

# **Ryall Marketing**

## **Terms and Conditions of Business**

### **Terms and conditions pertaining to all agreements for the supply of goods and services, including electronic, data and virtual services.**

1. Ryall Marketing (hereinafter referred to as “RM”) is a trading name of The Production Centre Ltd. RM will not be liable for any loss or cost incurred by the customer, as a result of supplying any goods or services, regardless of any defect in or delay to the supply of goods or services, beyond replacing the goods or services themselves.
2. Any complaint regarding the condition of goods or services supplied must be made within 24 hours of the receipt of the goods or services, and must be corroborated with evidence, photographic or otherwise, of the date and time of receipt of the goods or services, and the condition they were in on receipt.
3. Prices quoted by RM to a customer will be valid for a period of 30 days from date of quotation, and will be subject to re quoting after that period, if the goods or services have not been ordered in that time.
4. Prices stated in this document and any accompanying schedule or quotation, form part of the agreement between RM and the customer, and will pertain at the published rate for a maximum period of 12 months from the date of the schedule or quotation. After that 12 month period, RM shall have the right to increase prices for any goods or services which which may have been previously specified in the schedule or quotation.
5. All quotations for printed goods will include PDF proofs unless otherwise specified. Please note that PDF and digital proofs are a representation of what may be printed, and we do not guarantee an exact colour match to them. Other forms of proofs are available for additional cost which will guarantee an exact match.
6. Delivery costs are not included in any quotation unless specified.
7. VAT or other taxes are not included in any quotation unless specified.
8. Quotations sent by email are subject to written confirmation by RM and do not constitute a binding offer or contract.
9. RM shall not be responsible for the content of any printed or published material ordered by a customer, when the customer supplies content or artwork. The customer shall warrant RM that he/she has all relevant authority to produce the work, including any necessary copyright and trademark clearance, and the customer shall be exclusively responsible for any costs which may be incurred as a result of failing to have correct copyright clearance, etc. RM reserves the right not to print or publish any material supplied by a customer, for example if RM considers the material to be offensive, obscene or otherwise undesirable.

10. RM will design and build websites and other electronic content, including email marketing campaigns, online advertising campaigns, and social media posts, as required by the customer. RM will provide a quotation for any such work. Any additional requirements to the quotation, that the customer may request while the work is being done or after it is complete, will be subject to additional charges, either by specific quotation, or at the hourly rate as quoted.

11. RM will provide a design or a choice of designs, for printed material, websites and other published material, the number of designs to be provided being by agreement with the customer prior to work commencing. RM will provide up to two sets of amendments, to the design and content, within the quoted price. Each set of amendments must be requested in a single document, at one time. Further design work or amendments requested by the customer will be chargeable at our hourly rate and minimum charge rate, as quoted.

12. RM will provide a timescale for delivery of the project, prior to commencement of work. All timescales and dates provided by RM are done so on the basis that any necessary input from the customer, including content or approval, is delivered in a timely manner, ie. a maximum of 2 days from the request by RM to the customer. If required inputs from the customer take longer than 2 days to deliver, RM reserve the right to extend the project completion date by the corresponding length of time. If the project completion date is delayed for more than 4 weeks, due to lack of required inputs from the customer, RM reserve the right to charge a project management fee equal to 2.5% of the total agreed project fee, for each week or part-week over the 4 weeks, until the project is completed. If the project is delayed by more than 6 months past the initially agreed completion date, due to lack of required customer inputs, RM shall have the right to claim full payment for the project, and deliver the project in its current state to the customer.

13. RM does not generally provide hosting for websites or email, and the customer shall supply their own hosting, arranged with third-party suppliers. RM may make recommendations for hosting to the customer, but RM is not responsible for any defects or failures in hosting, including outages and data loss, or consequential loss arising from any defects in the hosting, whether or not RM has recommended the hosting provider. RM does not take any responsibility for maintenance of the customer's account with the third-party supplier, which remains solely the responsibility of the customer.

14. RM may sometimes provide hosting for websites or email. RM is not responsible for any defects or failures in hosting or email provided by RM, including outages and data loss, or consequential loss arising from any defects in the hosting or email, although RM will do whatever we can to remedy the situation. This may include restoring sites from backups, which may result in some data loss.

15. RM will provide all the required website files on a disk or download for the customer to upload to their hosting. If preferred by the customer, RM can provide an upload and installation service for a fee, which will be quoted in advance of any upload and installation work. RM reserve the right to vary the fee, or not to provide the upload and installation service at all, depending on the selected hosting provider, due to the complexity and unsuitability of some hosting providers.

16. RM can provide website maintenance as either an annual package, or on an ad hoc basis, at rates quoted. Website maintenance by RM does not guarantee any protection from defects or failures in the hosting service, including service outages. Website maintenance by RM will include a specific amount of 'small amends' to be agreed (generally 2 hours per month). If any work requested by the customer is deemed by RM to exceed the scope of 'small amends' then it will be quoted and charged for by RM separately. In the event that RM and the customer are unable to agree on the scope of

'small amends' then the maintenance agreement between RM and the customer will be deemed void, and any work required henceforth will be chargeable at the hourly rate as quoted.

17. Website Maintenance packages are provided on an annual basis, to be paid for in advance. The fee is non-refundable, in the event of any dispute between RM and the customer, cancellation, cessation of hosting, etc.

18. RM is not liable for loss of data, or any consequential loss arising from loss of data, website downtime, DDOS attacks or any other viral or malware attack. RM does not guarantee that websites are backed up, although RM will hold a copy of the website as originally supplied to the customer, for a year after the original supply date.

19. RM will arrange provision of email services on the customer's hosting if required, at the hourly rate as quoted. RM will not be liable for loss of service or loss of data (including contact details and email archives), or any consequential loss arising from such loss.

20. For security reasons, RM may require the customer to provide a suitable email address and SMTP server details to enable forms and email delivery from websites. If the SMTP server is provided by a third party, the customer will be solely responsible for maintaining their account with the third party. RM shall not bear any responsibility for outages, data loss or any consequential loss arising, from SMTP services provided by third parties.

21. RM will provide upgrade and development services for existing websites by agreement with the customer. All work on pre-existing websites is subject to an initial 'exploration fee' as quoted, which is payable in advance and is not refundable, whether or not RM decide to quote for the upgrade and development work subsequently.

22. If RM is commissioned to undertake Search Engine Optimisation for the customer, we will use our expertise to achieve the best outcome that we can. RM offers no guarantees regarding SEO outcomes and ranking positions, which are subject to a wide range of external influences over which RM has no control.

23. All designs, text, content, and methodology created, presented and provided by RM to the customer remain the intellectual property and copyright of RM unless they are actually paid for and utilised by the customer. RM retains the right to use such IP for other purposes, including provision of designs and content to other customers, if they have not been utilised by the customer. RM reserves the right to use any programming techniques or code developed for the customer, for any other purpose.

24. The supply of goods and services by RM and these terms and conditions shall be subject to and construed in accordance with English law and RM and the customer submit to the exclusive jurisdiction of English courts in all matters connected therewith.

25. These Conditions shall apply in so far as they are held to be lawful and enforceable, if any Conditions or part Condition shall be held to be unlawful or unenforceable then these Conditions shall be read and construed as if such Condition or part thereof were omitted.