

# MattPettit

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## Terms and Conditions

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## About

Thank you once again for approaching MattPettit.co.uk for your website related support. We are very much looking forward to working with and for you, and to bringing the services we've recommended to fruition.

As advocates of good industry practice, we ask that, before instructing us, you take a few minutes to read our standard terms and conditions.

Given the complex nature of the media and of our multifaceted role within it, we've done our best to use simple, clear English throughout, to limit legal jargon wherever possible, and above all to be fair and reasonable. If there's a word, phrase or clause that you don't understand or that you're not happy with then please ask or let us know before ordering our services.

In these terms, 'We', 'Us', 'Our' and 'the Company' means MattPettit.co.uk of 147 Somerset Avenue, Yate, Bristol, BS37 7SL.

Thank you.

Matt Pettit

## 1 - ORDERING OUR SERVICES

1.1 By kindly accepting our proposal or publicity service agreement (the "Agreement"), you are agreeing to the services, fees, the project term/length, payment terms and any other information specified therein. The accepted Agreement will constitute a legal contract and form the basis of the work we will undertake for you.

1.2 The Agreement constitutes the entire contract, and you kindly acknowledge that you have not relied on any statement, promise, representation, trade, custom, practice or course of dealing that is not set out in the Agreement. Any samples, drawings, descriptive matter, emails, or advertising on our website or elsewhere shall not form part of the Agreement or have any contractual force. The Services we are proposing are offered in good faith but it is for you to satisfy yourself of the suitability of those Services for their own particular purpose.

1.3 You kindly agree that the services shall be supplied in accordance with these Standard Terms and Conditions of Business ("T&C's"). These are the main legal terms that will govern the relationship between us. The project specifics and Services, along with the commercial terms of the engagement, shall be set out in the Agreement. These T&C's are incorporated into the Agreement by reference and together, constitute the entire Agreement.

1.4 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

1.5 If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the contract shall not be affected. If any invalid, unenforceable or illegal provision of the contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

1.6 Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way. Kindly note that a person who is not a party to the contract shall not have any rights under or in connection with it.

1.7 A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under the contract are cumulative and do not exclude rights provided by law.

Naturally, no variation of the Agreement shall be effective unless it is in writing and agreed by both parties.

1.8 In consideration of the provision of the Services by us, unless otherwise agreed, you kindly agree to pay our fees as set out in the Agreement. In the unlikely event payment is delayed, we may charge you interest on any overdue payment at the rate of 4% over base rate of the Bank of England. Without prejudice to any of our other rights under the Agreement or otherwise, we may suspend provision of the Services and our obligations under the Agreement, reclaim tangible products (such as websites and artwork we create), and remove publicity we have generated for you from the internet where you are overdue in paying the fees or other costs set out in the Agreement and we have provided written notice to you of such overdue fees and you have not remedied such non-payment within 7 days of receipt of such notice. We shall not be liable for any delay caused to the Services as a result of such suspension.

1.9 We may, at our discretion, choose to undertake additional work for our clients that is over and above that which has been specified in the Agreement if we believe, based on our experience, that this would be beneficial to the orchestration of a campaign. We do not accept any liability for any additional work we undertake that is not specified in the Agreement and nor do we accept that any additional work undertaken by us is to be construed by the Client as a replacement of the Services as specified in the Agreement.

1.10 Kindly note that we may revise and amend these T&Cs from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our company's capabilities. Where material changes are made to these T&Cs that affect your project with us, we will notify you.

## 2 - COOLING OFF, CANCELLATION, AND POSTPONEMENT

2.1 If you are a consumer – that is, an individual acting wholly or mainly outside your trade, business, craft or profession – you have the right to cancel the Agreement for any reason within 14 days (the “cooling-off” period) of accepting the Agreement and receive a full refund of any amount you have paid us in respect of the Agreement. However, you will lose the right to a full refund if, with your consent and knowledge, we commence activity on your project before the end of that 14-day period. For the avoidance of doubt, the Fact-Finding interview shall be deemed as ‘activity’. In such cases, you kindly acknowledge that all time spent on your project is billable. For the further avoidance of doubt, you kindly agree that our fees in the case of cancellation are as follows:

2.1a Where the Fact-Finding interview has not been conducted

In the event of cancellation (whether an individual or business) where the Fact-Finding interview has not been conducted, we shall retain £250 to cover our costs and time. We shall refund to you within 14 days the balance of your project fees (in addition to any VAT you may have paid) minus this £250. If you have not yet paid our fees in full, you kindly agree to pay us £250 plus VAT within 14 days.

2.1b Where the Fact-Finding interview has been conducted but no Project Roadmap/Strategy created

In the event of cancellation (whether by an individual or business) where the Fact-Finding interview has been conducted but no Project Roadmap/Strategy has yet been prepared, we shall retain £750 to cover our costs and time. We shall refund to you within 14 days the balance of your campaign fees (in addition to any VAT you may have paid) minus this £750. If you have not yet paid our fees in full, you kindly agree to pay us £750 plus VAT within 14 days.

2.1c Where the Project Roadmap or Strategy has been prepared

In the event of cancellation (whether by an individual or business), where the Project Roadmap/Strategy has been, we shall retain 50% of the total contract value. We shall refund to you 50% of the total project costs within 14 days or otherwise invoice you for 50% of the total project costs.

2.1d Where partial services have been performed

In the event of cancellation (whether by an individual or business) where some but not all of the services have been performed (though not necessarily published), you kindly agree to pay within 14 days all of our costs amounting to not less than 75% of the total contract value. We shall refund to you 25% of the total project costs within 14 days or otherwise invoice you for 75% of the total Project costs.

2.1e Where all services have been performed

In the event of cancellation by the Client (whether an individual or business) where all of the services have been performed (though not necessarily published or set live), we shall retain all of the contract value.

2.2 Businesses do not have a right to a cooling off period. If our invoice to you is made out to a business, rather than to an individual, no cooling off period will apply. As such, those cancellation charges in Clause 2.1, above, shall apply.

2.3 The postponement of your project, rather than cancellation, is acceptable only if the rescheduled date is within one month of the commencement date unless otherwise agreed. Should further postponement occur, you may at our discretion be deemed to have cancelled our services and the cancellation levy will apply as above.

### 3 TERMINATION & COMPLAINTS

3.1 In the rare event that someone we're trying to help thinks it's OK to verbally abuse our staff, use racial, homophobic, ageist or sexist slurs, or to behave in any other unlawful, intimidating or threatening way, we'll invite them to check out the 2017 record by Mustard Service before promptly terminating the Agreement. In such cases, Clause 3.4, below, will apply.

3.2 Without limiting its other rights or remedies, each party may terminate the Agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within seven days of that party being notified in writing of the breach;

(b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) the other party (being an individual) is the subject of a bankruptcy petition or order;

(f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

(h) a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses herein);

(k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

(l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

(m) we are unable to contact you at any time by telephone, e-mail or letter for a continued period of 14 days or more, we will reasonably assume that you no longer wish us to complete the work on your campaign as specified in the Agreement and Clause 2.1 will apply.

3.3 Without limiting its other rights or remedies, we shall have the right to suspend provision of the services under the Agreement if you become subject to any of the events listed above or we reasonably believe that you are about to become subject to any of them.

3.4 On termination of the contract:

(a) you kindly agree to pay to us all of our outstanding unpaid invoices and interest and, irrespective of services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be kindly payable by you on receipt. Clause 8.2 (Retention of Ownership) may be invoked in the case of non-payment.

(b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and

(c) clauses which expressly or by implication have effect after termination shall continue in full force and effect;

(d) services which have not yet been performed shall not be performed.

3.5 We are absolutely committed to ensuring that our clients are 100% satisfied with our service. If for any reason you are not, please follow our complaints procedure as set out below:

(a) In the first instance, please contact us by email to let us know you are unhappy with any aspect of our service as soon as possible.

(b) It is always helpful to put the facts as you see them, and the outcome you are expecting, in an email to us. This will help us to understand your complaint clearly.



(d) If you are still unhappy after we have tried to rectify the problem, if the person that you contacted via email cannot help you, or if you have a dispute about the facts of a situation, you must put your complaint in writing, addressing it to the Matt Pettit, 147 Somerset Avenue, Yate, Bristol BS37 7SL.

Please provide as much detail as you can. Your letter should contain a full breakdown of the specific complaint, including the name of the person whom you spoke to first and a list of items that you feel have not been provided to your satisfaction. After receiving your written complaint, we will undertake an investigation. The result of this investigation will be communicated to you in writing, within 60 days of us receiving your letter.

If your account has any balance outstanding, you must not withhold or suspend payments that are due while your complaint is being investigated. If the balance of your account has already been paid in full and/or work has been completed, you must submit your complaint within 30 days of completion. Complaints received that have not followed this complaints procedure will not be investigated.

If your complaint cannot be resolved by the us, we reserve the right to pass your complaint onto an external party for resolution. If this is the case, you will be made aware of the external resolution agency and will be kindly expected to participate in proceedings.

## 4 PRIVACY, FORCE MAJEURE, CONFIDENTIALITY, INDEMNITY, AND MORE

4.1 Our privacy policy sets out what information we retain about you and why, and for how long we keep it. It also provides further information about what data you can ask us to delete. You can find our privacy policy here. Please note that we retain personal/company information for up to six months on job completion to provide additional support and services. You are, or any in time in the future, able to obtain said data as well as asking for it to be destroyed in accordance with GDPR.

4.2 We may publicise, advertise and market the results of our work on our website, in pitches to third parties, on social media sites, blogs or in any other manner, as we may decide in our sole discretion, without your prior written consent. Please let us know at the time of engaging us if you would prefer for us not to do so.

4.3 Neither party shall be liable to the other for any failure, delay or interruption in the performance of any term under the Agreement due to a Force Majeure event beyond the control of that party that makes performance of the Agreement either illegal, impossible or commercially impracticable, such as, but not limited to, acts of God, war, government regulation, pandemic, disaster or other casualty, strikes or threat of strikes, acts and/or threats of terrorism, curtailment of transportation services, disruption to cloud services or other events beyond the control of either party. We may terminate this Agreement in an event of Force Majeure.

4.4 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent. You shall not, without the prior written consent of us, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.

4.5 MattPettit.co.uk shall under no circumstances, whatever, be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement. MattPettit.co.uk total liability to you in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by you to us for the services.

4.6 A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause shall survive termination of the Agreement.

4.7 You shall kindly indemnify and hold us harmless from and against all claims or proceedings and all loss and damage of any kind, including costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, us as a result of or in connection with:

(a) any defamatory or libellous matter or any infringement or alleged infringement of a third party's intellectual property rights or other rights arising out of the supply or use of the material and information you supply us and which we accept and use in good faith in the course of carrying out the Services; and

(b) any breach by you, including your officers, employees, freelancers and agents of any of the terms in this Agreement.

Where applicable, we reserve the right to provide you with a full hold harmless indemnity agreement.

4.8 Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability cannot be excluded or limited as a matter of law.

4.9 MattPettit.co.uk cannot be held responsible in the event that the publicity we obtain for you is removed from any website on which it is published due to closure, liquidation, sale or other events outside of our control.

## 5 OBLIGATIONS

5.1 We warrant to you that we shall:

(a) perform the Services in a professional and workmanlike manner and using no less than reasonable care and skill; and

(b) deliver the Services in accordance with the Agreement in all material respects.

5.2 Unless the Agreement provides a definitive completion date (and not an estimated one), we will endeavour to complete the Services as quickly as we are practically able, and time shall not be of the essence.

5.3 We shall assign personnel whom we consider appropriate to perform the Services and we may at any time at our discretion, assign, re-assign, or substitute personnel or appoint sub-contractors to carry out all or any of our obligations under the Agreement.

5.4 All copyright, design right, registered designs, trademarks, patents, database rights and confidential information and ideas and all other rights whatsoever of a like nature worldwide whether registered or not of whatever nature in material devised, created or commissioned by us, in supplying the Services under the Agreement will vest in and belong to us unless otherwise agreed in writing on the SOW and signed by both parties. Where no such rights are specified you are granted a non-exclusive licence to use the deliverables for the purpose specifically described in the SOW.

5.5 By engaging our services, you kindly agree to:

(a) provide us with such information and materials, which may include imagery, as we may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects and reflects your own honest opinion;

(b) co-operate with us in all matters relating to the Services and defer to our judgement in respect of story angle(s), target publication(s) and target audience(s);

(c) make yourself reasonably available for contact by telephone or e-mail during normal UK business hours to discuss your campaign or at any other time that may be reasonably necessary in the delivery of the Services;

(d) not unreasonably withhold, delay, or condition acceptance of the deliverables at any time. If there is any defect or other issue with the deliverables we create, you kindly agree to notify us without delay and we shall remedy, correct and re-deliver the deliverables to you as soon as is reasonably practical and without delay.

(e) us promoting our working relationship and the coverage we obtain for you on our website and social media platforms and to us using any imagery you provide us on social media/email and on our website. If you would prefer we didn't, simply let us know at any time.

If our performance of any our obligations under the Agreement is prevented, frustrated or delayed by any act or omission by you or failure by you to perform any relevant obligation (Customer Default):

- a. We shall without limiting its other rights or remedies have the right to suspend performance of the services until you remedy the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays our performance of any of its obligations;
- b. We shall without limiting its other rights or remedies have the right to remove any guarantees that we have offered;
- c. We shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause; and
- d. You shall kindly reimburse us on written demand for any costs or losses sustained or incurred by the us arising directly or indirectly from the Customer Default.

## 6.0 PROJECT PROCEDURES & GUARANTEES

6.1 By engaging our support, you kindly agree to complete the Pre-Fact-Finding Questionnaire we may send you and to participate in an initial Fact-Finding interview in order that we can obtain the necessary facts, background information, key messages and other important information about your product or service that we would otherwise not know and have no way of knowing.

6.2 Subject to the terms of the Agreement, we may prepare a campaign strategy or Campaign Roadmap based on the information we obtained from you during the Pre-Fact-Finding Questionnaire and or the Fact-Finding interview. This normally includes proposed story angle(s), proposed media outlet(s) and other recommendations as to how we intend to bring the Services to practical fruition. It may also include a contingency plan in the event that an editorial Service fails to achieve media coverage. We will advise you of the most newsworthy story angles based on our experience and it is understood that you kindly defer to our professional judgement. We will submit the strategy/Campaign Roadmap to you via email for approval and, if required, amend it as necessary before proceeding. Naturally, more complex campaigns may require more than one series of amendments. By engaging our support, you kindly agree to read the strategy or Campaign Roadmap without delay and revert to us with either your approval of that strategy or Campaign Roadmap or with your proposed amendments. Once the strategy or Campaign Roadmap has been approved, you kindly agree that the specifics of the contracted Services will be based solely upon its contents.

6.3 Production of the deliverables will commence without delay upon approval of the strategy or Campaign Roadmap.

6.4 We may, at our discretion, choose to outsource all or any part of the work specified in the Agreement to suitable third parties for completion.

6.5 We may, at our discretion, purchase commissions and media space for the editorial Services in the Agreement and in such cases we shall cover those cost of that media space in its entirety.

6.6 The Services that we have guaranteed will be expressly specified in the Agreement. If we are unable to secure publicity for any expressly guaranteed Service, and if you have deferred to our judgement in respect of story angles, we shall create new/replacement editorial content for you at no extra charge. This shall continue until such a time that the editorial Service in question secures publicity. 'Publicity' means any form of media coverage within the target media identified and agreed between parties at the outset of a PR campaign, or within another agreed publication/platform, regardless of the length of that coverage. Where applicable, we will instead proceed with the agreed contingency plan as specified in the strategy or Campaign Roadmap.

If, after all replacement editorial we create fails to secure publicity, or if the agreed contingency plan fails to secure publicity, we shall refund to you the sum as specified in the Agreement within 14 days.

6.7 Due to the nature of the media industry, we do not guarantee that any editorial Services we provide as part of your campaign will achieve coverage in any media outlet, unless guarantees are expressly given in the Agreement. Naturally, we cannot guarantee that any Service we conduct for you as part of your campaign will increase sales of your product/service, drive traffic to your website or to third party websites, increase social media followers, or result in any other outcome you may have hoped for unless such an outcome is expressly stated in the Agreement and guaranteed;

6.8 We will present the media coverage we obtain for you in the form of hyperlinks. Subject to relevant copyright laws, we may also send screenshots, PDFs and/or hard copy scans. Kindly note that you may need a copyright licence from the Newspaper Licencing Agency (NLA) or other copyright organisation if you wish to add any media coverage we obtain for you to your website and social media platforms or if you plan to include it within other literature. For the avoidance of doubt, kindly ask us before sharing the media coverage we obtain with you. MattPettit.co.uk shall not be held liable for any copyright infringement whatsoever that arises as a result of you sharing the media coverage we obtain for you without the relevant permissions and/or licences in place.

6.9 MattPettit.co.uk cannot be held responsible in the event that the coverage we obtain for you is removed from any website on which it is published due to that publisher's closure, liquidation or sale or because of other events outside of our control.

6.10 Where web links are offered in relation to the Services, it is understood that those web links may be 'follow' or 'no-follow' in nature. The decision about whether to include 'follow' or 'no-follow' links within an article we commission is solely at the discretion of the publisher.

## 7.0 SERVICES & SCOPE OF WORK

### Websites & Social Media Platforms

7.1 the websites we produce are created in WordPress or Laravel;

7.2 wherever possible we will source images that are free to use in a monetary and copyright sense. Where we are unable to source such images, we will notify you and seek your approval before purchasing the images we will need;

7.3 we will conduct reasonable lay research to establish SEO keywords and include such terms in the website's editorial content and SEO descriptions. We will normally list those keywords/key terms in the Campaign Roadmap;

7.4 the privacy policies, cookie policies, and terms and conditions that we incorporate into our websites are general in nature and may require legal input. By engaging our services, you kindly agree that we are not liable for any issues that may arise as a result of these general policies;

7.5 the introduction of the General Data Protection Regulation (GDPR) in May 2018 has implications for every website, and it is important that website owners – "Data Controllers" – understand and comply with these new rules. Whilst we may have discussed the GDPR with you during the Fact-Finding process, we strongly recommend that you learn more about your responsibilities in this regard. By entering into an agreement with us, you kindly agree to learn more about and accept your responsibilities in this regard and hold us harmless for our role in your website's creation. Further information can be found extensively online and on the Information Commissioner's Office (ICO) website: <https://ico.org.uk/>

7.6 the registration details for your website(s) – "WHOis" – will be made out in our company name. If you would like us to amend these details in your name or in your company/business name, we will do so at no charge provided you provide us with at least 30 days' notice. In such a scenario, we strongly recommend that the Admin and Technical Contacts remain under our control in order that we can manage the domain effectively. Additionally, we can hide the "WHOis" information (subject to domain type) from public viewing for the one-off fee of £30 plus VAT;

7.7 we will contact you when the website is nearing completion and guide you through what we have created. We will make reasonable amendments when such amendments are required;

7.8 upon its completion, we will walk you through your website and provide basic details about how to update and manage it directly. We may also provide you with a 'how-to' document to further assist you thereafter. We are happy to help and answer any questions you may have once the website has been transferred to your ownership upon completion;

7.9 we accept no liability for the website once it has transferred from our administration to the Client, or to a specified third party. All reasonable care is taken to protect the site and



its visitors from malicious spyware, viruses and other internet-based bugs. We accept no liability whatsoever if the website, and its visitors, are victims of such a cyber-attack;

7.10 for security reasons, you must install compatible WordPress updates as and when they become available;

7.11 we may carry out maintenance or emergency maintenance of a live site we host at any time if such action is necessary for the provision of the Services. We shall at all times endeavour to keep any service interruptions to a minimum;

7.12 hosting fees, if applicable, will be set out in the Agreement. We will normally provide 12 month's free hosting. The 12-month hosting period starts at the time we purchase the domain name(s) and not when your website(s) goes live. Subsequent hosting fees are non-refundable and charged at £120 per annum plus the current rate of VAT, inclusive of unlimited upload and downloads; unlimited space; and up to 10 email mailboxes (additional mailboxes can be purchased for a small additional fee).

(m) we shall perform scheduled back-ups. In the event of data loss – or a website 'crash' – we shall provide free recovery services to try and restore the website to the most recent back-up;

7.13 we will notify you when your hosting needs renewing by email. If you wish to renew your hosting through us, we will raise an invoice for your kind attention with 14-day credit terms. You can transfer hosting to another provider at any time. To do this, simply notify us in writing. we will send you your SQL database files, plugins and WordPress theme as quickly as we reasonably can for you to upload to your new host directly;

7.14 we normally include a free .co.uk domain name for 12 months with every website build. We will agree a suitable domain name with you during the Fact-Finding conversation, or alternatively use an existing URL that you already own. You must provide us with access details to the existing domain name. The 12-month period starts at the time we purchase the domain name and not when your website goes live. We are able to register additional domain names for you at their current sale value;

7.15 domain names must be manually renewed by us, typically every 12 months. If they are not renewed, your domain name(s) could be sold by the registrar, which is out of our control. This scenario could place your website(s) and domain name(s) at risk;

7.16 we will notify you when your domain name(s) needs renewing by email. We will let you know the cost of renewing that domain name based on its current value set by the domain registrar. If you wish to renew your domain name(s), you must respond to our notification and in any event request us to do so at least 14 days before the domain name(s) expire. In such cases, and on the basis that your website is hosted with us, we will not charge you for our involvement in renewing your domain name(s) and will raise an invoice only for the cost of the domain name as set by the domain registrar. Such invoices are payable within 14 days of receipt. Any delay in this process could place your domain name(s) and website(s) in jeopardy and lead to additional costs. Subject to receiving your request to renew within the given timeframe, we will not charge you for renewing your domain name(s);

7.17 you can transfer your domain name(s) to another registrar at any time by requesting us to do so in writing and at least 60 days prior to your domain name(s)' expiration date.

This period of 60 days affords us sufficient time to ensure a smooth transition. Subject to receiving this request within the above timeframe, we will not charge you for the domain transfer or for the transfer of your website files. Note that where your domain name(s) have been transferred out, you are responsible for domain name renewals. We can continue to host your website or you can transfer hosting to another provider;

7.18 the specifics of what social media activity we may conduct for you will be included in the Agreement. Where necessary, we will ask you to supply suitable high resolution images and/or other promotional material for inclusion on your social media platforms. You will be provided with the administrative tools and information relating to the social media platforms we create on your behalf. Administration of your social media platforms will pass immediately to you upon approval. We accept no liability for any social media platform once it has transferred from our administration to the client, or to a specified third party. You should be aware of each social media platform's terms and conditions as these apply to you and to your social media account.

## **8.0 Intellectual Property & Title Retention**

Kindly note that the ownership of, and sole right to, any intellectual property right in any materials produced by us shall be vested absolutely in us from the outset, and we shall be at liberty to effect and secure protection thereof by registration in a Registry or otherwise as it sees fit. If the parties agree, we may assign all or any intellectual property rights in such materials to the Client upon such terms as may be agreed but in no event before such times as all monies due under this Agreement between MattPettit.co.uk and the Client are paid in full by the Client.

### **8.1 Retention of Title**

The work we produce, including the media coverage we deliver, shall remain our property until such a time that the Client has paid for it and discharged all other debts owing to us. In the event of non-payment, MattPettit.co.uk reserves the right to request that media coverage it may have already delivered for the Client is removed by the media.