

Baqqa Limited

Terms and Conditions

July, 2015

This Agreement between the Customer and Baqqa Ltd for the engagement of Baqqa’s services, is governed by the terms and conditions as set out below.

1. Definitions

The following expressions shall have the following meanings:

“Customer”	Means the person or firm requesting the services from Baqqa;
“Baqqa”	Means Baqqa Ltd, a company registered in England and Wales at Livery Hill Farm, Livery Road, Winterslow, Salisbury SP5 1RJ with company registration number 9183437, and;
“Services”	Means the consideration described as services in Baqqa’s literature together with such Value Added Services to be provided by Baqqa to the Customer upon agreement, and;
“Contract”	Means the agreement between the Parties for the provision of the agreed Services and is intended to be legally enforceable upon the terms contained within this document and its schedules, and;
“Terms and Conditions”	Means the aforesaid contract that will be amended in accordance with Clause 19.
“Notice”	Means that notices shall only be deemed valid if made in writing and delivered to Baqqa Ltd., Livery Hill Farm, Livery Road, Winterslow, Salisbury SP5 1RJ or via email to hello@baqqa.com
“Late Payment”	Means an invoice that remains unpaid fourteen clear days from the date of the invoice
“Failure to Pay”	Means an invoice that remains unpaid thirty clear days from the date of the invoice
“An Amendment”	Means any item that when asked for is different to what was originally requested. This is typically where content is provided and later changed or upon seeing a project part built, a new feature is required.
“A Fix”	Means any request that when asked for is the same request as was originally requested. This is typically through a function not working as was originally agreed.
“Search Engine Optimisation (SEO)”	Means carrying out various activities to improve a website’s position within search engine rankings.
“Pay per Click Management”	Means setting up and helping to make pay per Click advertising campaigns more efficient.
“Social Media Marketing/ Management”	Social Media Marketing/Management which is defined as helping the Customer to promote their products or services through the variety of social media channels.
Third Party	Means services that may be hosted by a third party such as but not limited to site search facilities, APIs, chat room, email or tracking services

2.Payment

Unless otherwise declared in the Project Cost section of our proposal or otherwise in writing by Baqqa, the following payment terms shall apply:

2.1. For One Off fees (such as but not limited to website development):

2.1.1. a fifty per cent (50%) retainer of the total value is due prior to commencement of the service; Baqqa will reserve the right to charge for work completed up to the date of cancellation.

2.1.2. the fifty per cent (50%) balance will be due following the sign off from our proposal and prior to the project becoming live.

2.1.3. Where sign off is requested and no response has been received within 14 days, the outstanding balance for work that has been completed becomes payable in full.

2.1.4. Invoices will be due for payment strictly within 14 days of submission.

2.2. For ongoing fees such as but not limited to Hosting and Online Marketing:

2.2.1. Payment must be made in advance of the service being provided.

2.2.2 If payment is not made in advance for continuing services, Baqqa reserve the right to declare the contract as void and issue a final invoice for costs and damages if due.

2.3. Baqqa may at any time, amend the price payable for services and will issue notice no less than 14 days prior to the event

2.4. Baqqa has a standard hourly rate of £50.00 (VAT is not payable)

3.Non Payment:

3.1 Without limiting any other right or remedy of Baqqa, if the Customer fails to make any payment due to Baqqa under the Contract by the due date for payment ("**Due Date**"), Baqqa will exercise its right to charge statutory interest on the sum in default

3.2 If the Customer also holds a Hosting Account with Baqqa, the Hosting account may be terminated without notice in the event that invoices fall into arrears. This will affect email communications and any other services provided by Baqqa

3.3 In the event that payment is not received within a maximum of 60 days, Baqqa shall have the right to pass the arrears to our Debt Collection Agency. Once this has taken place, Baqqa is not in a position to accept payment from the Customer. Additional fees are applied by the Debt Collection Agency. Baqqa has no authority to revert these fees once a debt is passed over to the Debt Collection Agency.

4. Cancellations

4.1. If a project is cancelled following the order being confirmed and prior to the retainer being paid, the Customer accepts that this retainer is still due and should be paid in accordance with Clause 2.1.1.

4.2. If a project is cancelled at any point during the design process, Baqqa will charge up to the value of the work completed plus an administration fee of £50.00

4.3. If a project is cancelled at any point during the build process, Baqqa will charge up to the value of the work completed plus costs.

4.4. Baqqa requires one full month's notice in writing or email to terminate hosting services - any work undertaken by Baqqa in order to comply with the Customer's transfer instructions in providing files etc to their new provider will be charged at £50.00 per hour – minimum 1 hour. A quote will be supplied in advance of the work and is paid in accordance with Clause 2.1.

4.5. Baqqa requires one full month's notice in writing or email to terminate online marketing services (defined below)

4.6. Notice of cancellation should be made in writing via post or email

4.7. Subject to the relevant regulations contained within the Data Protection Act, Information and files retained by Baqqa will be returned to the Customer upon final payment for any outstanding invoices

5. Withdrawal of Services

Baqqa reserves the right to withdraw its services at its entire discretion, particularly in the event of any failure to pay. Upon such withdrawal of its services, Baqqa shall be under no liability whatsoever to compensate the Customer for any costs, losses or damages, howsoever arising, that the Customer may incur or may have incurred.

6. Website Design

6.1 On agreeing to move forwards with the website, the Customer agrees to work closely with Baqqa and provide any content/images and any other information that is relevant to build the website

6.2 Any content must be provided in the requested format e.g. Word or Excel and Baqqa has the right to reject any materials that do not conform to these requirements

6.3. The customer agrees to respond to Baqqa's requests for feedback within 5 working days, unless longer time-scales are agreed by both Parties in writing or by email.

6.4. Failure to provide Baqqa with information (e.g. content) does not permit the customer to delay payment, unless specifically agreed by email with Baqqa. Unless otherwise agreed, the final payment is due on the date that is confirmed in the Proposal; this payment is due whether the website is finished or not.

6.5. Baqqa will initially place the customer's website on a demonstration server so that the client may view and comment on the project.

6.6. The customer is ultimately responsible for checking the correctness of the site before they give Baqqa permission to make the site publicly available. This includes testing web forms.

6.7. When a customer agrees that a site can be made publicly available they are agreeing that the design and development of the site has satisfied all of their requirements.

7. Copyright

7.1. Copyright in all documents, papers etc. prepared or caused to be prepared by Baqqa is expressly reserved by Baqqa until full payment is received.

7.2. Upon full payment of all invoices provided to the Customer, all rights to any work carried out by the Company for the Customer is passed to the Customer. From this point, the Company assumes no rights to the material created and supplied.

7.3. The Customer shall indemnify and save harmless Baqqa against any claims that may arise out of the content or nature of the material stored upon any computer or server or which may be prohibited or protected by laws of any country or state relating to copyright, confidentiality or intellectual property.

8. Royalty Free Images

Should Baqqa be required to obtain Royalty Free Imagery, the standard cost for this service is £25.00 per image supplied, regardless of whether the image is used.

9. WordPress

9.1. Where appropriate, Baqqa uses the WordPress content management system. Baqqa is not responsible for site outages or any costs, losses or damages, due to the WordPress platform or 'Plug-In applications' used to create the Customer website

9.2. It is important to update WordPress and any used 'Plug-In applications' when new updates are available. It is the responsibility of the Customer to check and update these programmes with the exception of 9.3

9.3. Where the Customer has paid for (and payments are up to date) the WordPress update service and the Website Management service, it is the responsibility of Baqqa to ensure all updates are installed within a reasonable time from the update being released.

10. Third Party Services

10.1. Where Baqqa uses any third-party services such as but not limited to site search facilities, chat room, email or tracking services, Baqqa is not responsible for third-party service commitments, quality or availability

10.2. It is the responsibility of the Customer to read the terms and conditions provided by any third party service used on their behalf.

11. Amendments and Fixes

11.1. Where a Fix relates to a Browser Compatibility issue see clause 11, Browser Compatibility.

11.2. When a new task is requested by the Customer, Baqqa will determine whether the request is a Fix or an Amendment. A Fix of any previously agreed and paid for item will be free from charges. Amendments are charged at the standard hourly rate. The customer agrees to pay these fees via consent at the time that the service is requested.

12. Browser Compatibility

12.1. Baqqa will ensure that any website built is compatible with the current versions of Internet Explorer, Google Chrome, Safari and Mozilla Firefox browsers at the time of release when viewed on an up to date internet explorer browser.

12.2. Further Browser configurations (version number and device) should be specified to Baqqa at the time of the project. Ensuring Browser Compatibility on these additional browsers is charged at Baqqa's standard hourly rate.

12.3. Baqqa will try to make the website work in an identical manner across the browsers, but it is accepted by the Customer that this is not always possible or practical and therefore the definition of Browser Compatibility will be that the user experience is not harmed when the site is viewed on the browsers it is designed for in accordance with Clauses 11.1 and 11.2.

12.4. Browser compatibility means a near representation of the original design. As the design is converted into code, this may not be an exact match.

13. Uploading of Websites

13.1. Baqqa is responsible for uploading the Customer's website and testing all functionality where the site is hosted by Baqqa

13.2. Baqqa is not responsible for uploading the Customer's website to hosting servers not provided by Baqqa. Nor is Baqqa responsible for the hosting configuration of the Customer's hosting provision if it is not with Baqqa. However,

13.2.1. Baqqa agrees to upload to another provider's servers at Baqqa's standard hourly rate.

13.2.2. Where functionality will not work on another providers hosting provision, Baqqa will demonstrate that same functionality working on its hosting servers to prove that the functionality works and the server is at fault.

14. Online Marketing

14.1. Online Marketing services include Search Engine Optimisation (SEO), Pay per Click Management and Social Media Marketing/Management

14.2. Baqqa will carry out tasks known to help businesses through the chosen online marketing method.

14.3. Baqqa does not guarantee a positive result from their services

14.4. Baqqa requires one full month's notice in writing or email to terminate online marketing services

15. Ongoing Maintenance

Baqqa does not include ongoing maintenance in the original quotation unless itemised as a separate item. Any work carried out as part of a 'maintenance' contract or as 'Ad-Hoc' is charged at the standard hourly rate and is calculated in 30 minute units.

16. Partnership

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

17. Limitation Of Liability

17.1 Nothing in these Terms & Conditions shall limit or exclude Baqqa's liability for:

17.1.1 Death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors; or

17.1.2 Fraud or fraudulent misrepresentation.

17.2 Subject to Clause 18

17.2.1 Baqqa shall not be liable to the Customer for any downtime caused by the actions of the Customer

17.3 Except as set out in these Terms & Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

17.4 This Clause 16 shall survive termination of the Contract.

18. General Force Majeure

18.1 For the purposes of this Contract, "**Force Majeure Event**" means an event beyond the reasonable control of Baqqa including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Baqqa or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any

law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

18.1.2 Baqqa shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

19. Assignment & Sub-Contracting:

19.1. Baqqa may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights under the Contract and may sub-contract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

19.2 The Customer may delegate only to their agent, successor or personal representative

20. Notices

20.1 Any notice or other communication required to be given to a Party under or in connection with this Contract shall be in writing and shall be delivered to the other Party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other Party's main fax number or sent by e-mail to the other Party's main e-mail address.

20.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission or if sent by e-mail on the date and at the time the e-mail is received.

20.3 This Clause 20 shall not apply to the service of any proceedings or other documents in any legal action.

21. Variation:

Except as set out in these Terms & Conditions, any variation, including the introduction of any additional terms and conditions to the Contract, shall be binding from the date of Baqqa's reasonable notice of variation in writing to the Customer. For the avoidance of doubt, Baqqa may amend these Terms & Conditions from time to time.

22. Severance

If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. If such modification is not possible, the relevant provision or part-provision shall

be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

23. Governing Law & Jurisdiction:

Each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).