

Terms and Conditions of Business

Pixagroup Ltd Version 1.0

1. Introduction

These Terms and Conditions set out the general terms under which we undertake our business. Any specific conditions relating to particular assignments will be covered in the additional Terms and Conditions contained in Appendices attached to this Agreement.

2. Fees

- a) The Client shall pay Pixagroup Ltd for the Services as set out in the attached Appendices. All payments shall be subject to Value Added Tax (VAT) where appropriate. Any general increase in fees will be notified to the Client in writing one month before the increase becomes effective.
- b) If a fee quote is inadequate, we reserve the right to notify the Client of a revised figure or range and to seek the Client's approval for any change in fees.
- c) Our fees may increase from time to time and we will inform the Client of any change and seek your confirmation prior to any increase being levied.

3. Expenses & Disbursements

All exceptional travelling, accommodation and subsistence expenses, incurred by Pixagroup Ltd during the performance of the Service, shall be reimbursed by the Client monthly in arrears. Receipts will be produced where practicable. The basis of cost of the use of motor vehicles and mileage allowance will be from either the Automobile Association/RAC or Inland Revenue published guidelines. All expenses will be added to our monthly invoice and will be payable together with the invoice.

4. Payment

- a) Payment is to be made by Bank Transfer/BACS/ Credit/Debit Card & Cheque to the nominated bank as stated in the relevant Appendix.
- b) All payments are non-refundable and cannot be used to provide cash refunds or credit notes.
- c) Pixagroup Ltd reserve the right to dictate the method of payment when it deems necessary. Payment methods accepted for recurring services are via Direct Debit (preferred, no charge), credit/debit card and by Invoice (£5.25 per month fee apply) There is also a £10 fee for any charges paid by Cheque.
- d) Any queries relating to an invoice must be made in writing within 14 days of the date of the invoice. Failure to make payment may lead to a suspension of service.
- e) If you do not accept that an invoiced fee is fair and reasonable you must notify us within 14 days of receipt, failing which you will be deemed to have accepted that payment is due.
- f) If the Client fails to make payment by the date which payment instalments are due, there will be a charge of £45 for each late payment which the Client has failed to make.
- g) Pixagroup Ltd reserves its right to charge interest on all outstanding amounts at a rate of 2% per month together with any statutory interest.
- h) Each Proportion of the Total Fee shall be payable upon achievement of the Milestone set out in the Attached Appendix which shall be invoiced.

5. Client's Obligations

- a) The Client shall provide Pixagroup Ltd with accurate and complete information in an agreed format or as stated in the Appendix for Pixagroup Ltd to complete the Service. Any information requested by

Pixagroup Ltd shall be provided within a reasonable period of time. Any delay caused by the Client may result in a delay in completing the Service.

- b) The Client shall ensure that it has secured the necessary authorisations or licenses for the use of any information, material, systems or otherwise by Pixagroup Ltd provided by third parties where required.
- c) Any additional obligations relating to a specific Service required from the Client will be detailed in the relevant Appendix. In the event that there is a conflict between the Client's Obligations contained in this Agreement and the Appendix, the Appendix shall apply.
- d) The Client must work together to complete the website in a timely manner. The Client agrees to provide Pixagroup Ltd with all the necessary information required. This includes any usernames and/or passwords and any content that is required from the Client.
- e) If any requests from Pixagroup Ltd to the Client are not responded to within 48 hours, this will impact the Service deadline. Such delays will:
 - Involve additional costs payable by the Client; and/or
 - Impact the agreed deadline and Pixagroup Ltd will not be accountable for any changes to the agreed deadline

If requested information or content is not received by Pixagroup Ltd within a timely manner and after several requests, then the remaining balance of the project will be due and payable within 14 days of written notice of termination and payable within 7 days. Any time spent by the Client making a decision on draft copies of the design and any other process may cause Pixagroup Ltd not to reach the target completion date(s) ("TCD"). Website content is to be provided by the Client unless otherwise specified. Digital content that is provided to Pixagroup Ltd for the project will occur no additional cost, any content provided in a printed, written copy or images provided as a hard copy will occur a charge. A price list for content digitalisation is available on request.

6. Testing & Acceptance

Pixagroup Ltd will use its reasonable efforts to test the project thoroughly and make all necessary corrections as a result of such testing prior to handing over the project to the client. Pixagroup Ltd design all websites for the screen resolution of 1024 x 768 and, depending on the user's monitor size, you may see subtle changes to the appearance of the website on various monitors. Pixagroup Ltd cannot be responsible for this change.

Upon receipt of the project, the Client shall accept the project orally, in writing or electronically (i.e. email) and make the final payment in accordance to the payment terms agreed in this contract.

The Client has seven (7) days to make Pixagroup Ltd aware of small changes or problems to the Client's project otherwise no changes and problems will be corrected within the terms of this contract and Pixagroup Ltd will assume that all aspects of the project are functioning correctly.

7. Revisions/Amendments

The Client may be asked at any time during the project to confirm a draft copy of the design and content of the project. The Client must express any changes or problems that need to be addressed at each stage of the project. Pixagroup Ltd allow the Client to make three (3) revisions to the current project. Revisions are classed as small design and small content changes. Once the Client has confirmed orally, in writing or electronically (i.e. email) that they accept each

stage we cannot make any major revisions to the previous stage.

It is at the discretion of Pixagroup Ltd depending on the complexity of any amendments required by the client to class them as 'small' or 'major' revisions/changes.

If Pixagroup Ltd are instructed to carry out any changes that do not fall into the term 'small' or where the complexity of the project does not allow us to do so, the client will be charged £75.00 per hour, unless an otherwise agreed fix price between the client and Pixagroup Ltd for the additional work required.

8. Additional Work

Any additional work that the Client requires during their project in relation to this project which is not covered in your proposal is subject to an additional charge and not covered by the fees in this contract. Pixagroup Ltd minimum charge is £75.00 per hour, or an agreed fix price between the Client and Pixagroup Ltd and, depending on the complexity of the additional work required, a written quote is provided on request. For the avoidance of doubt, additional work includes any work that was not specified in the specification.

The client must understand that any additional work can extend the project deadline and Pixagroup Ltd cannot be held responsible for this delay.

9. Website Care

Pixagroup Ltd will provide the Client with support for 7 days after the website goes live. If the Client is part of Pixagroup Ltd's Website Care Plan then the Website Care Plan will begin after 7 days of the Website becoming live.

Pixagroup Ltd will provide the Client support after 7 days from the Website going live at Pixagroup Ltd's usual hourly rate of £95.00 per hour.

10. Computer Viruses

The Client agrees to ensure that any computer hardware or software supplied to Pixagroup Ltd is free of all known viruses. Should a virus be introduced to any of Pixagroup Ltd systems as a result of the Client's negligence, the Client will be liable for any loss or third party claim as a result of the Client's acts or omissions.

11. Intellectual Property

Pixagroup Ltd will use any experience, ideas or techniques developed during the term of this Agreement.

The Client acknowledges Pixagroup Ltd's Intellectual Property Rights in relation to the Service, including and not limited to report designs, system and any software developed in providing the Service to the Client.

Any unauthorised reproduction, use or otherwise of material protected by Intellectual Property Rights is prohibited without written permission from Pixagroup Ltd. All moral rights are asserted in accordance with the Copyright, Designs and Patents Act 1988.

The Client represents to Pixagroup Ltd and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Pixagroup Ltd for inclusion in web pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Pixagroup Ltd and its subcontractors from any claim arising from the use of such elements furnished by the client.

12. Acceptance

The Client shall inform Pixagroup Ltd of any errors in the Service in writing and no later than one month from the discovery of the error. Pixagroup Ltd, at its own cost, will rectify the error provided it is as a result of an act or

omission on the part of Pixagroup Ltd. Any error which is the result of an act or omission on behalf of the Client shall be corrected but charged on a time and material basis to the Client.

13. Change and Modification

Any change or modification to the Service may be required by the Client. The Client shall supply in writing such a request to Pixagroup Ltd for such a change.

Pixagroup Ltd will notify the Client whether the change or modification is possible. If the modification is possible, Pixagroup Ltd will provide the Client with an estimate of costs. The maximum number of revisions permitted with or without charge.

14. Liability and Warranty

- a) The Service provided by Pixagroup Ltd will be in accordance with general professional standards.
- b) Pixagroup Ltd will not be liable for any loss or damage caused as a result of the Client (or the agents) misinterpreting or using the Service(s) incorrectly.
- c) Pixagroup Ltd's liability shall not exceed the value of this Agreement and is limited to losses, damages, costs and expenses caused by our negligence or willful default.
- d) Pixagroup Ltd will not be liable for losses, penalties, expenses or other liabilities caused as a result of acts or omissions of third parties or due to incorrect information or failure to act on advice given.
- e) Pixagroup Ltd will only engage third parties or individuals sub-contractors suitable for any assignments or services required by the Client.
- f) Pixagroup Ltd will not be responsible for any losses, penalties, expense or other liabilities caused by fraudulent acts, information withheld or concealed from Pixagroup Ltd.

15. Indemnity

The Client will indemnify Pixagroup Ltd from any liabilities or costs related to any issues surrounding TUPE including but not limited to legal costs, compensation payments or settlements reached.

16. Status

For the purpose of this Agreement and for the avoidance of doubt, Pixagroup Ltd shall be an independent contractor and not the servant, employee or agent of the Client and will bear the exclusive responsibility for the discharge of any income tax and other tax liability for the Service provided under this Agreement.

17. Non-Solicitation

The Client will not employ, nor attempt to employ, during the period of this Agreement and for a period of six (6) months after termination of this Agreement, any employee, consultant employed/engaged by Pixagroup Ltd. In the event that the Client breaches this clause all associated costs including but not limited to agency fees, recruitment, loss and training for replacement shall be borne by the Client.

18. Term

This Agreement shall become effective from the date of the signature and will remain in force until such time notice of termination is given in accordance with the Termination clause below. Each Service detailed will have its own Termination Clause and in the event of a conflict the Termination clause in the Service Appendix shall apply.

Services provided on a monthly rolling or fixed term contract basis will be subject to a 30-day notice period. Contracted terms will attract an early termination fee equal to the remaining period of the contract unless otherwise stated.

19. Termination

Either party may terminate this Agreement by two month's written notice in the event that either party

- commits a substantial breach and fails to address the breach within 30 days of the written notice being received; or
- becomes insolvent or bankrupt or goes into receivership or liquidation (other than voluntary liquidation for the purposes of reconstruction); or
- does not wish to accept further services provided that there are no outstanding amounts payable; or
- that the Client has provided Pixagroup Ltd with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination including the right for all fees to be paid in accordance with the attached appendix.

20. Effect of Termination

In the event of termination of this contract, Pixagroup Ltd will endeavor to agree with the Client the arrangements for the completion of work in progress at that time, unless Pixagroup Ltd is required for legal or regulatory reasons to cease work immediately. In that event, Pixagroup Ltd shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

21. Disengagement

- Should Pixagroup Ltd resign or be requested to resign, a disengagement letter will be issued to ensure that our respective responsibilities are clear.
- Should Pixagroup Ltd have no contact with the Client for a period of one year or more, we may issue a disengagement letter and therefore cease to act.

22. Effect of Termination

- On termination of this Agreement all outstanding sums shall be paid to Pixagroup Ltd.
- Should the Agreement be terminated within a specific period of the commencement date then Pixagroup Ltd will provide the Client with a refund as set out in the following table:

7 days from the commencement date	50% refund of the payment made by the Client
7 to 15 days from the commencement date	40% refund of the payment made by the Client
15 to 30 days from the commencement date	25% refund of the payment made by the Client
After 30 days from the commencement date	The client will not receive a refund of any payment

information to the person agreed at the start of our appointment. If conflicting advice, information or instructions are received from different owners/directors in the business we will refer the matter back to the owners/board of directors.

23. Non-Activity

In the event that the Client does not respond to Pixagroup Ltd's reasonable requests for a period of 30 days then the Client will make payment of all outstanding monies due to Pixagroup Ltd.

24. Non-Waiver

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

25. Variation of Terms

This Agreement sets out the entire agreement and understanding between the parties in relation to the Service and supersedes all prior discussions, representations, understandings and agreements whether oral or in writing between the parties.

The terms of this Agreement may not be varied or added to unless in writing or initialed and dated by the relevant amendment by both parties.

26. Data Protection Act 1998

Pixagroup Ltd will comply with the provisions of the Data Protection Act 1998 when processing personal data.

27. Contracts (Rights of Third Parties) Act 1999

The advice and information that Pixagroup Ltd provide to the Client as part of the service is for the Client's sole use and not for any third party to whom the Client may communicate it to unless we have expressly agreed that a specified third party may rely on the work. Pixagroup Ltd accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of the work the Client which the Client makes available to them. A party to this agreement is the only person who has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

28. Quality of service

Pixagroup Ltd aim to provide a high quality service at all times. If you would like to discuss how the service could be improved or if you are dissatisfied with the service that you are receiving, please let us know by contacting your Account Manager or a Director of Pixagroup Ltd.

Pixagroup Ltd undertakes to look into any complaint carefully and promptly and use its best efforts to explain the position to the client.

29. Lien

Pixagroup Ltd reserves the right to exercise a lien over all funds, documents and records in their possession relating to all engagements for the Client until all outstanding fees and disbursements are paid in full as permitted to do so by law.

30. Internal disputes

If Pixagroup Ltd become aware of a dispute between the parties who own or are in some way involved in the ownership and management of the business, it should be noted that our client is the business and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties we will continue to supply

31. Reliance on advice

Pixagroup Ltd will always use technology which we believe will meet the Clients requirements and budgets, however, if a specific technology is requested, the Client must inform Pixagroup Ltd immediately but should be aware that this may effect the price quoted. Advice given orally is not intended to

be relied upon unless confirmed in writing. If you wish to rely on oral advice, you must ask for the advice to be confirmed by us in writing.

32. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing their obligations if such delay or default is caused by conditions beyond the reasonable control of the party whose performance is affected.

33. Conflict of Terms

In the event that there is a conflict of terms these terms shall apply unless expressly stated otherwise.

34. Void or Unenforceable Terms

If any clause, term or provision of this Agreement, or any part thereof is held to be illegal or in conflict with applicable laws the validity of the remaining clauses, terms and provisions shall not be affected.

Assumptions & Constraints

1. All content, field name recommendations including text will be supplied to Pixagroup Ltd by the client.
2. The developed code will be the Intellectual Property (IP) of Pixagroup Ltd (until paid for in full) and will give a soft copy of all the code developed. The client will have full rights over modification and distribution of the developed code.
3. This contract may also serve as a non-disclosure agreement where Pixagroup Ltd will be responsible to protect the client's data, IP information and any other information deemed proprietary to the client.
4. The cost of any paid plugins, SSL certificates or any other third party API or tool(s) will be chargeable to the client.
5. Pixagroup Ltd will not be held accountable for any OS or platform End-of-Life or End-of-Sale leading to non- supportive environment for the software being developed, both during and after the development phase
6. It is mutually agreed, providing there is an active maintenance contract in place, that Pixagroup Ltd will assist in the migration of the software developed by us, to a third party.
7. All payment plans and milestone payments are not contingent on delivery of previous milestones and fees due outstanding must be paid when due on future milestones.

Final Remarks

1. Pixagroup Ltd will use its best efforts to provide services completely and correctly and in accordance with professional standards, with due regard for ethical business practices and legal requirements.

Service Level Agreement

Service Levels.; Communication & Fix for:

Digital - Website Design, Development and all other services;

IT – Technical Support/Domain/Hosting, Emails and all other miscellaneous services

Monday – Friday 09:00 – 17:00
Saturday/Sunday CLOSED
Bank Holiday CLOSED

Priority Level	Incident Severity	Remote Response Time	Remote Fix Time:
Priority 1	Critical	1 hour	1 hour
Priority 2	High/Urgent	2 hours	8 hours
Priority 3	Medium/Major	4 hours	12 hours
Priority 4	Low/Minor	8 hours	24 hours
Priority 5	Cosmetic/Very Low	12 hours	48 hours

35. Headings

The headings in this Agreement are for reference and do not affect the interpretation of the Agreement.

36. Debt Assignment

All accounts beyond Pixagroup Ltd's credit terms will be passed to the debt collection agency, Sinclair Goldberg Price Ltd. All accounts, without exception, will be subject to a surcharge of 15% plus vat to cover our costs in recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement.

37. Governing Law

This Agreement shall be governed by the Law of England & Wales.

38. Other

This agreement will work alongside and in addition to other terms publicly available to read at <https://pixagroup.co.uk/legal>