV of the Copyright, Designs and Patents Act 1988.

8. Your Obligations

8.1 You will use all reasonable endeavours to provide all information to Us that is necessary for Our provision of the Services.

8.2 You may, from time to time, issue reasonable instructions to Us in relation to Our provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement.

8.3 In the event that We require the decision, approval, consent or any other communication from You to continue with the provision of the Services, You will provide the same in a reasonable and timely manner.

8.4 If any usernames, passwords, consents, licences or other permissions are needed from any third parties such as hosting providers, domain name registration companies, online service providers or similar, it shall be Your responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).

8.5 Any delay in the provision of the Services resulting from Your failure or delay in complying with any of the provisions of Clause 6 of the Agreement shall not be Our responsibility.

8.6 Any delay in the provision of the Services resulting from Your prioritising other Services over the originally agreed Services shall not be Our responsibility.

9. Fees, Payment and Records

9.1 You will pay the Fees to Us in accordance with the provisions of the Agreement.

9.2 We will invoice You for Fees due in accordance with the provisions of the Agreement.

9.3 All payments required to be made pursuant to the Agreement by either Party shall be made within 7 Business Days of receipt by that Party of the relevant invoice.

9.4 Any sums which remain unpaid following the expiry of the period set out in sub-Clause 7.3 of the Agreement will incur interest on a daily basis at 3% above the base rate of Lloyds Bank until payment is made in full of any such outstanding sums.

10. Liability, Indemnity and Insurance

10.1 Nothing in these Terms and Conditions nor in the Agreement shall limit or exclude Our

liability for death or personal injury.

10.2 We will not be liable for any loss or damage, including without limitation, any direct, indirect, special or consequential damages, expenses, costs, profits, lost savings or earnings, interruption to business activity, lost or corrupted data, or other liability arising out of, or related to the Services provided by Us or arising out of Our activities in website design, publishing, promotion or maintenance, Hosting Services, domain name registration, renewal or transfer or any other activities nor for any loss, damage or injury arising from advice provided by Us.

11. Guarantee and Complaints

11.1 We shall guarantee that the product of all Services provided will be free from defects for a period of six months following delivery.

11.2 If any defects in the Services appear during the guarantee period set out in the Agreement the Service Provider shall rectify any such defects at no cost to the Client.

11.3 In the event of a complaint arising, you will notify Us immediately and in any case within 5 working days.

11.4 We will use all reasonable endeavours to resolve complaints as soon as practicable.

11.5 Resolution of your complaint may include delivering additional hours at no cost to You or partial refund of Fees paid.

11.6 Under no circumstances may You withhold Fees in the event of a complaint.

12. Confidentiality

12.1 Each Party shall undertake that, except as provided by sub-Clause 10.2 or as authorised in writing by the other Party, it shall, at all times:

12.1.1 keep confidential all Confidential Information;

12.1.2 not disclose any Confidential Information to any other party;

12.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;

12.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

12.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 10.1.1 to 10.1.4 of the Agreement.

12.2 Either Party may:

12.2.1 disclose any Confidential Information to:

12.2.1.1 any sub-contractor or supplier of that Party;

12.2.1.2 any governmental or other authority or regulatory body; or

12.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 10.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 8 of the Agreement, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

12.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

12.3 The provisions of Clause 10 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

13. Force Majeure

13.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations 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 that is beyond the control of the Party in question.

14. Term and Termination

14.1 The Agreement shall come into force on the agreed Commencement Date and shall continue until either Party terminates the Agreement.

14.2 The Agreement shall continue until either Party terminates the Agreement.

14.3 Either Party may terminate the Agreement by giving to the other not less than 30 days' written notice.

14.4 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:

14.4.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 7 Business Days of the due date for payment;

14.4.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 30 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

14.4.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

14.4.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

14.4.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);

14.4.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;

14.4.7 the other Party ceases, or threatens to cease, to carry on business; or

14.4.8 control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of Clause 10, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

14.5 For the purposes of sub-Clause 12.4.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

14.6 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

15. Effects of Termination

Upon the termination of the Agreement for any reason:

15.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;

15.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

15.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;

15.4 subject as provided in Clause 13 of the Agreement and except in respect of any accrued rights neither Party shall be under any further obligation to the other;

15.5 each Party shall (except to the extent referred to in Clause 10 of the Agreement) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information;

16. No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

17. Assignment and Sub-Contracting

17.1 We will be entitled to perform any of Our obligations through any other member of Our group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of Us.

18. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

19. Non-Solicitation

19.1 Neither Party shall, for the Term of the Agreement and for a period of 1 year after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement without the express written consent of that Party.

19.2 Neither Party shall, for the Term of the Agreement and for a period of 1 year after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

20. Third Party Rights

20.1 No part of the Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

20.2 Subject to Clause 21 of the Agreement, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

21. Notices

21.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

21.2 Notices shall be deemed to have been duly given:

21.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

21.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

21.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

21.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

22. Entire Agreement

22.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

22.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

23. Severance

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

24. Dispute Resolution

24.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

24.2 If negotiations under sub-Clause 22.1 of the Agreement do not resolve the matter within 90 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.

24.3 If the ADR procedure under sub-Clause 22.2 of the Agreement does not resolve the matter within 90 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either

Party.

24.4 The seat of the arbitration under sub-Clause 22.3 of the Agreement shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

24.5 Nothing in Clause 24 of the Agreement shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

25. Law and Jurisdiction

25.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

25.2 Subject to the provisions of Clause 24 of the Agreement, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.