



## Terms & Conditions - Issued April 2022 - Page 1

### 1. Scope

These terms and conditions apply to the supply of services and products by Hunter Bevan Ltd, a company registered in England and Wales No. 3819273 (hereinafter referred to as 'Hunter Bevan' or 'us' or 'we') whose registered office address is The Studio, Mountain View, Knockin, Shropshire SY10 8HU, United Kingdom, and whose trading address is Unit 15, Artillery Business Park, Oswestry, Shropshire SY1 4AD, United Kingdom. These terms shall apply to all transactions unless agreed otherwise in writing by a director of the company. We assert our intellectual property rights in all instances of our company name, trading styles and logos. This document is to be viewed by all involved parties as a binding and insoluble contract in agreement of the terms stated below. Services and products supplied by Hunter Bevan may refer to services and products undertaken and delivered by directly employed full-time and part-time employees, sub-contractors and freelancers who may from time to time deliver services on our behalf under our trading name and as representatives of the company. The term 'client' refers to any individual, sole trader, partnership, company, charity, organisation or any other legal entity to whom we supply services or products at the request of that entity or its representative.

### 2. Office Hours and contacting us

Hunter Bevan's normal office hours during which you may expect a response to enquiries are 09:00 to 17:00 GMT/BST Monday to Friday. You may contact us by post at The Studio, Mountain View, Knockin, Shropshire SY10 8HU, UK, or Unit 15, Artillery Business Park, Oswestry, Shropshire SY11 4AD, UK, by email at: post@hunterbevan.co.uk or the email address of the person you wish to contact or by telephone on +44 (0) 1691 682566.

### 3. Instructions to proceed with work

We accept verbal or written instruction to proceed with a project. Written instruction may be by hand, by letter, by email or by other digital communication including via social media channels.

### 4. Purchase orders

Clients should supply us with a purchase order number if that is their organisation's policy. We understand that sometimes a purchase order may need to be raised by a client after completion of the work for clients' own internal accounting and purchasing procedures if that work is needed urgently, before an order number can be raised, or if the value of the project is deemed not to justify the administration time in raising a purchase order prior to carrying out the work. Clients must therefore indemnify us against any risk of non-payment due to a purchase order not being raised prior to work being commenced or delivered.

### 5. Acceptance of instructions to proceed with work

We accept orders and instructions on the basis that those instructing us do so as principals and the organisations they represent are liable directly to us for payment of our account. Any individual instructing us to proceed with the provision of services or products to themselves or acting on behalf of a client must be authorised to do so by the individual, organisation or legal entity they represent. The client agrees to pay us for any work requested and carried out on their behalf, such as for printing or any other goods procured on their behalf, including any markup added to supply those goods, for services supplied, such as consultancy, creative work or website development work, or any other services provided, and for expenses incurred in the provision of those goods or services, having acted in good faith following instructions from an individual or a person employed by or sub-contracted by that organisation to carry out work, even if it is later revealed that they were not authorised to order the work.

### 6. Provision of materials and digital files

Clients agree to provide us with copy, content, photographs, imagery, information and other files we require to create work requested in a timely manner. We accept no responsibility for the content of your published material or for published material not being completed by a specific date if we are unable to secure necessary and/or suitable information and/or materials from you. Where you supply information, materials or digital files we will take every care to secure the best results in the finished product, but we accept no responsibility or liability for imperfect work caused by the unsuitability of any digital files or materials so specified or supplied. Clients undertake to indemnify us against any claim for the use of any logo, trademark, photograph, illustration, copy or other imagery that has been incorporated into the client's work at their request.

### 7. Adequacy of instructions

We provide services and goods only in the basis that those instructing us give us proper, timely and necessary instructions (including all documents and digital files required) to enable us to undertake the work instructed effectively and lawfully, and that those instructing us indemnify us accordingly.

### 8. Work ordered without an estimate or quotation being requested

If a client requests work without asking for an estimate or a quotation, the client agrees that they will be charged at a standard hourly rate, which may be varied at our discretion depending on the type of work and by whom it is

delivered on our behalf, for work undertaken or time taken to carry out the requested task. We charge a minimum of quarter of an hour's time for any request undertaken, which may include the supply of existing files for work previously completed as this takes time to retrieve from our archive and send.

### 9. Proof approval for digital and printed work

We will provide a proof as a digital file by email, a printed proof from a laser copier, or a proof via an online proofing system or other digital media system, for your approval before any work will be printed or published digitally on your behalf or supplied to you for your own use in printing or publication via electronic media. Printed proofs at concept stage through to approval are charged for and a quotation will be given on request. Proofs are intended for approval of design, layout and content only, and not for colour match, quality of reproduction or to be representative of the finished printed product. If we are providing you with artwork only and not handling printing on your behalf, or we are supplying digital files only, the proof will be for approval of design, layout and content only, and not for colour match, or quality of reproduction via digital media. Should you wish to approve colour match or finished printing quality you must request a press proof or other colour matched proof which will incur additional costs, which you agree to pay, and which will be quoted for at the time. By approving a proof, you absolve Hunter Bevan of any liability for any errors, discrepancies or omissions which may be present on the proof. Changes you may wish to make after approval of a proof may incur additional costs of which we will inform you at the time. Work will not be printed, published in digital form, or supplied to you, or to a third party, without approval of a proof. We will accept approval of proofs by email, in writing, by signing a printed proof or by accepting a proof within an online proofing system.

### 10. Supply of printing

**10.1 Quantity supplied.** Where we are asked to procure and supply printing on your behalf every effort is made to produce the exact quantity of items ordered. However, some variation is inherent in the printing process and so you accept that minor variations in quantity are possible and these will be reflected in a reduction of the price charged if below the quantity ordered - up to five per cent margins being allowed for shortage.

**10.2 Claims for non-delivery, loss or damage in transit.** Advice of delay, damage or partial loss of goods in transit, or non-delivery must be reported within three days of the delivery date. Hunter Bevan shall not be liable in respect of any claim for damage or non-delivery. We will liaise with the printing supplier and carrier on your behalf to endeavour to secure an acceptable outcome. To assist us in this we request that you mark delivery notes as 'unchecked' and should outer packaging be damaged you retain this and photograph any damage prior to unpacking the goods so that we may submit this to our suppliers as evidence of the damage. Damaged or imperfect goods will be collected and returned to the supplier for examination.

**10.3 Quality.** Should there be a problem with quality of printing then this must be raised within seven days of the date of our invoice. Complaints or disputes raised after that time will not be accepted as they will be outside the terms under which we may raise claims with our sub-contract printing suppliers. It is therefore imperative that you contact us immediately should there be any problem with printed products and that you check samples of the printed product immediately on receipt even if it not intended to be used immediately. Imperfect goods will be collected and returned to the supplier for examination.

**10.4 Plates and other materials used in the printing process.** All materials and consumables used in the printing production process remain the property of the supplier and will be disposed of or recycled upon completion of the job. Printing plates are no longer held for future use.

### 11. Provision of websites, online development and digital marketing services

**11.1 Website development and population.** All estimates will be for the provision of a working website to the agreed specification in the estimate, using a content management system to enable the client to fully populate the site with their own text, information, imagery and content. We will include a basic level of population to demonstrate and prove the functionality of the website, not full population of the website prior to launch. Additional work requested, further content population or further functionality added after the initial estimate will be subject to further cost.

**11.2 Domain name registration.** Domain names will be registered to the client through our preferred registrars with Hunter Bevan being the technical, administration and billing contact. Should the client request that a domain name registered on their behalf by us is transferred to another registrar/ supplier a release fee of £40.00 will be charged to cover our administration costs in doing so. Domain names are registered for a period of 2 years at a time and are charged in advance at a fee of £45 for 2 years for .co.uk and £55 for 2 years for .com domains. We will provide a quotation for other domain suffixes and geographical domain suffixes. We may require that domain privacy is subscribed to at an additional cost of £15 for each 2 year period in addition to your domain registration, to avoid unwanted sales calls, and to protect your personal data.



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**11.3 Website and email hosting.** Clients' websites are hosted on managed servers in the UK unless otherwise stated at the time of arranging your hosting. Our standard website hosting charge is £200 per annum plus VAT which is chargeable in advance. We may vary this charge depending on bandwidth required and for e-commerce sites, sites with significant download or upload requirements or sites with significant video content not delivered by a third party streaming server, and we will quote separately for those requirements. Should we not administer your domain and we request changes to the domain management such as DNS A records etc., to enable us to upgrade or modify the site's hosting, security or firewall provision, the client agrees to undertake changes requested by us by the deadline given to avoid possible vulnerability to the website or server. Failure to do so will be deemed as a breach of this agreement and the hosting will be terminated with no refund. All hosting packages are non-refundable. Annual website hosting will be renewed automatically without prior notice, as part of the initial contract, on the anniversary of the hosting provision, to provide continuity of service. If invoices for hosting, security products and updates or website development work become overdue or are unpaid, we reserve the right to immediately remove the website without further notice to the client and the client agrees to indemnify us against any loss or damage as a result of their website not being available as a result of non-payment of hosting or development fees.

**11.4 Cancellation of website and/or email hosting.** If clients wish to cancel their hosting renewal this must be done in writing by giving us at least one full calendar month's notice before renewal is due, otherwise all charges will become payable for the ensuing 12 months' hosting. All hosting packages are non-refundable. If a new website is built for you by another supplier, and a domain under your control is pointed or re-directed to that new website without informing us that you no longer require our hosting services, all charges will become payable for the remaining hosting period on our server and each ensuing 12 months' hosting in advance, until we are notified that you wish to cancel your hosting with us as the site on our servers will still be hosted and using our resources unless you inform us that it is no longer required, even though it may no longer be publicly visible. Should you wish to move your site to an alternative hosting company or to move a site to us, a charge will be made for moving the relevant databases and site files and for testing the site functionality after the move. In the absence of any other estimate for the work, this fee will be charged at £240.00.

**11.5 Website and email performance.** Hunter Bevan take no responsibility for the content of emails you may send, intentionally or inadvertently, via our servers, including any attachments, viruses or malware. Hunter Bevan take no responsibility for any loss of business through non-retrieval of emails, bounced messages or undelivered electronic mail. We cannot guarantee that any level of business will be generated through a website, e-commerce site or an email marketing campaign.

**11.6 Malware, hacking and malicious attacks.** Clients agree to indemnify Hunter Bevan against any loss or damage incurred as a result of a website being hacked, under malware attack or any such third party intervention out of our control.

**11.7 SSL Certificates.** All sites hosted on our servers will be required to have an SSL certificate installed annually at an additional cost of £85 per annum, payable in advance.

**11.8 Search Engine Optimisation (SEO).** Websites are delivered with an SEO plugin installed to enable clients to undertake on-site SEO. Search Engine Optimisation work is not included within estimates for website development. We will quote for provision of on-site SEO and Pay-per-click campaigns at an additional cost if required.

**11.9 Approval of design and layout.** Should changes in the design or layout of a website be requested during build after the initial concepts have been approved, these will be charged for in addition to the original estimate.

**11.10 Compatibility.** As technology is continually advancing, we build websites that are optimised for current web browsers and desktop and mobile devices. We cannot be held liable for the failure of a website to display correctly on older Internet Explorer versions, and other older browsers, or on future browsers which may be released after the launch of the website. It is the client's responsibility to make us aware if the website needs to work on older browsers if this is important to the functionality of the site, although this may affect responsive features on more recent browsers.

**11.11 Third Party Plugins, widgets and other licenced add-ons.** Some websites may incorporate third party add-ons such as plugins and widgets to provide specific functionality. Some of these may be available free of charge while others may require a one-off or an annual licence fee. We will quote for any licence fees required and will invoice these to the client at a cost and date of renewal to be agreed at the time and pay these on behalf of the client to the software provider. Should a third party plugin, widget or add-on become

obsolete, or be subject to a change to the licensing agreement or fees, we will make the client aware of this and provide a recommendation for an alternative solution, along with any cost to implement that solution, or inform the client of any change in the licensing agreement conditions or fees.

**11.12 Warranty.** Any website or software development provided by Hunter Bevan proving to be faulty or defective will be repaired/replaced free of charge to the working standard equivalent to launch. We cannot be held responsible for failure of any Open Source software, widgets or plugins from third parties, or that these will continue to be available or supported by the Open Source developer community. Clients agree to indemnify us against any claim for loss or damage due to such defects, bugs, or withdrawal or changes to licensing agreements for third party software.

### General Terms and Conditions

#### 12. Copyright and Intellectual Property

We accept material for printing or publication either physically or electronically on the basis that those submitting the material are responsible for ensuring it is free from defamatory matter and does not infringe copyright or any other third party rights, and that those instructing us indemnify us accordingly from any claim which arises regarding the use of material with which you supply us.

Copyright © and all Intellectual Property rights, including, but not limited to, initial and ongoing concepts, preliminary design and sketches, creative design work, written copy, photography and finished artwork produced by Hunter Bevan's employees and sub-contractors remains the property of Hunter Bevan Ltd unless agreed otherwise in writing. On completion of the project, the copyright in only the final design/artwork supplied to the client, printed as a finished product, or published as digital artwork or as a website design, will pass to the client, and then only upon full and final settlement of all outstanding monies due for the project.

On internet or e-mail broadcast related projects, this excludes any standard website disclaimer statements or generic content that we may provide on the basis that they are generic and may apply to all or many websites, such as a privacy policy or disclaimer. You may at any time in the future transfer maintenance of a website to another developer other than ourselves, retain use of the coding for the website and modify it. However, neither you nor another developer working on your behalf may copy any of the coding and use it for another website. We will retain the intellectual property rights on the coding used for the site, including all systems, unless these are Open Source applications which have been incorporated into the site.

We reserve the right to use any artwork, website design, digital marketing design or printed matter we produce on clients' behalf for the purposes of promoting our services unless you request otherwise in writing when ordering work. We reserve the right to incorporate our imprint, including imagery as hallmark icons and website/contact details on printed work and within the design of websites we develop (with a link to our company website) to identify work that we have produced and to promote Hunter Bevan.

Clients undertake to indemnify us against any claim for the use of any logo, trademark, photograph, illustration, copy or other imagery that has been incorporated into the client's work at their request, and examples, images or photographs of that work have been used by Hunter Bevan in promoting our services in print or electronically in a website or e-mail broadcast if the client has not requested in writing that we do not use their work to promote Hunter Bevan.

We reserve the right to incorporate our imprint, including imagery as hallmark icons and website/contact details on printed work and within the design of websites we develop (with a link to our company website) to identify work that we have produced and to promote Hunter Bevan.

#### 13. Illegal matter

Hunter Bevan reserves the right not to publish or print any matter deemed illegal, libellous or offensive, or which may be an infringement of the proprietary or other rights of any third party. This agreement indemnifies us in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed or published electronically or otherwise for the client. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

#### 14. Fee structure and estimates

Our fees to you are based on standard hourly rates which we will quote to you on commencement of your project or in an estimate for the work. We reserve the right to amend these rates at any time and will inform you of any change. Rates may be varied depending on the work carried out and we will identify any such variation in your estimate for a particular project. In the absence of an estimate being requested, our standard hourly rates per hour will be charged for creative and website development work and for consultancy work/principals/director's time. All prices are quoted in GBP £ Sterling. We may require overseas clients to reimburse any currency conversion charges made by our bank when receiving funds.



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### Your standard hourly rates:

Graphic design, website development, coding and general work - £80.00

Consultancy, strategy and related services - £110.00 to £140.00

Our fees and estimates exclude any outside costs and expenses incurred (for example: travel, photography, stock imagery, delivery and couriers). Mileage may be charged for attendance at meetings at a rate of 45p per mile.

Our minimum charge is quarter of an hour of time plus VAT. We record time spent on each element of a project in quarter hour blocks. This provides us with detailed job progress information and a transparent approach to invoicing. Work requested over and above that detailed in any estimate will be charged extra. All prices estimated are based on our previous experience of similar work. Estimates for design and coding work are valid for thirty (30) days, and estimates for printing or sub-contracted work are valid for ten (10) days due to material cost fluctuations, after which time proposed work may need to be re-estimated. We take no responsibility for a re-estimated price differing from an original estimate.

We will provide you with an estimated timescale for progress and completion of work if you request this, and will use our reasonable endeavours to meet those timescales (as long as you perform your obligations promptly). Any quoted dates or times are our best estimates only and we cannot guarantee that they will be met.

Amendments to agreed concept layouts and requests for additional work after approval of the concept may incur additional cost. Any work outside an agreed list of deliverables, in the absence of a quote or due to author's changes is charged at our standard hourly rate. Should authors' amendments requested exceed our estimated time for the project (normally including two stages of reasonable content amendments unless otherwise stated) then these will be charged additionally at our normal artwork rates. We will make every effort to inform you of any additional cost at the time, although sometimes deadlines do not allow us the time to formally advise clients of likely additional costs.

### 15. Projects put on hold or cancelled

Projects put on hold or cancelled by the client during production will be invoiced at current stage to cover time, materials and expenses. This invoice must be paid in full together with any VAT that falls due accordingly. Where you instruct us to undertake any service, you will be responsible for our costs in providing that service whether or not it proceeds to its conclusion.

### 16. Value Added Tax

Estimates and quotations exclude Value Added Tax if applicable. VAT will be charged at the current UK H. M. Revenue & Customs rates and according to current UK and international trading regulations, irrespective of whether or not it is included in a price estimate.

### 17. Invoicing schedule

We invoice monthly for work carried out during a given month, with concept work being invoiced on instruction to proceed by the client. We charge for each element of the work as it is completed, not on completion of the project. Credit terms, once approved, are payment within 30 days from the end of the month during which goods and services are invoiced. Any queries on invoices must be raised within 14 days of the date of the invoice. We may request deposits or stage payments for certain types of work such as website development work.

### 18. Requests for copies of artwork

Labour costs for retrieval of artwork from our archives will be charged if copies of artwork are requested at a future date after delivery of the work at the end of the project, or if artwork is required to be sent to a third party after initial supply of work, for example e-mailing logos or artwork, for which a minimum quarter-hour charge is applied.

### 19. Payment

We may require payment in advance before providing any goods or services. Where we have agreed credit terms for you our invoices are due for payment within 30 days from the date of invoice. We reserve the right to charge for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

### 20. Liability

We accept no liability for loss or damage (direct, indirect consequential) including all loss of profit or business arising out of any single claim, event, or series of related claims or events (including claims based on negligence). We accept no liability whatsoever for consequential or third party losses, resulting in a delay in delivery howsoever caused.

### 21. Force Majeure

Hunter Bevan accept no responsibility if we are unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency you may, by written notice to ourselves, elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

### 22. Privacy policy and data protection

Hunter Bevan Limited will use personal information which we hold about you to provide our services and products to you, for credit control and market research purposes and to inform you about our services and products or events which we believe may be of interest to you.

We may only share your information with staff, clients, suppliers or other specialist networks with the sole purpose of completing your order or transaction, or in the promotion of our business where examples of work we have carried out for you are displayed. In order to provide services to you we may be required to pass your personal information to parties located outside of the UK or European Economic Area in countries which do not have data protection laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information. Except in the situations listed above or as required or allowed by law or other regulation, we will not pass, disclose, rent or sell your personal information (other than any personal information which is already publicly available) to any third party without your prior consent.

Any personal information that you submit to our website is similarly subject to the terms set out in this privacy policy. By submitting your personal information, you consent to becoming a registered user of our website, and to us using the details that you have provided within the terms set out in this privacy policy. We may use the information to help us understand more about how our site is used by visitors and to enhance our services to you. By submitting your personal information, you give consent for us to contact you from time to time for marketing, advertising and public relations purposes and for as long as necessary for the purposes of fulfilling our obligations to you. We may also periodically send out information updates to registered users of the Hunter Bevan website. We make every effort to ensure the security of our systems. Unfortunately, no data transference or storage can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information after we've received it, we cannot ensure or guarantee the security of the information. You have the right, by written request and on payment of a small fee, to a copy of any personal data (as defined in the Data Protection Act 1998) which we hold about you.

### 23. Customer services

If you are unhappy with any aspect of our service, please contact us. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

### 24. Insolvency

Any customer ceasing to pay their debts in the ordinary course of business or proving unable to pay their debts as they become due or, being a company, is deemed to be unable to pay its debts, or has a winding-up petition issued against it or, being a person, commits an act of bankruptcy or has a bankruptcy petition issued against it, Hunter Bevan, without prejudice to other remedies, shall (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to it, and (ii) in respect of all unpaid debts due from the customer, have a general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner as we think fit and to apply the proceeds towards such debts.

### 25. Changes to terms and conditions

We reserve the right to make changes to these terms and conditions from time to time. We will inform you of any changes made.

### 26. Acceptance of these Terms and Conditions

Placing an order for work having received these terms and conditions by email with your estimate or as a new client in our initial correspondence implies acceptance of these terms and conditions in the absence of any written form of acceptance and all terms will be binding on all contracts between us.

### 27. Jurisdiction

Contracts between us will be concluded in the English language and our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts. These terms and conditions replace all terms and conditions previously issued and were released on 25th April 2022.