

Evolve Your Brand Terms and Conditions

Definitions

The words and expressions used in this document are defined here:

“Services”

Any work carried out by The Supplier on behalf of The Client

“Website”

The website that Evolve Your Brand creates and/or manages on behalf of The Client

“Agreement”

The terms of this document and any supplementary contracts by which The Supplier and The Client are bound

“Hosting Companies”

The hosting providers that The Supplier uses to host any websites and other services on the Internet

“Go-live”

The process of publishing a new website live on the Internet

“The Supplier”, “Evolve Your Brand”

Evolve Your Brand and its representatives

“The Client”

The party signed up with The Supplier for the delivery of services that may include, but not be limited to, web design, hosting, SEO, analytic services, copywriting, email delivery, etc.

Section 1 – General Terms

- 1.1 Unless otherwise stated in writing by an authorised representative of Evolve Your Brand, our standard Terms and Conditions shall apply to all clients.
- 1.2 It may be necessary to update these Terms and Conditions from time to time and we reserve the right to do so. Any changes will be communicated by email to The Client. You can view the last date this document was updated at <https://evolveyourbrand.co.uk/terms-and-conditions>
- 1.3 Any failure or delay by any party in exercising its right under these Terms and Conditions shall not be deemed to be a waiver of any of those rights.
- 1.4 Any delivery times estimated by The Supplier for The Services are estimates only. The Supplier shall not be held liable for any direct or indirect losses, in the event that the estimated time frames are not met.
- 1.5 The Supplier, at its own discretion, may use sub-contractors, include those of the Hosting Companies, for any or all work, where appropriate and as deemed necessary.
- 1.6 Neither party shall be held liable to the other, for any failure to perform their obligations, should the failure be due to unforeseen circumstances, that could not have been avoided beyond reasonable control.
- 1.7 Without limiting any other rights or remedy of Evolve Your Brand, if The Client fails to make payment due to us under the Agreement by the due date for payment, The Supplier shall have the right to suspend all services being provided until such payment has been made.
- 1.8 The Client shall pay all amounts due under the Agreement in full without any deduction or withholding, and The Client shall not be entitled to assert any credit, offset or counterclaim against Evolve Your Brand in order to justify withholding payment of any such amount, in whole or in part. The Supplier may, without limiting The Supplier's other rights or remedies, offset any amount The Client owes The Supplier against any amount payable by The Supplier to The Client.

Section 2 – Websites

- 2.1 When The Client is supplying images/graphics/text copy/video and any other media for use on the website, The Client warrants that they either own the copyright for this content or have obtained permission from the copyright holder and can therefore legally and reasonably use the content on the website. The Supplier shall not be liable for copyright infringement relating to any content provided by The Client, their agents, or representatives. The Client will hold harmless, protect and defend The Supplier, their agents and sub-contractors against any claims arising from content provided to The Supplier by The Client.
- 2.2 The Supplier shall not be liable for any damages arising from the use or misuse of the website, nor the cessation of services where The Client fails to meet its obligations as documented in this Agreement.
- 2.3 The Supplier reserves the right to cancel any order placed at any time which is believed, or may be of, a libellous nature or is unsuitable for publication on any medium. The Supplier also reserves the right to cancel any order placed should it enter unforeseen circumstances.

2.4 To maintain the portfolio credentials and the integrity of any applicable copyrights, The Supplier will place a “Powered by Evolve Your Brand” link back to their own site in the footer of all websites that they create. The Supplier reserves the right to reproduce images of The Client’s website, including logos, in marketing and/or portfolio material.

2.5 When The Client agrees that a site can Go-live, The Client is agreeing that the design and development of the site has satisfied all of their requirements and any payment terms related to “Go-live” shall then be triggered and invoiced in accordance with The Supplier’s terms.

2.6 The Supplier will complete the SEO process following the Go-live of The Client’s website. The Supplier cannot guarantee inclusion or accept responsibility or liability if any search engine, online directory or search site chooses not to list The Client’s Website.

Section 3 – Monthly Retainer Terms

3.1 The Evolve Your Brand monthly service plans include content updates which will be carried out on the website. As standard, the number of updates carried out per month is 12. Bespoke service plans will have the terms of the agreement stated on the contract and as such this quantity does not apply. Any additional updates are completely at the discretion of The Supplier.

3.2 A content update is an amendment to the content on an existing page of the website: for example, adding/changing/removing blog posts, images or text. There is no complete definition of what an update could or couldn’t be. Therefore, Evolve Your Brand reserves the right to adopt a ‘fair use’ approach to content updates. As a guide, adding a blog or testimonial, adding content to an existing page, moving or changing images, etc. would take approx. 20-30 minutes per update.

Section 4 – Hosting, Backups & Security

4.1 The Supplier has selected Wix.com as the website hosting provider and they review their partners from time to time to ensure they deliver the best quality of website hosting for The Client’s requirements. Evolve Your Brand is not required to notify The Client of changes of the Hosting Companies unless such changes would result in amendments of existing agreements.

4.2 The Supplier endeavours to ensure that websites are live and protected for as much time as is reasonably possible. Due to the open public nature of the internet, this cannot be guaranteed. From time to time, hacking attempts can mean website servers go offline, or their hosting partner can experience technical difficulties which results in a temporary loss of service. Evolve Your Brand will endeavour to communicate any such instances to The Client as and when they occur and seek to restore service in a timely manner.

4.21 The Supplier has selected Wix.com to offer enterprise grade security with every website offered by Evolve Your Brand. You can review the Hosting Companies full protection strategy at <https://www.wix.com/website-security>

4.3 The Supplier is not liable for direct or indirect losses whatsoever, including, but not limited to, any loss of business, loss of profits, loss of data or any other damages related to website downtime/loss of website service or website security compromises.

4.4 Where The Supplier provides e-commerce facilities for The Client, they are not liable for any loss of business, loss of profits or any other damages related to payment gateway outages.

4.5 Wix.com automatically creates a site revision every time an update is saved or published to the Website rather than offering backups on a routinely basis.

4.6 The Supplier's website data is hosted on servers globally. The Client's site-visitors personal information may be stored in data centres located in the United States of America, Ireland, South Korea, Taiwan, Israel and other countries. The Hosting Companies may use other jurisdictions as necessary for the proper delivery of The Supplier's services as may be required by local law.

Section 5 – Domains

5.1 If Evolve Your Brand purchases a domain name on behalf of The Client, then that domain is owned by Evolve Your Brand until The Client has paid the cost of this domain name plus Evolve Your Brand's administration charge. Evolve Your Brand will charge for the cost of the domain name from a reputable online marketplace (currently Namecheap.) and include an administration fee to cover the costs in processing this order. The Client can purchase their own domain name but must provide Evolve Your Brand with access to the DNS control panel in order to make the website live OR The Client undertakes to update their DNS control panel themselves, using the IP address information that Evolve Your Brand will provide. Evolve Your Brand are not liable for any damages related to loss of website or email services that result from incorrectly applied DNS updates.

5.2 If The Client asks Evolve Your Brand to purchase a domain on their behalf, then The Client agrees to settle subsequent invoices when the domain renewal is due. In order to ensure continuity of service, Evolve Your Brand is not obliged to notify The Client in advance of domain name renewal invoices being issued and make the assumption that The Client wishes to have the domain name renewed. It is the responsibility of The Client to notify Evolve Your Brand if they wish to cancel the renewal in advance.

5.3 In all cases, where The Client has paid for a domain for a specific period, The Client owns the domain and are free to transfer it away from Evolve Your Brand at any time. Evolve Your Brand may charge an administration fee for the domain transfer service depending on the work required to bring about the transfer. This domain transfer fee shall not be unreasonable and is to cover Evolve Your Brand's administration costs in carrying out this process.

5.4 If The Client has purchased their own domain name and Evolve Your Brand does not manage it within the Namecheap platform, The Client is responsible for the renewal of the domain in a timely manner to ensure the website service remains unaffected at renewal time.

Section 6 – Email & Office Hosting

6.1 If Evolve Your Brand purchases Microsoft 365 hosting on behalf of the client, then those subscriptions are owned by Evolve Your Brand until The Client has paid the cost of the subscriptions plus Evolve Your

Brand's administration charge. Evolve Your Brand will charge for the cost of the mailboxes from Microsoft Corporation and include an administration fee to cover the costs in processing this order.

6.2 If Evolve Your Brand hosts the domain name for The Client, The Client can purchase their own email hosting subscription services, from Microsoft or another provider, but most provide Evolve Your Brand with access to the administration panel in order to configure this on their domain name.

6.21 Unless otherwise stated in writing by an authorised representative of Evolve Your Brand, Evolve Your Brand will not be able to offer maintenance services on email or office subscription services unless they are hosted within Evolve Your Brand's platform.

6.3 If The Client asks Evolve Your Brand to purchase email hosting on their behalf, then The Client agrees to settle subsequent invoices when the monthly subscription is due. In order to ensure continuity of service, Evolve Your Brand is not obliged to notify The Client in advance of Microsoft hosting renewal invoices being issued.

6.4 All services provided by Microsoft are issued with a rolling one year contract and as such Evolve Your Brand will invoice for the same terms.

6.5 Each subscription type (for example, but not limited to, Exchange Online Plan 1 and Microsoft 365 Business Basic) are issued with separate contracts and as such Evolve Your Brand will invoice for the same terms.

6.6 In all cases, where The Client has subscribed for a specific period, The Client may not transfer it away from Evolve Your Brand until the annual contract renewal has passed. Evolve Your Brand may charge an administration fee for transferring ownership of the tenant depending on the work required to bring about the transfer. The ownership transfer fee shall not be unreasonable and it is to cover Evolve Your Brand's administration costs in carrying out this process.

6.7 If The Client has purchased their own subscription services and Evolve Your Brand does not manage it within their platform, The Client is solely responsible for renewal and management of the services in a timely manner to ensure the services remains unaffected at renewal time.

Section 7 – Payment Terms

7.1 When The Client commissions Evolve Your Brand to build the Website, The Client agrees to pay a 50% deposit of the Website build fee upon instruction. Evolve Your Brand will not commence the project until this payment has been received via Bank Transfer.

7.2 When The Client subscribes to The Supplier's subscription services, The Supplier will either send a link to The Client to register for a recurring card payment system to allow The Supplier to collect payments on a recurring basis to ensure continuity of the service OR charge the currently registered card on the account OR issue an invoice to The Client's registered email address to be settled in accordance with The Supplier's payment terms.

7.3 Evolve Your Brand invoices are only issued to the email address(es) specified upon initial registration. It is The Client's responsibility to ensure invoices are settled in accordance with The Supplier's payment terms to enable them to maintain service provision.

7.4 Overdue invoices – Evolve Your Brand reserves the right to add a £15 late fee to all invoices that are not paid within the payment terms that will be issued separately. If Evolve Your Brand are required to issue proceedings for recovery of any unpaid invoices, a collection fee of £250 will be added to the account.

Section 8 – Go Live

8.1 By agreeing with The Supplier that the Website can “Go-live”, The Client accepts that the brief has been delivered and that all future changes must undergo a formal change control request and may incur additional charges, unless otherwise agreed between both parties or the changes are requested as part of our website update service.

8.2 When a website is live, it is deemed to have “Gone Live” which means the final “Go-live” payment, along with any hosting and other charges incurred is then due for payment.

Section 9 – Cancellations and Refunds

9.1 In order to cancel the subscription services, The Client is required to give a minimum of 30 days’ notice in writing.

9.2 In order to cancel the Website, The Client is required to give a minimum of 30 days’ notice in writing prior to the next renewal of The Hosting.

9.21 The Client will own the website after 24 months from the Go-live date of the Website. After this time period has elapsed, The Client may request the services transferred to them once their contract billing renewal has elapsed.

9.3 Once The Client has expressed their desire to cancel, Evolve Your Brand will confirm by email the cancellation of the Services.

9.4 Once The Supplier has finalised the cancellation of the Agreement, The Supplier retains the right to refuse to make any further changes to the Website within the cancellation period.

9.5 Any invoices that are issued or due to be issued within the notice period shall still be valid and due for payment in the normal way. The Supplier will confirm the date upon which they will cease The Client’s services upon receipt of their written notice.

9.6 No refunds will be made on services that have already been delivered. If The Client has paid for an item in advance and then later wishes to cancel the delivery of that service before it is delivered, and if Evolve Your Brand have not expended time related to that work, Evolve Your Brand will consider an application for a refund in a fair and reasonable manner. Any refunds we may agree to pay will be reduced by any costs or administration charges we may incur during the process (including, but not limited to, payment fees, processing fees and/or other bank charges).