



e: support@designsosimple.co.uk  
w: www.designsosimple.co.uk

## Terms of Business

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### Important

Please read this document.

Set out below are the terms of business for **The Big Ideas Business Ltd, trading as DesignSoSimple** and [www.designsosimple.co.uk](http://www.designsosimple.co.uk) and they contain certain matters affecting rights and liabilities and you are advised to read them.

ALL BUSINESS CONDUCTED FOR NEW AND ON-GOING ORDERS ARE ACCEPTED SUBJECT TO THESE TERMS OF BUSINESS BEING ACCEPTED BY THE CLIENT.

### Definition

- THE AGENCY is The Big Ideas Business Ltd, trading as DesignSoSimple and [www.designsosimple.co.uk](http://www.designsosimple.co.uk)
- THE CLIENT is the person(s) or business to whom this document is addressed and who is authorised to accept the terms and any offer contained herein.
- THE SUBSCRIBER is the person(s), business, or Client, (other than the Agency) authorised to manage, operate, edit, update and add content to your website.
- THE CONTRACT means any quotation, verbal agreement or signed contract or estimate of the Agency any order accepted by the Client and these Terms.
- CLIENT PROPERTY means the Client's original artwork samples, software files or any other materials supplied to the Agency.
- INTELLECTUAL PROPERTY RIGHTS means all patents trade and service marks registered and unregistered designs, copyright, knowhow, confidential information, trade or business names, applications for the foregoing and any other similar protected rights.
- PRODUCTS AND SERVICES means the products and or services supplied under the Contract.
- THIRD PARTY CREATIVE WORKS means photography, illustrations, digital code, or other contracted third party suppliers.

### 1. Terms

The Agency is only prepared to do work on these conditions and they shall apply in all cases. No one has authority to alter, vary or amend them verbally.

The Director of the Agency can alter, vary or add to them in writing and such document, to be of any effect, must be signed by the Director of the Agency and/or published on our website. These Terms shall apply to all orders placed by the Client with the Agency and shall supersede any previously published terms and conditions of business and shall override any terms and conditions stipulated, incorporated or referred to by the Client in its order or negotiations (unless otherwise expressly agreed in writing by a Director of the Agency). Copies and updates to our Terms can be sourced from our website, or will either be emailed or posted to you.

### 2. Proofs

2.1 Proofs of work may be submitted for Client's approval and the Agency shall incur no liability for any errors not corrected by the Client in proofs so submitted. If, due to the time-scale necessitated by the job, the Client is unable or unavailable to check proofs, then the Agency cannot be held responsible for any errors and omissions.

2.2 The Client is ultimately responsible for checking proofs for any errors or omissions in design work however produced. Visual representation or design work will be provided to the best of our ability. However, accuracy in colour representation and paper stocks, texture and other physical characteristics are governed by suppliers and by the final production process. Therefore all proofs and visuals supplied to the Client are representative only and are not to be taken as the finished item. The Agency will not be responsible for the cost of rectifying, or the consequences of any errors other than those notified by the Client to the Agency in writing, prior to such authority to proceed.

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### 3. Delivery and Payment

3.1 Delivery of work shall be accepted when tendered and thereupon or if earlier, on notification that the work has been completed as originally briefed by the client, an invoice shall be raised and any outstanding payments shall become due on completion unless otherwise agreed in writing. In certain circumstances, where the Agency so desires, payment for work due to be carried out will be on a Pro Forma basis in part or full payment. This will be made clear on the relevant estimate relating to the job. Payment for additional work requested may also be added to this invoice.

3.2 All prices quoted, estimated and advertised are excluding VAT, which will be added where applicable.

3.3 Payments should be paid online via payment details supplied on our invoice into the Agency's bank account. We accept payments in GBP sterling only. Payments made by cheque, cash or foreign currency may incur additional charges.

3.4 No refunds can be offered for completed and delivered solutions and services, except if the Agency fails to answer the Client's brief properly, or if any elements do not work properly and we have not been able to fix the problem. No refunds can be offered for advanced payments once work commences on a project or one of its parts, unless agreed by an Agency Director. No refunds are given for annual website hosting, plugins, widgets, apps, email, SSL, or any other digital goods and services, even if the Client decides to terminate his business with us part way through the agreed term with The Agency.

3.5 Unless otherwise specified the price quoted includes delivery of the work to the Client's address as set out in the estimate. A charge may be made to cover any extra costs involved for delivery to a different address.

3.6 Should work be delayed by the Client at any stage of the production, the Agency shall:

- i) not be responsible for meeting the quoted deadline for delivery of work and
- ii) charge for any additional costs involved.

3.7 Should work be suspended at the request of, or delayed through any fault of the Client for a period of 15 days the Agency shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs, including storage to date. If a job is subsequently cancelled, a cancellation fee may be charged to the Client, the amount at the discretion of the Agency to cover losses.

3.8 After an initial contact with the Client, the Agency will produce an estimate or quote for the Client, which will itemise all costs to be incurred. The estimate or quote will be as accurate as possible and will be valid for the period stated on the estimate. Client's approval (written or oral) will constitute an agreement between us. Once work has been commenced the Client shall be liable to pay for any work, designs, creative time, artwork and ideas produced or commissioned by the Agency as detailed on the estimate/quote. Designs requested, commissioned and begun are to be paid for in full, regardless if the client decides that part of the original order is no longer needed. THE AGENCY DOES NOT PRODUCE DESIGN OR CONCEPT WORK SPECULATIVELY UNLESS AGREED IN WRITING PRIOR TO COMMENCEMENT.

3.9 Extensive projects and/or those requiring a significant proportion of bought out costs will be invoiced in stages and which at the discretion of the Agency may be charged in advance.

3.10 If the Client does not respond to submitted work, or notify the Agency of any changes within 15 business days of submission, the project shall be deemed to have been accepted the Client and will be invoiced.

3.11 If applicable, the Agency shall notify the Client of their credit limit from time to time. In the event that this limit is exceeded, a sum may be required to be paid on account representing the value of any additional Services required and may, at the Agency's option, suspend performance of the services until such further sums are paid.

3.12 The Client shall be liable to pay interest on the overdue amounts at an annual rate of 5% above the prevailing base rate of Lloyds TSB Bank. Such interest shall accrue on a daily

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basis from the date on which payment becomes overdue until the date payment is received for the full overdue amount together with any accrued interest.

3.13 The Agency shall have the right, at their option, to suspend performance of the Services until the Client has paid all outstanding amounts together with all accrued interest due.

3.14 The Client shall be liable for the Agency's incidental costs for collection and recovery of amounts due.

3.15 The Agency reserves the right to add a £10 fee to each invoice in respect of administration.

### 4. Agency Rates

The Agency works on the basis of an hourly rate of £25 per hour or £200 a day. It is assumed that a day is normally 8 hours. The Agency however, reserve the right to charge additional fees for work which incur rush charges, for unsociable hours, working weekends or bank holidays and for all additional costs through no fault of the Agency and outside of any existing agreements due to client insistence. Any additional developer website coding work will be quoted as and if required.

### 5. Ownership

Ownership of work and materials 'approved' by and delivered to the Client from the Agency, only passes to the Client for the exclusive use of the named Client and only for usage as agreed when commissioned and only once the Client has paid all amounts due to the Agency in respect of that work, or other materials, goods and services. Any unpaid, or unapproved (or rejected) work submitted to the Client is not included and the Intellectual Property Rights and shall remain the property of the Agency. The Client shall have the right to use approved designs, images and artwork royalty free for the purposes for which they were commissioned once payment has been made, but any unauthorised use may result in further charges becoming payable by the Client to the Agency or any third-party's commissioned who may have a claim. Any Intellectual Property Rights offered by the Agency only pass to the client

on full payment of an invoice, but excludes any third-party suppliers claims to any part of the work. The Agency unreservedly reserves the right to showcase and use any designs created, as the project creator for self-promotional marketing purposes. All work is evaluated on a case-by-case basis. Where the Agency has commissioned photography, illustration, digital media apps/themes/coding, or any other items etc originated by Third Party is sold under license for usage as agreed and quoted for and unless otherwise confirmed in writing, the Intellectual Property Rights shall remain the property of the originator. Transfer of websites to other web designers hosting solutions on termination of services between the Agency and the Client will incur an administration fee depending on the level of work required, but we cannot be responsible of any aspect that does not work as a result of the transfer, or payment for applications, features, plugins and widget may that may require additional payment as a result of having to reinstall and re-register these items on another hosting solution.

### 6. Limitations of use

The Agency shall be indemnified by the Client in respect of any claims, costs and expenses; arising out of breaches of copyright, the use or misuse of any music, copy, images, film or video (digital or print) material supplied by the Client, for which the Client only has limited use under license from the originator, or may contain elements, subjects, or people that the Client knowingly or unknowingly does not have permission to use or publish. It is the Client's responsibility to ensure that all material used in print, broadcast, digital, print media or any other media produced by the Agency is legal (in any country where it may be viewed) and that they have all the correct permissions to use it.

As policy, the Agency does not build or host websites whose contents contain or are used to publish or distribute pornographic material, or other material that might be deemed at the Agency's discretion to being used to incite hate of any group or individuals, neither shall our digital media be used to publicise, recruit, sell products or raise funds for illegal acts, for or on behalf of any illegal or terrorist organisations/ individuals. Any breach of this may result in you

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will be asked to remove the offending material and if not done then The Agency may remove it without further warning. Persistent offending may result in the immediate termination of contract, hosting, website and email accounts with no refund.

### 7. Claims

Except in exceptional circumstances where the Agency has made an error on work or invoices, the Client must raise any query in writing via email to the Agency within 2 business days of receipt of the item, otherwise the work or invoice shall be deemed correct and payment will be due on the agreed date, or in accordance with any other trading terms otherwise agreed in writing. Advice of non-delivery, damage, delay or partial loss of goods in transit will be given via email to the Agency within 2 clear days of delivery (or, delivery date in the case of non-delivery) and any claim in respect thereof must be made in writing to the Agency and the carrier within 7 days of delivery (or in the case of non-delivery, within 30 days of dispatch). All other claims must be made in writing to the Agency within 14 days.

### 8. Supply of good, services, digital and print media, design and coding from the Agency and other third party sources.

Agency created and/or third-party creative work/property, applications and media (for example, illustration, photography, library images, website, digital code, software, web applications, widgets, plugins, digital code, print and digital design & artwork, etc) Intellectual Property Rights remain the property of the "originator", unless otherwise stated and agreed by the originator in writing through the Agency. Any Intellectual Property Rights offered to the client only apply to the finished and approved item for production and publishing and do not apply to previously shown but rejected designs, visuals, ideas, or work supplied by the Agency or a Third-Party.

The Agency will state in the initial quote the number of designs, concepts and work that will be generated. If the Client rejects any of these concepts/work and requests further concepts and additional work, or requests work outside

of the agreed quoted brief, then any additional costs and time may be charged to the Client at the discretion of the Agency. Once initial designs are submitted for Client review a Client may make two sets of 'minor' amendments to a design. However, while the Agency always try to help the Client with further small amends (at the discretion of the Agency) for no charge where possible, but the number of Client changes is not unlimited and any amends or additional designs may be charged for, again at the discretion of the Agency.

### 9. Supply of websites

DesignSoSimple provides you with access to its website and Services (as defined below) allowing you to manage and edit your websites.

#### 9.1 ACCEPTANCE OF TERMS OF SERVICE.

As a precondition and requirement to use the Services available via DesignSoSimple.co.uk, you, for yourself and for the company or other person(s), if any, you represent ("Subscriber" or "Subscribers", as applicable), hereby accept and agree to be legally bound by these Terms of Service ("Terms").

These Terms are effective immediately between the Subscriber and The Big Ideas Business Ltd t/a DesignSoSimple.co.uk, its subsidiaries and affiliates ("DesignSoSimple"). Each Subscriber is subject to these Terms, and by using DesignSoSimple's services, network and/or systems as more accurately described in DesignSoSimple's websites (collectively the "Services"), Subscriber agrees to be legally bound by and subject to all terms and conditions contained in these Terms, including as well all usage policies and other policies herein. To the extent not inconsistent therewith, these Terms are also incorporated into the individual service agreement, if any, of each Subscriber.

Subscriber represents and warrants that, if an individual, Subscriber is at least 18 years old and otherwise legally competent in all respects to, or, if an entity, Subscriber is a corporation, limited liability company, partnership, or other legal entity duly formed and in good standing, as applicable, and possesses all legal authority and

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power to accept and be bound by these Terms.

Additionally, subscriber represents and warrants that neither it, she, or he (as applicable), nor any entity it, she or he represents, is prohibited under any part of these Terms from registering or signing up with or otherwise subscribing to or receiving any of the Services from DesignSoSimple.

Further, Subscriber represents and warrants all information provided by Subscriber to DesignSoSimple has been and is complete, accurate, and current, and that Subscriber shall continue to provide complete, accurate and current information to DesignSoSimple in connection with all registration or renewal processes and further agrees to update all such information as necessary to maintain complete, accurate and current information. Although subscribers of paid services that may be offered by DesignSoSimple must be at least 18 years of age and otherwise legally competent to accept and be legally bound by these Terms, a parent or legal guardian of a minor may obtain an account on the minor's behalf, and by doing so, consents to such minor's use of the Services. Subscribing parents and legal guardians each for herself or himself, as applicable, accept and agree to be legally bound by these Terms, and assume full responsibility and liability associated with any failure of compliance with the Terms in connection with said minor's use of any of the Services.

DesignSoSimple intends to provide the best possible website design, creation and management service to each of its Subscribers. Due to constantly changing technologies and laws, the individual and collective needs of our Subscribers, DesignSoSimple reserves the right, in its sole discretion, to change, modify, add or remove all or any part of these Terms at any time with or without notice. Subscribers may view the most current version of these Terms at <https://designsosimple.co.uk/terms-of-business.html>. Any use of the Services by Subscriber, after changes, modifications, additions or deletions to these Terms are posted on the designsosimple.co.uk website and/or by email and shall constitute Subscriber's acceptance of all such changes, additions, modifications or deletions. If a Subscriber does not agree to any

such alterations to these Terms, the Subscriber's sole and exclusive remedy is to cancel the Subscriber's account as set forth in SECTION 9.5 below.

Subscriber hereby acknowledges and agrees that Subscriber's use of its domain name is also subject to the policies of the internet register governing bodies, such as ICANN and NOMINET, etc.

### 9.2 PROPRIETARY RIGHTS.

These Terms do not give Subscriber any rights to DesignSoSimple or its Third Party Partners intellectual property or technology. DesignSoSimple and related trademarks and logos are the exclusive property of DesignSoSimple. DesignSoSimple and Subscriber agree that neither will, directly or indirectly, reverse engineer or decompile object code or execution code nor otherwise seek to obtain source code or trade secrets of the other party. Notwithstanding the foregoing, nothing herein shall bar DesignSoSimple from using any knowledge, information or skills that are generally known or that can be learned or otherwise acquired in the normal course of business. User License. Subject to the terms and conditions of this Agreement, DesignSoSimple hereby grants Subscriber a non-exclusive license, without rights to sublicense, to access and use the Services solely for the purpose of managing their professional HTML websites supplied and hosted by the Agency, subject to and in accordance with these Terms. The subscriber is allowed to access the websites created by the Agency using the Services and the materials contained therein.

### Proprietary Third Party Content.

DesignSoSimple may provide to the users content which is subject to proprietary rights of third parties such as; software/web applications, website Content Management Systems (CMS) for the purpose of website editing, images, video, fonts, graphical items, audio files, digital code, apps, widgets and plugins, etc. (the "Proprietary Third Party Content"). You hereby acknowledge and agree that DesignSoSimple shall have the right at its sole and exclusive discretion and at any time, to: (a) remove and/or disable such Proprietary Third Party

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Content; and (b) demand that you immediately remove such Proprietary Third Party Content from your websites created or published using the Services, or added independently by you or someone acting on your behalf using login details supplied by you. Failing to obey to such remove/disable instructions, within no later than 24 hours from DesignSoSimple notice, DesignSoSimple shall have the right to disable and/or delete such Proprietary Third Party Content from the User's website. In such case, you hereby agree and understand that DesignSoSimple; shall not have any liability, or responsible for or repairing any negative effects to the website caused by this and that you or anyone working or acting on your behalf shall not be entitled to any reimbursement or indemnification. Any costs, time or repairs caused by this shall charged to the Client.

**Third-Party Content Restrictions.** (a) any duplication, distribution, modification, sub-licensing, reproduction, transferring, creating of derivative works from, selling or other use of the Third Party Content, except as specifically provided and allowed by DesignSoSimple is forbidden (b) any action of reverse engineering, decompiling or disassembling of any Third Party Content in a manner that enables Users to download such Third Party Content is forbidden.

**License to DesignSoSimple.** DesignSoSimple claims no ownership interest in the content of Subscriber's web site(s) supplied by the Client and any Subscriber. By submitting content and data to DesignSoSimple, Subscriber grants to DesignSoSimple, its successors and assigns, the worldwide, royalty-free, and non-exclusive license under Subscriber's copyrights and other rights, if any, in all material and content displayed in Subscriber's web site to use, distribute, display, reproduce, and create derivative works from such material in any and all media, in order to maintain such content on DesignSoSimple servers and Services during the term of these Terms. Subscriber also authorises the downloading and printing of such material, or any portion thereof, by end-users for their personal use. This license shall terminate upon Subscriber's cancellation of the Services.

### 9.3 SECURITY AND OWNERSHIP.

**Site Security and Updates.** DesignSoSimple uses

sophisticated Third-Party means of security in connection with the Services. Notwithstanding the foregoing, it is exclusively Subscriber's obligation to; maintain, control and keep secret passwords and login details to Subscriber's website(s). The Client/Subscriber is exclusively responsible for all activities and any Agency costs caused as result that occur in connection with Subscriber's username, password, and registered domain name(s), as well as any and all code, scripts or programs added to the account by the Subscriber, authorised users and unauthorised access using the Subscribers login details. Subscriber agrees to immediately notify DesignSoSimple of any unauthorised uses of the Service or any other breaches of security. It is exclusively the Subscriber's responsibility to update and secure any added programs or scripts. Subscriber's failure to update and secure any programs or scripts may result in DesignSoSimple either updating the programs and scripts or suspending your account services until they are updated. DesignSoSimple will not be liable for any loss or damages of any kind, under any legal theory, caused by Subscriber's failure to comply with any of the foregoing security obligations or caused by any person to whom Subscriber grants access to Subscriber's Services, or due to any updates performed by DesignSoSimple pursuant to the terms of this section.

**Ownership.** By accessing DesignSoSimple's system, registering, or using any of the services provided by DesignSoSimple, the Subscriber, or any other person so accessing, registering or using, hereby represents and warrants that the information provided in connection with said registration, including as well information concerning ownership of websites and accounts, is true, accurate, and complete in each material detail. Any disputes arising regarding the ownership of a website created, or hosted by DesignSoSimple are subject to the terms and conditions of these Terms.

### 9.4 AUTOMATIC RENEWAL

DesignSoSimple will have the right, but not the obligation, to automatically renew the applicable Service(s) of each Subscriber for a renewal period that will equal the duration of the then-current subscription period for such Service.

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When such automatic renewal occurs, DesignSoSimple will automatically invoice the Client/Subscriber in advance the applicable fees, which are required to be paid in advance, but no later than the due date.

This automatic renewal mechanism may (but not necessarily will) be implemented by DesignSoSimple, in its sole discretion, except where expressly stated otherwise in these Terms and except where termination notice has been duly and timely provided by Subscriber with respect to the Service in question DesignSoSimple (at billing@designsosimple.co.uk).

As an illustration only, if the original subscription period for a Service is 12 months, then absent any termination notice that has been duly and timely provided by Subscriber with respect to the Service in question DesignSoSimple (email support@designsosimple.co.uk), the subscription period will be automatically renewed for additional 12 months, and so forth, and Client/Subscriber will be automatically invoiced in the above fashion and payment due in advance, but no later than the due date stated on the invoice.

In order to ensure continued provision of the applicable Service, DesignSoSimple shall have the right, but not the obligation, to charge Subscriber for the imminent renewal period up to 4 weeks before such renewal period starts.

In the event of failure to collect the fees owed by the Client/Subscriber, DesignSoSimple shall have the right, but not the obligation, to retry to collect these fees subsequently and/or suspend or cancel Subscriber's user account, with no further notice required.

Notwithstanding anything to the contrary in these Terms, the sole responsibility to ensure and maintain successful renewal of the Services solely lies with Client/Subscriber. Consequently, Client/Subscriber alone shall be responsible with respect to any discontinuation of any Services for any reason whatsoever.

Subscriber further waives and releases DesignSoSimple from any claims against

DesignSoSimple in connection with the discontinuation of any Services or any third party Services, for whatever reason.

In the event the Client/Subscriber has purchased services from third parties (either supplied directly from the Agency or other sources) relating to the Services, such services may not be applicable once the the Agency's Services are terminated or discontinued. Further, Client/Subscriber must be aware that in the event Client/Subscriber has purchased such services directly from third-party service provider its Subscriber's sole responsibility to notify such third party service provider of termination or discontinuation of said services and any payment in connection with said services shall be in Subscriber's sole responsibility.

### 9.5 TERMINATION

A subscriber may request to terminate his, her or its user account and/or any Services at any time by providing termination notice to DesignSoSimple (at billing@designsosimple.co.uk). Such termination shall take effect on the date and time on which Subscriber has completed the termination process on the Services by receiving a confirmation email from DesignSoSimple.

However, in order to avoid the next automatic renewal and respective charge, the termination request should be made at least 45 days prior to the expiration of the then-current subscription period.

### 9.6 DESIGN, BUILD AND IMPLEMENTATION OF WEBSITES, WEB HOSTING AND DIGITAL MEDIA AND DIGITAL CODE:

9.6.1 Copyright for the Wordpress platform and editing Content Management System (CMS) software, the add-on Apps and themes are owned by the originating developer/s (not the Agency) and supplied under license (one license per website) to the Agency for the Agency's Clients website domain built and hosted by the Agency, for usage agreed and are may not be transferable to another hosting solution. The License Granted is subject to the provisions of

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this Agreement; for the single website domain it was originally built for and the Client may not offer the CMS system, apps, or template theme/s for resale.

In the case of Paid-for websites the Agency, does allow for transfer of website files to another suppliers hosting solution upon termination of our contract, but any plugin's, widgets, themes, software, application and any add-ons including the website CMS, may require re-installing, re-registering and additional third-party payment for Paid-for applications, which were previously licenced by the Agency for your use on the Agency's own hosting solution. Agency costs for transfer of any files and administration shall be charged at our normal hourly rate and invoiced and paid by the Client in advance.

9.6.2 All images, software or code and data bought outright by us on your behalf with copyright included (subject to the originators Third-Party copyright terms and agreed usage rights), or supplied by you, remain your property at all times.

9.6.3 Wherever possible, the Agency will always try to recommend website templates and apps that are desktop, mobile and tablet responsive. However if the client wants to add a specific compatible add-on feature, which may not "mobile and tablet responsive" (which is where a page automatically reformats the desktop browser website pages and apps to give the user a better viewing experience compatible with mobile phones and tablets), or is untested as compatible with the Wordpress platform or CMS, then any additional agency or developer work to make it work on desktop, tablet or mobile breakpoints (if possible) is chargeable to the client. Mobile responsive website templates and apps are developed to adapt to the average screen sizes of the most widely used mobile and tablet browsers (as dictated by the originating developer), we cannot be responsible for any changes to the way content flows or renders for every different manufactured device and screen size variation.

9.6.4 Occasionally some functionality can be affected by changes and upgrades to third-party; mobile technology, software apps and Content Management System, which is out

of our control. Where possible and within our control, we will always endeavour to put this right and our developers are constantly upgrading templates and apps, but sometimes it can take a little time to source and then fix the issue and we cannot always guarantee how long this may take. Some developer support for apps and templates may be chargeable, except if a bug is found on the website, application or operating code.

9.6.5 We offer a FREE one-off website tutorial to learn how to edit your website, by arrangement at our office, either onsite at your place of work if within a 15 mile radius of Barnstaple (chargeable if further, unless otherwise agreed in writing by the Agency), or via Skype, plus FREE email technical support during normal UK office hours (9am to 5pm, Monday to Friday) and we aim to respond within 24 hours. However, we will always try and assist the Client if you are having difficulty understanding, or struggling to edit something. Onsite face-to-face training (outside of the 15 mile radius of Barnstaple) is chargeable at our normal hourly rate for our time, travel and expenses.

9.6.6 Annual hosting and any associated subscription costs are fixed for a 12 month periods, but renewal cost may be subject to change due to increases in our hosting suppliers fees, in such cases we will give you 45 days notice of any changes prior to your renewal date.

9.6.7 The Client should ensure that files, images and digital data uploaded should be of a reasonable size compatible with hosting & website usage and individual image files should be compressed using image compression software, like PhotoShop, otherwise large image files may negatively affect the speed, performance and SEO ranking for the relevant website page. We may ask you to optimise your images and files if we think they are too large, or may offer to do this for you for an additional charge.

9.6.8 Additional plugins are charged to you at the cost price to us, plus a set-up fee at at our normal hourly rate and any currency exchange banking fees charged to us. We do this because we believe in only charging for the work WE

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ACTUALLY DO and not for the work others do. We think that is a that's a more ethical way to do business and this way, we can ensure that you won't have a reason to add your own additional plugins which may conflict with or break the website.

For this reason the Agency does NOT allow the Client or Subscribers to add Plugins, widgets, software or code without the Agency's written permission and will be considered as a misuse of our services and a breach of Terms of business. Should you the Client, anyone authorised by you the Client/Subsriber, or anyone logging in using any Client/Subsriber login details add your own plugins, widgets, software applications or code, you do so at your own risk and ANY additional costs and time created to fix any issues as a result, will be chargeable to the Client.

9.6.9 Technical support via email to support@designsosimple.co.uk is FREE for all website technical issues, with the exception of any added 3rd party applications, plugins and widgets purchased and/or controlled directly by the Client on the third-party app control panel, in this case, you should contact your relevant third-party supplier directly for help (or we can act on your behalf, but this may be chargeable depending on the terms agreed by us).

9.6.8 For any other issues, please contact our Customer Support by emailing support@designsosimple.co.uk. where we aim to respond to any technical support email issues within 24 hours (during normal UK office hours). Occasionally some more complicated issues may take longer than expected to put right, although you can be reassured that we will be working hard to come up with a solution quickly and we will otherwise keep you informed. Due to some time differences for plugin developers working overseas, there may be a little delay in responding to queries.

### 10. Liability

10.1 The Agency shall not be liable for any loss to the Client arising from; unavoidable delays in the production, breaks in website service due to breakdown in service beyond our control but will endeavour to fix issues as quickly as possible

(or give you an alternative solution), or delays in transit not caused by the Agency.

Standard material, design, artwork and display materials owned by the Agency and used by it in production shall remain its exclusive property. Such items when supplied by the Client shall remain the Client's property. If the Client supplies any artwork, illustration, images, mailing lists or defines any part of a project undertaken with the Agency, the Agency relies upon the Client to ensure and the Client warrants that the use of such material is legal, and does not infringe any copyright, spamming regulations or unauthorised use of data/lists, trademark or other intellectual property rights. The Client will indemnify the Agency in respect of the consequences of any such infringement.

10.2 Additional plugins are charged to you at the cost price to us, plus a set-up fee at at our normal hourly rate and any currency exchange banking fees charged to us. We do this because we believe in only charging for the work WE ACTUALLY DO and not for the work others do. We think that is a that's a more ethical way to do business and this way, we can ensure that you won't have a reason to add your own additional plugins which may conflict or break the website.

For this reason the Agency does NOT allow the Client or Subscribers to add Plugins, widgets, software or code without the Agency's written permission and will be considered as a misuse of our services and a breach of Terms of business. Should you the Client, anyone authorised by you the Client/Subsriber, or anyone logging in using any Client/Subsriber login details add your own plugins, widgets, software applications or code, you do so at your own risk and ANY additional costs and time created to fix any issues as a result, will be chargeable to the Client.

### 11. Client's Property

11.1 Client's property and all property supplied to the Agency by or on behalf of the Client shall, while it is in the possession of the Agency or in transit to or from the Client, be deemed at the Client's risk unless otherwise agreed in writing and the Client should insure accordingly.

The Big Ideas Business Ltd  
t/as DesignSoSimple

Director: David Nute

Registered Address: as above  
Registered in England: 07301681

VAT No. GB 298940636000



e: support@designsosimple.co.uk  
w: www.designsosimple.co.uk

## Terms of Business

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11.2 The Agency shall be entitled to make a reasonable charge for the storage or any Client's property left with the Agency before receipt of the order or after notification to the Client of completion of the work.

### 12. Supplied Printed and Digital Matter

In the case of Client supplied artwork, it is the Clients responsibility to ensure that their supplied artwork is of a print or digital ready quality suitable for the print or digital process being used. The Agency cannot take responsibility for the quality of any finished print or digital material, originating from Client supplied artwork. Any changes to supplied artwork at the request of the Client, to bring their artwork up to a suitable quality required for the print or digital process, is chargeable to the Client at our normal hourly rate of £25 per hour, plus any costs for additional PDF printing proofs for client approval.

### 13. Media Buying

Where media is booked by the Agency on behalf of the Client the terms and conditions of the media supplier and, where appropriate, media broker shall apply. The Agency cannot be held responsible for deviations from specified times, placements and/or positions of advertisement made by media suppliers. Charges made by media suppliers for late booking and/or cancellations will be marked-up and charged on to the Client.

### 14. Advertising Standards

Both parties shall comply with the British Codes of Advertising and Sales Promotion (see ASA, Advertising Standards Authority) and other relevant codes of advertising laid down whether on a statutory or a self-regulatory basis.

### 15. Data Protection

Each party shall ensure that any mailing list or customer database supplied to the other party shall comply with the requirements of all legislation in force from time to time including, without limitation, the Data Protection Act, (as replaced, modified, or re-enacted from time-to-time) and that each party shall comply with the relevant obligations of the GDPR Data Protection

Act and any other laws required by UK, EU and other countries the Client is operating in. It is the Clients responsibility to ensure that any and all regulations are kept up to date. Please see our Privacy Policy (go to <https://designsosimple.co.uk/privacy-policy.html> ).

### 16. Overtime

Estimates are based on a reasonable time schedule and may be revised to take into consideration "Priority Scheduling" requests requiring overtime, weekends and unsocialable hours. Knowledge of Client deadlines is essential to provide an accurate estimate.

### 17. Illegal Matter

17.1 The Agency shall not be required to produce matter that in their opinion is, or may be of an illegal, or defamatory nature, or an infringement of the proprietary or other rights of any third party.

17.2 The Agency shall be indemnified by the Client in respect of any claims, costs and expenses arising out of any defamatory matter or any infringement of copyright, spamming regulations or unauthorised use of data/lists, patent or of any other proprietary or personal rights contained in any material produced for the Client.

17.3 Images supplied by the Client for use in a design project or other commissioned work are assumed to be the property of the client or the client has permission to use the image(s), and all other supplied material. The Agency will not be responsible for any copyright or trademark infringement caused by the client and the Client shall indemnify the Agency against any and all litigation.

### 18. Termination

Either party may terminate the business arrangement forthwith by giving notice in writing (via email) if the other party:

18.1 Commits a material or persistent breach(es) of any of these Terms and in the case of a breach or breaches capable of remedy, fails to remedy such breach within 30 days of receipt of written notice giving full particulars of the

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breach(es), requesting that it is remedied.

18.2 Becomes insolvent, enters into liquidation or bankruptcy, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditor or takes or suffers any similar action in consequence of its dept or

18.3 Ceases, or threatens to cease, to carry on business. Termination of the business arrangement for any reason shall not affect any rights, duties or responsibilities accrued to the parties prior to such termination. Upon such termination, the Client shall pay all sums due in respect of services performed and expenditure incurred (or committed to) by the Agency up to and including the effective date of termination. If it is cancelled without due notice being given, a cancellation fee will be charged to the client. Survival of obligations on termination. Clauses relating to copyright and other intellectual property rights, ownership and custody of material, confidential information, warranties and indemnities, non-solicitation and notices shall survive beyond termination.

18.4 Termination of websites supplied and hosted by the Agency require 45 days notice in advance from the Client prior to any hosting or app renewal dates supplied by us (See section "9.5 Termination" for further applicable terms regarding website termination). Any additional expenses to the Agency for hosting and apps, etc, caused by a delay less than the required notice, will still be chargeable to the Client, even if they no longer using services provided by the Agency.

### 19. Force Majeure

If due to war, strikes, industrial action short of a strike, import or export embargo, lockouts, accidents, fire, blockade, import or export embargo, flood, natural catastrophes or other obstacles over which the Agency has no control, the Agency fails to perform any of its obligations under this Agreement, the Agency shall not be held responsible for any loss or damage which may be incurred as a result of such failure. Should the event of Force Majeure continue for longer than one month, the party adversely affected shall have the option of terminating

this Agreement immediately without further liability other than such liabilities as have already accrued when the Term ends.

### 20. Notices

20.1 Any notice from recognised authorised person(s), invoice or other communication which either party is required by this Agreement to serve on the other party shall be sufficiently served if sent to the other party at its address in the contract/order form, email, or such other address as is notified to the other party in writing, as follows: by email; by hand; by registered or first class post or recorded delivery; or by facsimile transmission confirmed by registered or first class post or recorded delivery. Notices sent by registered post or recorded delivery shall be deemed to be served three (3) working days following the day of posting.

20.2 Notices sent by email or facsimile transmission shall be deemed to be served on the day of transmission if transmitted before 4.00 pm on a working day, but otherwise on the next following working day. In all other cases, notices are deemed to be served on the day when they are actually received.

### 21. Waiver

No whole or partial waiver of any breach of this Agreement shall be held to be a waiver of any other or any subsequent breach. The whole or partial failure of either Client or Agency to enforce at any time the provisions of this Agreement shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part of it or the right of either party to enforce subsequently each and every provision.

### 22. Non-solicitation

The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organisation or otherwise and whether directly or indirectly during or for a period of 3 months from the end of the Term solicit or entice away or attempt to solicit or entice away (or authorise the taking of any such action by any other person) any executive of the other party who

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has worked on any project at any time during the last 12 months of the Term.

### 23. Severance

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

### 24. Changes to Terms of Business and Terms of Use

The Agency reserves the right to amend annual renewal prices and any terms and conditions of use at any time and without the Client approval, giving the Client the notice of any changes prior to renewal. The Agency will where possible inform its Clients about changes in the terms and conditions in advance, providing at least 60 days notice of any changes, where possible. However this does not apply to third-party

claims beyond our control. Changes to the terms and conditions will be effective immediately upon the posting of the revised terms on the Agency's website. Depending on the nature of the change, the Agency will inform the Client of changes by email, via the valid email address supplied by the Client. The changes count as approved, in the case where the Client does not dispute them and reply within 10 business days of the date they were sent. In any event, by continuing to use of the Agency's services following any changes, the Client will be deemed to have agreed to the announced changes. In case of the Clients irrecognisable disagreement with the changes, the Agency reserves the right to terminate business with the Client if a compromise cannot be reached.

### 24. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with United Kingdom law and you hereby submit to the exclusive jurisdiction of United Kingdom courts.