



TERMS & CONDITIONS

Updated February 21st, 2023



Terms of Service

1 - Contract

1.1 These Terms apply to all orders. For purpose of definition, orders are confirmation in writing of a quote being accepted. Receipt of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract. In addition payment of your first invoice by you, constitutes your acceptance of our terms and conditions.

1.2 Your agreement and business relationship is with The Social Target Limited for the term of your project and any hosting or ongoing work thereafter. Registered address: Hermes House, Fire Fly Avenue, Swindon, Wiltshire, England, SN2 2GA. Company number: 10739514

1.3 Order details must be signed off in writing and orders are accepted subject to our right to adjust prices due to an increase in wages, taxation, production costs or other reasonable increases. The Social Target Limited will carry out work specified within the order details.

1.4 Any discounts are offered on the strict understanding that the accounts are paid by the due date. We reserve the right to invoice for any such discounts on accounts that become overdue.

2 - Invoicing and Payment Terms

2.1 Unless otherwise agreed or stipulated, our standard invoicing terms are 100% of payment due on receipt of invoice. All project invoices must be paid in full prior to go-live*. *Please note that we do everything we can to keep a project on track, content collation is often underestimated. If you are unable to provide all your content and/or feedback by the time we have finished your project, it does not mean we have not done our job. Once your project is finished and ready to go live, whether it has placeholder images or dummy text we will issue our final invoice.

2.2 The Social Target Limited do not offer credit terms. Invoices are payable on receipt of the invoice and any late payments will incur a cost of 5% per month above the Bank of England base rate. In the event of late or missed payments, The Social Target Limited reserves the right to take down any website or apps without notice.



2.3 Payment is currently acceptable by Bank Transfer. Other payment methods may be offered from time to time depending on contract terms.

2.4 Clients must raise objections to invoices within 48 hours of the date of the invoice. Any failure to object within this period is deemed as acceptance of the invoice.

3 - Project Work

3.1 Variances are defined as additional requests falling out of scope of the project brief or agreed proposal or if a sitemap, design, website or feature has been signed off and change requests are made after that point. Variances will be charged for on top of the quoted price at an hourly rate of £150 and will impact on your project timeline. (Or quoted for separately as a new job if this is expected to take more than 6 hours labour).

3.2 A project brief or scope will be agreed prior to work commencing. Clients must at their own expense supply The Social Target Limited with all necessary materials and information to provide the services laid out in the order. Alternatively, The Social Target Limited will be able to help sourcing the needed assets for an extra fee to be negotiated. We request all assets and content for a project to be supplied up front at the start of a project. The Social Target Limited cannot be held responsible for delays to a project caused by lack of necessary information, content or sign off.

3.3 We maintain the right to refuse any material which may be deemed to be offensive, abusive, indecent, defamatory, obscene, menacing or in any breach of confidence, copyright, privacy or any other right or in any way thought to be unsuitable for reproduction. We accept no responsibility for the content of a client's website, social media profiles, apps or printed material.

3.4 A project's official start date is the date of our first invoice. Estimated delivery dates are not guaranteed. We try our best to meet these deadlines, however we can not be held liable if the project is delayed due to issues beyond our control such as: delay in client passing on content to the project manager, technical issues, employee sickness, 3rd party issues, changes to the brief, force majeure.

3.5 We will offer a reasonable amount of bug fixing and support via email and telephone up to 14 days after delivery of your project. Thereafter, change requests, fixes whether bug fixes or due to misuse will be chargeable at our standard hourly rate of £150 per hour.



3.6 Your website footer will contain a discreet link back to our website. If you wish for this to be removed it must be agreed before commencement of your project and there will be a charge of £250 for the request. You also agree to The Social Target Limited to place work samples on our own website and for use in our own promotion.

4 - Website Hosting

4.1 If a client requires The Social Target Limited to purchase a domain name, that can be transferred to the client at any time upon request save for overdue accounts and The Social Target Limited does not claim IP for any domain name purchased for and on behalf of a client.

4.2 If the client has purchased the domain name you must be able to manage the DNS settings and repoint the 'A' and 'WWW' records to our web server IP address which will be provided to you. If you require assistance to do this there will be an admin charge of £50. We cannot accept responsibility for failure to repoint the domain name or being unable to work with your chosen domain host.

4.3 In the instance of website hosting, it is assumed that a website is hosted with The Social Target Limited unless otherwise agreed in advance. Our maintenance package to keep your website updated and secure on our server is mandatory along with a hosting package (prices will be agreed with your project proposal).

4.4 Website migration. Should you wish to terminate a hosting agreement it must be provided in writing in accordance with these Terms. Migration of a hosted website to an alternative host provider will incur an admin fee for preparing files and backups of the database which will be supplied on digital download. The files will be stored for a maximum of 7 days after the delivery of the digital download link. It must be noted that we cannot be held responsible for installing a website on a third party server and / or ensuring the website works on a third party server. The associated admin fee for migration will not exceed £500 and will be confirmed upon request if the occasion arises. However, where any bespoke coding has been created by The Social Target Limited, a figure will be negotiated to sell the IP of that website, app or code to a client.

4.5 Sites that we build are editable within the design, character limits and some restrictions will be in place to avoid the design 'breaking' when content changes. For all websites with Content Management Systems hosted with The Social Target Limited, editor access will be granted to the website. Requests for administrator or FTP access will be denied in all circumstances. Clients will not be given admin access, if this is a requirement then the website must be on a dedicated server and a different pricing structure will be applicable.



5 - General Terms

5.1 This agreement may be terminated by either The Social Target Limited or you providing written notice is given to the other party in a reasonable time frame of at least 30 days. Upon cancellation of any project, The Social Target Limited reserves the right to invoice for all work completed until such time. You will be liable for any third party costs incurred prior to cancellation of the contract.

5.2 Complaints must be raised in a timely and constructive manner to your project contact in writing. The Social Target Limited will endeavour to respond to and rectify any reasonable issues arising quickly and efficiently.

5.3 The Social Target Limited does not implicitly offer exclusivity to any client for their defined industry. If this is required, an acceptable fee and reasonable duration will be negotiated on a case-by-case basis.

5.4 The Social Target Limited warrants and represents to the Client that it will perform its obligations under these Terms with reasonable skill and care. Our liability for loss or damage suffered by you in respect of goods or work carried out shall be limited to the contract value of the goods. In respect of websites or apps being taken down in the event of overdue accounts, we accept no responsibility for damages (indirect or direct, loss of profits, revenue or goodwill of the client) and any claim will be void. Nothing in these terms and conditions shall affect the rights of the consumer.

5.5 We reserve the right to make changes to these Terms and any adjustments will be provided in writing to you.

5.6 In the event of any controversy or claim arising out of or relating to any provision of a contract or the breach thereof, the parties shall try to settle those conflicts amicably between themselves. Within five business days of receiving written notice from a party that a dispute exists, the parties shall meet and negotiate in good faith for a period not to exceed one business day to resolve such dispute. If good faith negotiation between the representatives does not result in resolution, each party shall nominate one representative, having a position not less than vice president or his/her designee, to participate in additional good faith negotiations (“High Level Negotiations”) within ten business days after the first negotiation. If within thirty (30) days of the start of such High-Level Negotiations there is no resolution of the dispute, the parties shall each submit a written statement within five (5) business days to a third party mediator utilising the services of a London-based mediator.



5.6 continued The parties and the mediator shall meet within five (5) business days of the written submission for a non-binding mediation session. The cost of mediation shall be shared equally by the parties. Should the parties not resolve their issues by mediation within thirty (30) days of initiation of the mediation process, the dispute shall be subject to arbitration. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be 3. The seat, or legal place, of arbitration shall be London, UK. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive English law. The arbitration award shall be final, binding and not subject to appeal and shall be enforceable in any court of competent jurisdiction. The party in whose favor the arbitration award is rendered shall be entitled to recover the cost and expenses of the arbitration panel.

5.7 This contract between ourselves, The Social Target Limited and the Client shall be governed by and construed in accordance with English Law.