

FLISS DIGITAL

WEBSITE . SEO . SOCIALS . MARKETING

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Terms & Conditions of Business

These terms and conditions shall apply to the supply of all services by Fliss Digital. By placing an order for services, transacting and/or entering into a work agreement with Fliss Digital the Client agrees to be bound by these terms and conditions. Fliss Digital may amend these terms and conditions from time to time and the most current version can be viewed at www.flissdigital.co.uk/terms

1. DEFINITIONS & INTERPRETATION

1.1 In these terms and conditions the following words shall have the following meanings:

'Additional Services' are services provided by Fliss Digital to the Client in addition to the Services and which are not specified in the Proposal or Work Agreement (if used);

'Agreement' these terms and conditions, the Proposal and the Work Agreement (if used);

'Client' the person who places the order for the Services with the Supplier;

'Client Content' the information, data and other content provided by the Client to Fliss Digital for incorporation in the Site (including all copy, graphic images, registered company logos, names and trademarks);

'Contract' the contract for the supply of the Services formed in accordance with clause 2.6.

'Error' any material failure of the Site or Services to comply with the Proposal and/or Work Agreement;

'IPR' any and all registered and unregistered copyright patents, design rights, database and compilation rights, Marks, rights in goodwill or to sue for passing off, database rights, rights in computer software, rights in

confidential information (including know-how and trade secrets), business and domain names and other intellectual property rights, howsoever arising and in whatever media, and any applications for their protection or registration and all renewals and extensions anywhere in the world; 'Fees' the fees for the Services as set out in the Proposal and/or Work Agreement and including all additional sums and charges which may be due to Fliss Digital under this Agreement;

'Marks' any and all names, brands, logos, trademarks, service marks, trade names and domain names;

'Fliss Digital', Fliss Digital, as notified to the Client; '

'Project Services' the marketing, website design and web development services detailed in the Proposal or Work Agreement; 'Proposal' a document prepared by Fliss Digital for the Client which details the Services to be provided by Fliss Digital;

'Retained Services' Ongoing digital marketing services, support and maintenance services and any other rolling services as listed in the Proposal or Work Agreement;

'Services' the Project Services and/or Retained Services agreed to be provided by the Supplier and detailed in the Proposal or Work Agreement;

'Site' the website to be designed or managed by Fliss Digital in accordance with the Agreement;

'Specification' the document defining the scope of the services to be provided by Fliss Digital;

'Work Agreement' an agreement between Fliss Digital and the Client concerning the Services.

1.2 The headings in these terms and conditions are for ease of reference only and shall not in any way affect their construction or interpretation.

1.3 Words denoting the singular include the plural and vice versa; words denoting any one gender include all genders and vice versa, and reference to a person shall include an individual, partnership, body corporate and unincorporated association.

1.4 References to any party shall include its personal representatives, lawful successor in title and permitted assigns.

1.5 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

2. PROPOSALS & WORK AGREEMENTS

2.1 Subject to clause 2.13, on receipt of a request for Services from the Client, Fliss Digital shall draw up a Proposal for the Services and shall deliver this to the Client for approval.

2.2 If the parties have agreed to enter into a Work Agreement, Fliss Digital shall, in addition to preparation of the Proposal and Quote, prepare a Work Agreement and/or invoice with proposed services detailed (including monthly retainer fees, if applicable), and shall deliver to the Client for approval.

2.3 The Client shall provide Fliss Digital with all the information which Fliss Digital may reasonably require in order to prepare the Proposal and the Work Agreement (if used) and accepts that Fliss Digital is not liable for any errors, inaccuracies or omissions in or from the Proposal and/or Work Agreement which result from the Client's failure to provide or delay in providing the necessary information.

2.4 The Client shall be entitled to reject a Proposal and/or Work Agreement or request amendments to a Proposal and/or Work Agreement up until the date on which it accepts such Proposal and/or Work Agreement.

2.5 If the Client wishes to proceed, it must accept the Proposal and provide written confirmation of acceptance to Fliss Digital by email and if a Work Agreement is to be used, the Client must sign the Work Agreement and return a signed copy to Fliss Digital. Payment of invoice (within 30 days) will be classed as acceptance of proposed services, ongoing monthly retainer fees (if applicable) and these terms and conditions.

2.6 Once the Client has accepted the Proposal and/or Work Agreement under clause 2.5, and subject to Fliss Digital also signing the Work Agreement (if used), a contract shall be formed for the provision of the Services which shall comprise these terms and conditions. Fliss Digital shall

supply, and the Client shall purchase the Services in accordance with the Proposal, and the terms of the Proposal/Work Agreement shall apply to the exclusion of any other terms and conditions of the Client.

2.7 Whenever the Client places an order for Additional Services or Retainer Services these terms and conditions shall apply. Acceptance of any such order from the Client shall occur either when Fliss Digital confirms acceptance to the Client in writing or email, or if sooner, the commencement of the provision of the Services ordered by Fliss Digital.

2.8 No variation of these terms and conditions or the Agreement shall be effective unless it is made in writing and signed by both parties.

2.9 If the Client wishes to amend the Proposal or Work Agreement at any time following its acceptance, it shall notify Fliss Digital of the proposed amendments. Where the amendments are not outside the Scope of the Proposal or Specification in Part 5 Fliss Digital will use reasonable endeavours to accommodate the Client's revised requirements but the Client acknowledges that this may result in a change in any estimate of the Fees and turnaround times which it has been initially indicated by Fliss Digital. If the requested amendments do change the Fees and turnaround time estimates the Client must provide prior approval before Fliss Digital proceeds.

2.10 If Fliss Digital determines, in its sole discretion, that it cannot accommodate a Client's proposed changes to the Proposal or Work Agreement, it reserves the right to refuse the Client's request.

2.11 The Fees set out in Part 3 are fixed for the scope set out in the Proposal or Specification in Part 5.

2.12 Fliss Digital shall not commence the Services until the Client has given its written acceptance of the Proposal and where a Work Agreement is to be used, has signed the Work Agreement and/or paid any deposit or invoice that may be due.

2.13 Fliss Digital reserves the right to decline a request for Services for any reason and at any time until such date as the Proposal is approved or,

where a Work Agreement is to be used, the Work Agreement is signed and accepted by the Client.

3. DEVELOPMENT & ACCEPTANCE

3.1 Subject to the payment of the Fees and the provision of Client Content, Fliss Digital agrees to supply the Services in accordance with the agreement and/or proposal.

3.2 At various stages as detailed in the Proposal or Work Agreement Fliss Digital shall notify the Client when the Site (or Marketing campaigns) or any agreed part of it is available for review and acceptance by the Client. As soon as reasonably practicable and in any event within 30 days, of being notified by Fliss Digital, the Client shall notify Fliss Digital of any Errors in the Site (or part of it). If the Client fails to notify Fliss Digital within the 30 day period, unless otherwise agreed, the Client shall be deemed to have accepted the Site (or Services) or such part of it that has been submitted for approval.

3.3 When Fliss Digital determines that the Site (or Services) is complete it shall notify the Client that it is available for review and acceptance. As soon as reasonably practicable and in any event within 30 days, of being notified by Fliss Digital, the Client shall notify Fliss Digital of any Errors in the Site (or part of it). If the Client fails to notify Fliss Digital within the 30 day period, unless otherwise agreed, the Client shall be deemed to have accepted the Site.

3.4 If the Client notifies Fliss Digital of any Errors, Fliss Digital shall endeavour to correct such Errors and the corrected version of the Site or such part of it that contained the Error shall again be submitted for approval and acceptance under clause 3.2 which shall apply. This process shall continue until the Client confirms its approval of the Site or work required provided always that the changes notified by the Client are within the scope of work detailed in the Proposal or Work Agreement. It is common practice to have two (2) rounds of amendments and reviews (within 30 days) with a client, before final sign off - further amendments may result in additional billable time.

3.5 Where however there are no Errors but Client notifies Fliss Digital of additional changes or modifications that it requires to be made to the Site or the work which has been submitted for approval under clause 3.2 and 3.3 and such changes or modifications are outside the scope of work detailed in the Specification or Work Agreement then Fliss Digital shall be entitled to make an additional charge for such work in line with the agreed rates which it shall notify to the Client. Where the Client is not prepared to pay the additional charges then Fliss Digital is under no obligation to perform the additional changes or modifications requested by the Client and shall not be in breach of the Agreement for failing to do so.

3.6 The Client acknowledges that requests for Additional Services may impact any estimated delivery dates and Fliss Digital is entitled to adjust any estimated delivery dates further to accommodate the Client's requests.

3.7 Where Fliss Digital is unable to correct any Errors notified by the Client it shall refund to the Client the line itemed Fees outlined in the Proposal for the defective component only.

Where Fliss Digital makes a refund to the Client in accordance with this clause 3.7 it shall have no further liability to the Client in respect of such Errors.

3.8 If any Errors result from a defect which is caused by an act or omission of the Client, and through no fault of Fliss Digital then the work submitted for approval or the Site (if applicable) shall be deemed to have been accepted for the purposes of clause 3.2. Fliss Digital shall provide assistance reasonably requested by the Client in remedying any such defect by supplying Additional Services or products but reserves the right to charge the Client for such Additional Services or products at its then current prices and fees and which the Client shall pay. Where the Client is not prepared to pay then Fliss Digital is under no obligation to provide further assistance.

3.9 Any dates and times as set out in the Proposal, Work Agreement or in any other document, email or discussion between the parties are estimates only and time shall not be of the essence in respect of these. Fliss Digital shall not be liable for any loss, damage, cost or expense caused directly or indirectly by any delays in performance of the Services.

3.10 The Client acknowledges that Fliss Digital shall allocate time and resources to the Services on the basis of the dates and times for performance set out in the Proposal or Work Agreement. The Client accepts that its failure to promptly provide information, instructions or otherwise respond fully to communications from Fliss Digital will mean that the allocated resources are no longer available and will result in the Services having to be rescheduled which could cause significant delays to the Services and such delays may be for a longer period than the period for which the Client delayed in providing the information.

3.11 On payment of the Fees in full, Fliss Digital shall grant the Client the rights to use the Site as set out in clause 8.2.

4. CLIENT OBLIGATIONS

4.1 The Client agrees:

4.1.1 that the Agreement does not include the provision of equipment, telecommunications or other services necessary to host or access the Site and the Client is responsible for providing and maintaining suitable equipment, telecommunications and support services to facilitate access to the Site;

4.1.2 to fully cooperate with Fliss Digital in the provision of the Services and any Additional Services;

4.1.3 to keep all passwords provided by Fliss Digital which facilitates access to the Site and its configuration secret at all times;

4.1.4 not interfere or attempt to interfere with the proper working of the Site and in particular shall not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device of Fliss Digital;

4.1.5 pay the Fees for the Services and any other sums due to Fliss Digital in accordance with the Agreement and invoice;

4.1.6 only use the Site subject to the terms and conditions of the licence granted to it by Fliss Digital pursuant to clause 8.2 and any applicable laws and regulations.

4.2 The Client acknowledges that Fliss Digital's ability to provide the Services and any Additional Services is dependent upon the full and timely

co-operation of the Client (which the Client agrees to provide), as well as the accuracy and completeness of the Client Content and other information provided by the Client. Therefore the Client agrees to provide complete and accurate Client Content and any other information that may be required for the Site.

4.3 Where the Client fails to provide the Client Content and/or other required information or materials or to reply to any request for information from Fliss Digital or delays in doing so Fliss Digital shall not be liable for any delay or failure on its part to perform the Services as a result and reserves the right to:

4.3.1 cease providing the Services and any Additional Services and charge for the work completed to date and any wasted expenditure incurred by Fliss Digital as a result of the unexpected delay to the work including but not limited to the cost of unused time slots pre-allocated to the Services and Additional Services; or

4.3.2 change the Proposal to account for the lack of information in which case any resulting change to the Fees shall be borne by the Client.

5. SITE CONTENT

5.1 The Client shall be responsible for any Client Content it submits to Fliss Digital for inclusion on the Site and shall obtain all necessary permissions and authorities in respect of any Client Content before submitting such materials to Fliss Digital.

5.2 Fliss Digital reserves the right to refuse to handle in any way, any Client Content which may be deemed offensive, illegal or in any way controversial.

5.3 Fliss Digital reserves the right to remove any content from the Site where it reasonably suspects such content infringes any applicable laws, regulations or third party rights (such as material which is offensive, defamatory or in breach of any third party IPRs).

5.4 The Client acknowledges that Fliss Digital has no control over any content placed on the Site by visitors to the Site and does not purport to monitor or moderate the content of the Site.

5.5 The Client shall indemnify and hold harmless Fliss Digital at all times from and against all claims, demands, costs (including legal costs on a full indemnity basis) expenses, losses and liabilities any costs and liabilities incurred by Fliss Digital as a result of Fliss Digital's use of the Client Content including any third party claim arising out of the Client Content. For the purposes of this clause 5.5 'Client Content' takes the definition as defined within this Agreement.

6. PAYMENT

6.1 Prior to commencement of the Services, Fliss Digital may require the Client to pay a Deposit for the Services in accordance with Part 3.

6.2 The Fees for the Services are specified in the Proposal.

6.3 The Client acknowledges and agrees that:

6.3.1 Fees within the Proposal and/or Work Agreement are fixed Fees for the Services defined in the Proposal or Specification;

6.3.2 Fees have been based on the Proposal. On the basis of the initial understanding of the scope of the work detailed in the Proposal or Work Agreement and that the scope of work may change as the Client's understanding of its own requirements changes.

6.4 Where the Client requires further amendments to Site (or Services) which are not specified in a Specification or requires Additional Services or where the Client delays in providing any information required by Fliss Digital or fails to perform any of the Client's obligations under the Agreement. In such circumstances Fliss Digital shall provide a Fee quote to the Client for prior approval of the additional charges to be incurred and which shall be added to the Fees due.

6.5 Where the Client requests Additional Services Fliss Digital shall provide a Fee quote for the Client to review.

6.6 Fliss Digital shall invoice the Client in accordance with and to include any stage payments specified in the Proposal and Invoice. Unless agreed otherwise in the Proposal or Work Agreement, where stage payments are agreed the final payment shall be due on completion of the Site or Services (or Marketing campaign launch).

6.7 The Client shall pay the Additional Services Fees to Fliss Digital 30 days following delivery of Fliss Digital's invoice.

6.8 All Fees and other charges are exclusive of Value Added Tax and any similar taxes, unless specified. All such taxes are payable by the Client.

6.9 If the Client fails to make any payment within 60 days to Fliss Digital whether under the Agreement or any other agreement between the parties, then without affecting any other rights which Fliss Digital may have it shall be entitled to:

6.9.1 suspend performance of all or any of the Services and/or Additional Services including removing the Site until paid; and /or

6.9.2 retain any deposit already paid by the Client.

6.10 Pending payment to Fliss Digital in full of all sums due from the Client, Fliss Digital will reserve possession of any documents and title to any aspect of the Services and Site that would otherwise be the property of the Client.

6.11 The time of payment of the Fees (or any part thereof) and any charges for Overruns or Additional Services shall be on 30 day terms.

6.12 If Fliss Digital becomes entitled to terminate the Agreement under Clause 14, all and any sums then due to it will immediately become payable in full by the Client.

7. WARRANTIES

7.1 Each party warrants to the other:

7.1.1 that it has the full right, power and authority to enter into and perform the Agreement and has not entered into any arrangement which in any way conflicts with the Agreement or inhibits, restricts or impairs its ability to perform its obligations under the Agreement .

7.1.2 that it has sufficient rights (including IPR) in the items to be delivered under the Agreement to enable the rights set out in the Agreement to be enjoyed and the various obligations to be fulfilled and that it has obtained and will maintain and renew, as appropriate, all necessary licences,

authorisations and consents which are necessary for the full implementation of the Agreement.

7.2 The Client warrants that the Client Content is adequate to enable Fliss Digital to carry out its obligations under the Agreement and acknowledges that unless expressly provided for in the Proposal Fliss Digital accepts no responsibility for and will not incur any liability in respect of the Client Content.

7.3 Where the Client has not instructed Fliss Digital to source Hosting Services, the Client warrants that it has sufficient resources, expertise and financial resources to host the Site in the manner recommended by Fliss Digital.

7.4 Fliss Digital makes no warranty as to the quality, stability or reliability of, nor does it accept any liability for, any third party software, plug ins, content management systems (CMS), application programming interfaces (API)s, or other third party provided code (whether open source or otherwise) on the Site for any purpose whether provided by Fliss Digital or otherwise. The Client acknowledges that Fliss Digital is unable to control changes or other modifications that may be made to third party software by the relevant third party provider after the date upon which it is installed on the Site and therefore this is provided at the Client's own risk other than required by law.

8. IPR & LICENCES

8.1 The copyright and all other IPRs in any methodologies and technologies provided by Fliss Digital for the Site and Services shall remain vested in Fliss Digital or its licensors.

8.2 Subject to compliance by the Client with the Agreement and payment of the Fees and charges for any Additional Services, Fliss Digital hereby grants the Client a royalty-free, worldwide, non-exclusive perpetual licence to use the Site in its business.

8.3 Fliss Digital waives any moral rights as defined in sections 77 to 83 of the Copyright, Designs and Patents Act 1988 subsisting in any copyright work created for the Client under the Agreement.

8.4 Nothing in the Agreement shall be taken to prevent Fliss Digital from using any expertise acquired or developed during the performance of the Agreement in the provision of services for other companies or on its own behalf.

8.5 None of the rights or licences granted by Fliss Digital to the Client are sub licensable by the Client.

8.6 No licence or other right is given to access, copy or make any use of the source code to the Site. The Client shall not, and shall not permit any third party to, reverse engineer, translate, disassemble, hack, decompile, modify, prepare derivative works based on, or copy or exploit the Site, except to the extent expressly permitted by applicable law. Breach of this clause shall constitute a material breach of the Agreement.

8.7 In the event that Fliss Digital ceases to exist the Client shall be automatically assigned shared IPR ownership of any source code or technology used within the Site where Fliss Digital was the IPR owner.

9. SUPPORT & MAINTENANCE

Unless specifically agreed in a Proposal or Work Agreement, Fliss Digital shall not provide support or maintenance services to the Client. Where such services form part of the Proposal or Work Agreement, they shall be provided by Fliss Digital subject to a separate ongoing agreement, outlined in a proposal, concerning such services.

10. LIMITATION OF LIABILITY

10.1 Subject to clause 10.4 Fliss Digital's liability for any claims arising out of or in connection with the Agreement, the Site, the Services and any Additional Services, however arising shall be limited to £1,000.

10.2 Notwithstanding any other provision of the Agreement, but subject to clause 10.4, Fliss Digital shall have no liability however arising out of or in connection with the Agreement, the Site, the Services and/or the Additional Services for any claim arising out of a claim against the Client by a third party.

10.3 The term 'however arising' in clause 10.2 covers all causes and actions giving rise to Fliss Digital's liability arising out of or in connection with the Agreement, the Site, the Services and/or the Additional Services including (i) any misrepresentation at any time, negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise; (ii) whether arising under any indemnity; or (iii) whether caused by any total or partial failure or delay in supply of the or Services or Additional Services or defective Services or Additional Services.

10.4 The exclusions and limitations of liability contained in the Agreement shall apply regardless of whether the loss or damage was foreseeable or whether the Client notifies Fliss Digital of the possibility of any greater loss or damage but no such exclusion or limitation shall apply to the extent prohibited or limited by law and in particular nothing in the Agreement shall affect liability:

10.4.1 for death or personal injury caused by negligence to the extent prohibited by the Unfair Contract Terms Act 1977;

10.4.2 for fraudulent misrepresentation or other fraud; or

10.4.3 for any breach of any obligations implied by the Supply of Goods and Services Act 1982;

10.5 Except where the Services are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions, terms and liabilities express or implied, statutory or otherwise, on the part of Fliss Digital, in respect of compliance with descriptions, the quality or the fitness for purpose of the Services and Additional Services which are not expressly set out in the Agreement are excluded except to the extent such exclusion is prohibited or limited by law.

11. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its obligations under the Agreement to the extent that this failure or delay is the result of any cause or circumstance beyond the reasonable control of that party including acts of god, war, civil commotion or industrial dispute and that failure could not have reasonably been prevented or overcome. If either party is prevented from performing its obligations for a period exceeding three (3) months due to Force Majeure then the other party may terminate the Agreement on one (1) month's written

notice.

12. CONFIDENTIALITY AND DATA

12.1 During the term of the Agreement and for five (5) years thereafter, each party will treat as confidential all information that it obtains concerning, but not limited to, the business, finances, technology and affairs of the other, ('Confidential Information'). More information regarding a Non-Disclosure Agreement (NDA), or confidentiality agreement, can be found in Fliss Digital's [Privacy Policy](#), and requested via email.

12.2 Each of the parties will use at least the same degree of care (and not less than a reasonable degree of care) it uses to prevent the disclosure of its own confidential information of like importance, to prevent the disclosure of Confidential Information of the other party.

12.3 Each party will promptly notify the other party of any actual or suspected misuse or unauthorised disclosure of the other party's Confidential Information.

12.4 The provisions of this clause 12 shall cease to apply to: (i) information that has come into the public domain other than by breach of this clause or breach of any other duty of confidence; (ii) information that is obtained from a third party without breach of this clause or breach of any other duty of confidence; and (iii) information that is required to be disclosed by a regulatory or government body or court of competent jurisdiction with power to compel the disclosure.

12.5 Each party will comply with its obligations pursuant to the Data Protection Act 1998 ("DPA").

12.6 Where Fliss Digital is required to process personal data (as defined in the DPA) of the Client, its employees, customers or other persons including site visitors ('Personal Data') as part of its obligations under the Agreement, the parties agree that for the purposes of the DPA, the Client shall be the Data Controller and Fliss Digital shall be the Data Processor.

12.7 Fliss Digital agrees that it shall:

12.7.1 only process Personal Data to the extent, and in such a manner, as is necessary for the purposes of the Services and only act in accordance with the Client's lawful instructions in respect of Personal Data; and

12.7.2 comply with the DPA, GDPR and all relevant industry codes of practice and guidelines in relation to the confidentiality and processing of the Data ("DPA Rules").

12.8 The Client agrees it shall obtain all necessary consents from site visitors and its employees, clients and any other third parties before allowing any processing of Personal Data by Fliss Digital.

13. TERMINATION

13.1 Fliss Digital shall have the right to terminate the Agreement immediately on written notice to the Client:

13.1.1 if the Client commits any material breach of the terms of the Agreement (including failure to pay any invoice due to Fliss Digital) which, in the case of a breach capable of remedy, is not remedied within thirty (30) days of service of a notice specifying the breach and stating the intention to terminate the Agreement if not remedied;

13.1.2 if the Client holds any meeting with or proposes to enter into or has proposed to it any arrangement or composition with its creditors (including any voluntary arrangement as described in the Insolvency Act 1986); has a receiver, administrator, or other encumbrancer take possession of, or appointed over, or has any distress, execution or other process levied or enforced (and not discharged within 7 days) upon the whole or substantially all of its assets; or ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

13.1.3 if the Client (or any individual employed by or otherwise related to or acting on behalf of the Client) behaves in a manner which Fliss Digital deems (in its absolute discretion) to be threatening, abusive or otherwise inappropriate; or if Fliss Digital determines (in its absolute discretion) that its relationship with the Client has broken down to the extent that it is no longer tenable for Fliss Digital to continue providing the Services.

13.2 The Client shall have the right to terminate the Agreement immediately on written notice to Fliss Digital if Fliss Digital:

13.2.1 materially fails to provide all (or a substantial part) of the Services in accordance with the Agreement, the Client shall promptly notify Fliss

Digital of such failure in writing and on receipt of such notice, Fliss Digital shall have a period of 30 days in which to remedy the failure. If the material failure is not remedied within the 30 day period, the Client shall have the right to terminate the Agreement on written notice to Fliss Digital; or 13.2.2 holds any meeting with or proposes to enter into or has proposed to it any arrangement or composition with its creditors (including any voluntary arrangement as described in the Insolvency Act 1986); has a receiver, administrator, or other encumbrancer take possession of, or appointed over, or has any distress, execution or other process levied or enforced (and not discharged within 7 days) upon the whole or substantially all of its assets; or ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

13.2.3 if Fliss Digital (or any individual employed by or otherwise related to or acting on behalf of Fliss Digital) behaves in a manner which the Client deems (in its absolute discretion) to be threatening, abusive or otherwise inappropriate.

13.3 In the event that Fliss Digital materially fails to provide part of the Services in accordance with the Agreement, the Client shall promptly notify Fliss Digital in writing of such failure and on receipt of such notice, Fliss Digital shall have a period of 30 days to remedy the failure.

If the material failure is not remedied within such 30 day period, the Client shall have the right to terminate that part of the Services to which the material failure relates. In the event of such termination, the unaffected part of the Services shall continue in full force and effect.

13.4 Where Fliss Digital is not in breach of the Agreement then the Client shall have the right to terminate the Agreement at any time following approval and acceptance of the Proposal or Work Agreement by the Client with 3 months written notice subject to the Client paying all Fees that are then due and which would have fallen due if the Agreement had continued and the Services had been performed.

14. CONSEQUENCES OF TERMINATION

Termination by the Client

14.1 On termination of the Agreement by the Client pursuant to clauses 14.2 or 13.4 above.

14.1.1 the licences granted by Fliss Digital under the Agreement shall terminate immediately;

14.1.2 Fliss Digital shall return the Client Content to the Client, and shall provide to the Client an electronic copy of the Site (including all content on the Site); and

14.1.3 the Client's further use of the Site following termination shall be subject to the licence granted in clause 8.2 and all other relevant terms of the Agreement ;

14.1.4 Fliss Digital shall provide such assistance as is reasonably requested by the Client to transfer the Site to another provider of hosting services selected by the Client, subject to the payment of Fliss Digital's expenses reasonably incurred in relation to such transfer. The Client acknowledges that Fliss Digital shall need to modify the Site and this may have an impact on the functionality of the Site.

14.2 On termination by the Client of part of the Services pursuant to clause 13.3, only that part of the Agreement which deals with the effected part of the Services shall be terminated and the rest of the Agreement shall continue in full force and effect.

Termination by Fliss Digital

14.3 On termination of the Agreement by Fliss Digital pursuant to clause 13.1:

14.3.1 the licences granted by Fliss Digital to the Client under the Agreement shall terminate immediately;

14.4 the Client shall cease all use of the Site.

14.4.1 Subject to clause 6.10 upon the termination (for whatever reason) of the Agreement , each party shall return to the other all licensed materials and Confidential Information, (and all copies), of the other party or if requested by the other party, shall destroy them.

14.5 Upon termination of the Agreement for any reason, the Client shall pay the Fees for all Services and any charges for Additional Services provided by Fliss Digital up to the date of termination.

14.6 Termination or expiry of the Agreement shall be without prejudice to any rights, liabilities or remedies of a party accrued before termination

(including payment to Fliss Digital for all work done before termination is effective), nor shall it affect any provision of the Agreement which is expressly intended to come into or continue in force after termination or expiry.

14.7 Fliss Digital reserves the right to terminate any digital marketing or web design Services with thirty (30) days written notice, for any appropriate reason and at any time, if business circumstances change.

15. ACCREDITATION

The Client agrees that it shall allow Fliss Digital to include a credit on the Site which states 'Web Design by Fliss Digital' (or similar). The Client shall not attempt to remove this credit. The design of this credit link shall be prior approved by the Client.

16. SUB-CONTRACT

16.1 The Client agrees that Fliss Digital may delegate or sub-contract the provision of some or any of the Services to such third parties as it deems fit without the Client's consent, but with the Clients knowledge.

16.2 Notwithstanding such delegation or sub-contracting Fliss Digital shall remain responsible for ensuring that the Services are performed in accordance with the Agreement.

16.1 Nothing in the Agreement shall be deemed to create a partnership or joint venture or contract of employment of any kind between the parties nor shall it be deemed to grant any authority not expressly set out in the Agreement or create any agency between the parties.

16.2 Each party confirms that the Agreement sets out the entire agreement and understanding between the parties and that it supersedes all previous agreements, arrangements and understandings between them relating to the subject matter of the Agreement. In the event of a conflict between the Specification the Proposal or Work Agreement and these terms and conditions the Specification or Work Agreement shall prevail.

16.3 Each party confirms that it has not relied upon any statement, representation or understanding that is not an express term of the Agreement and shall not have any remedy in respect of any statement,

representation or understanding which is not an express term unless made fraudulently.

16.4 No failure or delay by any party in exercising any right, power or remedy under the Agreement will operate as a waiver of that or any other right, power or remedy, nor will any single or partial exercise by either party of any right, power or remedy preclude any further exercise of any other right, power or remedy.

16.5 To the extent that any provision of the Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, then that provision shall be deemed not to be a part of the Agreement, and it shall not affect the validity, lawfulness or enforceability of the remainder of the Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

16.6 Any times, dates or periods specified in the Agreement may be extended or altered by agreement in writing between the parties. However, time shall not be of the essence, except where it is expressly stated to apply.

16.7 Nothing in the Agreement shall create or confer any rights or other benefits, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, in favour of any person other than the parties to the Agreement.

16.8 Each party shall, at the cost and expense of the other party, use all reasonable endeavours to do all such further acts and things and execute or procure the execution of all such other documents as that party may from time to time reasonably require, for the purpose of giving that party the full benefit of the assets, rights and benefits to be transferred to the other party under the Agreement.

16.9 Each party shall not be entitled to assign, transfer, charge or licence the whole or any part of its rights and/or obligations under the Agreement to any third party without consent of the other party.

16.10 The Agreement shall be construed in accordance with the laws of England and the parties agree that courts of England and Wales shall have exclusive jurisdiction in respect of all disputes and claims arising out or in connection with it.

16.11 The rights and remedies of the parties under the Agreement are cumulative and in addition to any rights and remedies provided by law. Any variation to the Agreement must be in writing and agreed by the parties. The Agreement may be executed in counterpart.

16.12 Any notice given under the Agreement shall be in writing and may be served by leaving it at, or by sending it by pre-paid first class post or recorded delivery to, the intended recipient's address or by sending it as an attachment by electronic mail to the intended recipient's email address.

16.13 The address of a party for service of notices is the address set out in the Proposal or such other address as a party may designate by notice given in accordance with this clause. A notice is deemed to be received when left at the recipient's address or, if sent by pre-paid first class post or recorded delivery, 48 hours from the date of posting, or if sent by email shall be deemed to have been received at the time of sending, provided that if it is not sent within business hours (meaning between 9.00am and 5.00pm on a Business Day) it shall be deemed to be received when business hours next commence. In proving the time of sending, it is sufficient to prove that the notice was duly sent by electronic mail to the email address of the party.

17. GENERAL

18.1 ADDITIONAL CLAUSES

18.1 Notwithstanding any other provision in these terms and conditions:

18.1.1 the Client may terminate the Agreement by giving written notice to Fliss Digital, such notice to expire on the day which is 30 days after the date of the Agreement.

18.1.2 any notice given pursuant to clause 18.1.1 shall only be effective if, upon expiry of the notice, the Client has made payment of all Fees due to Fliss Digital on or before the expiry of the notice (including any deposit payable and all monthly payments).

18.1.3 upon termination of the Agreement pursuant to clause 18.1.1:

(a) no refund of any Fees paid to Fliss Digital shall be due to the Client;

(b) the provisions of clause 14.5 shall not apply;
(c) all copyright and IPRs in the Site owned by Fliss Digital shall be the property of the Client and Fliss Digital hereby assigns all such IPRs to the Client.

18.1.4 the Client shall provide to Fliss Digital such analysis and statistics regarding performance of the Site as is reasonably requested by Fliss Digital including:

- (a) details of revenue changes and profitability changes comparing performance prior to and following performance of the Services (or any part of them) including financial analysis and sales percentage information;
- (b) return on investment calculations regarding revenue and profitability of the Site comparative to the Fees payable under the Agreement;
- (c) Google Analytics data reports;
- (d) SEO software data reports.

18.1.5 Fliss Digital shall be entitled to use and publicise information and data provided by the Client pursuant to clause 18.1.4 including for marketing and business development purposes.

18.1.6 The Client shall participate in, and provide, reviews/testimonials for Fliss Digital upon reasonable request for its own reasonable marketing activities.

18.1.7 The Client shall include a link to the Fliss Digital website www.flissdigital.co.uk in the footer of the Site, in line with Clause 15.

18.1.8 Fliss Digital may include a link to the Site in the Clients/Projects portfolio section of Fliss Digital's website.

18.1.9 In the event of any circumstance or business ownership change, dissolution or sale; Fliss Digital hereby take full responsibility to provide entire website ownership and/or related digital marketing accounts (and IPR) to the client, and will ensure an appropriate handover to a qualified agency, team or consultancy of equivalent professionalism or experience is in place.

(Updated March 2026)