



Like Digital & Partners

# General Terms & Conditions of Business 2021

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1. These general terms and conditions of business should be read and understood where applicable in conjunction with any quotation/project documentation provided by Like Digital and structure an obligatory Agreement between the client(s) and Like Digital ("Agreement"). For the avoidance of doubt, in the event of any disparity, the terms and conditions, including but not limited to volumes, values and timings of properly executed Contracts/Service Level Agreements shall always take precedence.
2. These terms and conditions are subject to any terms and conditions set out and agreed in any quotation. Subject to which, these terms and conditions apply in full and exclude all other terms and conditions whether provided by the Client or any third party unless previously agreed by Like Digital in writing.
3. For the purposes of these terms and conditions, "Works" shall mean all records, reports documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangement, code and all other materials in whatever form including but not limited to hard copy and electronic form, arising, or to arise, from all work prepared by or on behalf of Like Digital in the provision of the services for the Client.
4. The date for the delivery or provision of the Works will be outlined in the quotation. Like Digital will endeavour to deliver or provide the Works to the Client at the time specified in the quotation, but time shall not be of the essence in that regard.
5. The Client will co-operate with and act in good faith and with respect & courtesy towards Like Digital and provide, on request, such source and other materials/resources as reasonably required by Like Digital to provide the services, including those listed in the quotation.
6. Like Digital do, in consideration of the payment to them by the Client of the fees as accepted in the quotation accepted by the Client, agree to provide the services described in the same quotation subject to these terms.

7. When Like Digital is in receipt of a signed order form/purchase order or formal written approval of the quotation from the Client, said Client accepts that **Like Digital will NOT commence work until initial payment has been received and cleared.**
8. The agreed project cost structure will be not less than 40% deposit payable upon contract, 25% payable on delivery of the sitemap and wireframes, plus usually two further staged payments as outlined in the Statement of Work. In order that we are able to commit and fund resource in advance to meet your deadlines, the Client shall pay Like Digital the monies without deduction upon the due date(s) (with the exception of the initial 40% payments, payable upon receipt) together with VAT at the prevailing UK VAT rate (if applicable). We are not able to offer credit terms or "time to pay". For the avoidance of doubt, "awaiting payment from a third party" will not absolve the Client of the responsibility for paying in accordance with the agreed schedule. For Service Level Agreements, full payment is required quarterly or monthly in advance by direct debit, standing order or other similar structure.
9. All payments shall be made by the Client without prejudice to the Client's rights should the work or services not meet the quotation/brief or are defective.
10. Subject to the terms of this clause 7, the Client shall become liable to pay interest on any outstanding payments in accordance with prevailing provisions of The Late Payment of Commercial Debts (Interest) Act 1998 as amended until the payment has been made in full.
11. All purchases by Like Digital to be charged to the Client shall be subject to the Client's prior written approval. Like Digital require payment in advance for all production and media purchases (images, printing, media buying, licenses etc, whether individual or aggregated) over £250 excluding VAT.
12. Any domain names purchased under this Agreement in order to provide the services, shall be purchased on behalf of the Client, and shall pass into ownership of the Client once final payment for all work done has been received.

13. Any website hosting fees that are due on an annual basis are detailed on the customer's final invoice.
14. Payment shall be made by BACS, Direct Debit or online.
15. If any launch is delayed by fault of the Client, for example late content submission or creation, or due to a requirement or variation of the Client outside of those set out in the quotation, prior to launch then full payment will need to be submitted for the Works that have already been done to launch date, in accordance with the terms of this Agreement.
16. Like Digital will charge reasonable additional fees in the event of delays or additional Works caused or required by the Client, including its failure to provide Like Digital with such information, materials, instructions, media or approvals as are reasonable required for the supply of the Works, appropriately and/ or on time. Like Digital also reserves the right to make reasonable additional charges in the event of changes to the cost of labour, materials, services and other conditions outside of Like Digital reasonable control, or the Client requires the supply of additional or varied works, goods and services in addition from those described in the quotation to which these terms apply. Such fees shall be agreed with the Client in advance.
17. Like Digital shall perform the services and produce the Works with reasonable care and skill and in accordance with generally recognised commercial practices and standards.
18. Like Digital warrants to the Client that the Works will:
  - 18.1.1. conform to the quantity, quality, design, functionality, performance criteria, description, specification, stipulation or standard stated in the quotation; and
  - 18.1.2. be capable of any standard of performance specified in the quotation

19. Like Digital may remove content from the site where it reasonably suspects such content infringes any applicable laws, regulations or third party rights (such as material that is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights) ( "Inappropriate Content") Like Digital Media shall notify the Client as soon as reasonably practicable after it suspects or becomes aware of any allegation that content on the site may be Inappropriate Content and may give the Client up to 48 hours to amend it. The Client shall keep Like Digital indemnified in full against any and all loss, liability, damage, injury, claim, action, demand, expense or proceeding awarded against, suffered, incurred or paid by Like Digital as a result of or in connection with any Inappropriate Content supplied by the Client.
20. Like Digital shall immediately comply with any written request by the Client to remove any content from the site or put reasonable measures in place to prevent any person from gaining administrative access to the site.
21. Client may request changes or alterations, via the Change Request system to the Works or Services stated in the quotation. Like Digital and the Client shall, prior to any change being implemented, agree the nature of the change, the procedures for implementation of such a change and the deviation to the quotation in respect of fees and timings. Like Digital will continue to provide the services described in the quotation until any such change has been formally proposed and agreed by both parties.
22. For all purposes of this Agreement "Intellectual Property Rights" shall mean patents, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know -how and trade secrets) and all other Intellectual Property Rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from,

such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

23. All assets and Intellectual Property Rights in the Works arising in connection with this Agreement shall be the property of Like Digital. Title shall only pass to the Client on full payment of the agreed fees in full (but, for the avoidance of doubt, not including any web hosting, recurring, retainer or additional fees), Like Digital hereby assigns all such Intellectual Property Rights, whether now known or created in the future, to the Client.
24. Each party may disclose the other party's confidential information:
  - 24.1. to its employees, officers, representatives or advisers who need to know such information, provided each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 24;
  - 24.2. for the purposes of carrying out the party's obligations under this Agreement; and
  - 24.3. as may be required by law, court order or any governmental or regulatory authority.
25. Like Digital warrants that, excluding any third party properly integrated tools:
  - 25.1. it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Works;
  - 25.2. the Works are free from any security interest, option, mortgage, charge or lien;
  - 25.3. it is unaware of any infringement or likely infringement of any of the Works;

- 25.4. all the Works are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Works;
  - 25.5. exploitation of the Works will not infringe the rights of any third party; and
  - 25.6. the Works are its original work and have not been copied wholly or substantially from any other source.
26. Subject to clause 27 Like Digital will keep Client indemnified in full against any and all loss, liability, damage, injury, claim, action, demand, expense or proceeding awarded against, suffered, incurred or paid by Client as a result of or in connection with
- 26.1. any infringement of any third party Intellectual Property Rights caused by the manufacture, supply or use of the Works (except in respect of any specifications or instructions specifically given by the Client).
27. Like Digital's liability under clauses 26 shall not exceed £100,000 per claim
28. The Client shall inspect the Works regularly and shall inform Like Digital immediately if it wishes to reject any part of the Works because such do not comply with the quotation or are defective in material and workmanship. Upon notification from Client of such defect, Like Digital shall as soon as reasonably possible remedy the defect or replace the Works.
29. The Client shall only be entitled to reject the Works because such do not comply with the quotation or are defective in material and workmanship. Rejection without good reason shall be deemed a breach of these terms.
30. Save in respect of clause 26 in respect of which liability shall be limited in accordance with clause 27, Like Digital's liability for any loss or damage direct or otherwise and howsoever caused whether intended or not, including negligence, or otherwise shall not exceed the amount invoiced by Like Digital to the Client. Like Digital shall not be liable to Client for any consequential loss

or damage, including but not limited to perceived loss of reputation, market share and/or anticipated revenue/profit.

31. Despite the best efforts of Like Digital, errors in web page information can occur. At no time will Like Digital's responsibility for accidentally including erroneous information extend beyond correcting the error.
32. Providing a current Service Level Agreement is in place, if a Client discovers an error on their website, Like Digital will correct the error as soon reasonably practical once Like Digital is formally notified and in accordance with the terms detailed in the Service Level Agreement.
33. Like Digital cannot be held liable for loss or damage caused as a result of third party action, omission or failure.
34. When instructions or advice are given or received orally by Like Digital, it shall have no liability to Client for any misunderstanding or misrepresentation, which may arise in relation thereto except in relation to fraudulent misrepresentations. Like Digital shall have no liability to the Client in respect of the materials.
35. Like Digital will not be liable in any amount of failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of Like Digital including without limitation force majeure, internet outages, communications outages, fire, flood, war or act of God.
36. Like Digital will not provide changes to a Client's website without a written acceptance of our quotation raised via our Change Control system. These amendments include those within any Content Management System (CMS) and the underlying platform that is required to deliver the website. If a website requires additional pages or graphics (outside of the signed off Information Architecture (IA)) that cannot be generated within the parameters of the CMS by the Client this is in effect a change request. An amendment will be made to the IA and any additional costs (if required) will be submitted to Client and approved before commencement.



37. Like Digital will not disclose any information regarding a Client's website without prior written authorisation.
38. The Client will supply Like Digital with the information that will be used to design all deliverables. This may include a copy of printed collateral, text or pictures. The Client must ensure that such material is appropriately packaged. Like Digital will not be held liable for damage during posting. If the Client requires this information to be returned, they must supply appropriate postage and packing.
39. All documents are delivered by electronic mail, unless postal delivery is request, in which case there may be an additional charge for any postage and packing.
40. Like Digital reserves the right to refuse to post any information if it considers it inappropriate, obscene, morally unsuitable or is seen to breach copyrights, libellous, defamatory or illegal. Should such a submission occur, the Client will be advised which information was deemed unsuitable and requested to amend the information. If the customer can show good reason to use the "unsuitable" information its inclusion may be considered.
41. Either Like Digital or Client shall be entitled to immediately restrict, suspend or terminate this Agreement on written notice, upon the other party's;
  - 41.1. material breach of this Agreement (including without limitation the non-payment of any sum as and when due) unless the other party remedies such breach (if remediable) within 14 days of service of a notice requiring remedy of such breach; or
  - 41.2. if the other party is wound up or become insolvent or has a receiver or administrative receiver appointed or suffers the appointment or the presentation of a petition for the appointment of an administrator or any equivalent or analogous event occurs.
  - 41.3. If either party considers that the other party is behaving in a rude, abusive and/or threatening manner by the nature and tone of communication.

42. Should either party terminate in accordance with this clause 32, full payment will be required for all work already complete up to the date of termination including any work completed ahead of schedule.
43. On expiry or termination of this Agreement:
- 43.1. All licences granted by Like Digital under this Agreement shall terminate immediately;
- 43.2. Like Digital shall promptly return to the Client the Client's material and on receiving payment for all work done by Like Digital up to and including the date written notice was received, Like Digital shall provide the Client an electronic copy of the site (including all content on the site);
- 43.3. Like Digital shall provide all such assistance as is requested by the Client to transfer the hosting of the site to the Client or another service provider, subject to payment of the Like Digital's expenses reasonably incurred;
- 43.4. on receiving payment for all work done by Like Digital up to and including the date written notice was received Like Digital will immediately assign the Intellectual Property Rights in any Works not yet assigned to the Client; and
- 43.5. any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
44. Save as set out in this Agreement, the Client may not unilaterally cancel its order of the Works or otherwise terminate this Agreement at any time without full payment of the fees for all work carried out by Like Digital at the date of termination, including any work completed ahead of schedule.
45. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of

termination or expiry, including the right to claim damages in respect of any breach of Agreement which existed at or before the date of termination.

46. During the course of this Agreement and for a period of 24 months afterwards, the client shall not solicit the staff or third party contractors of Like Digital or entice them to transfer their employment or services either directly, indirectly or however construed.
47. Any notice or other document to be served under this Agreement must be in writing and may be delivered or sent by prepaid first-class post or facsimile transmission. Any notice or document shall be deemed served, if delivered, at the time of delivery, if posted, 48 hours after posting and if sent by facsimile transmission, at the time of transmission. Email correspondence is acceptable as "notice in writing" and preferred (except where other bespoke processes exist) but will only be acted upon if the originator is a "designated contact" formally agreed between both parties.
48. If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable it will, to the extent of such illegality, invalidity, voiding, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.
49. Failure or delay by either party in exercising any right or remedy provided by the Agreement or by law will not be construed as a waiver of such right or remedy or a waiver of any other right or remedy.
50. Any waiver by either party of any breach of, or any default under, any provision of the Agreement by the other party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.
51. The Client consents to Like Digital appointing third party sub-contractors to provide discrete services or deliverables that constitute the Works, which may

involve the processing of Personal Data (as defined by the General Data Protection Regulation (EU 2016/679)).

52. A person who is not party to the Agreement will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
53. The Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.