

# Terms and Conditions

## 1. Definitions

1.1 The Company means Advansys (Advansys Limited), the Client means the person or organisation purchasing services from the Company.

1.2 Conditions means the terms and conditions of sale set out herein and any special terms and conditions agreed in writing by the Company.

1.3 Services means the internet services which the Client agrees to purchase from the Company.

1.4 Price means the price for the services exclusive of VAT.

1.5 Order means an Order for services from the Company made pursuant to the signed Contract order form.

## 2. Conditions Applicable

2.1 These conditions shall apply to all contracts for the sale of services by the company to the Client with the exclusion of all other terms and conditions including any terms or conditions which the Client may purport to apply under any purchase order, confirmation of order or similar document.

2.2 The Company reserves the right to alter, add and subtract from these terms and conditions, you will be notified by email and or post if and when any alterations to these terms and conditions are made.

2.3 Any variation to these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless confirmed in writing by the company.

2.4 All orders for services shall be deemed to be an offer by the Client to purchase services pursuant to these conditions

2.5 Signing of the contract order form or receipt of an email to proceed shall be deemed conclusive evidence of the Client's acceptance of these terms and conditions.

2.6 Your website's URL may require to be linked via the Company's website, this is purely to aid the functionality of your service, please notify us by writing if you do not require the link to the Company's web site.

2.7 It is natural that some listings with our SEO process may slip. We do endeavour to rectify this situation and in some cases the re-optimising of your website may be necessary. This re-optimisation can therefore alter the estimated timescales for high ranking listings. We cannot, however, be held responsible for temporary fluctuations in listings that occur during changes to search engine algorithms.

2.8a FTP (File Transfer Protocol) is the method by which files are downloaded or uploaded to the internet. Your website's FTP host name, username and password are provided by the company hosting your website and are required by the Company. Work may not commence until the Company receive payment and the correct FTP details for the website URL.

2.8b Should FTP access be unattainable the Company would require a copy of your website's files and any databases that the website requires to run to be sent to the company at its postal address at that time via a form of suitable media.

2.9 The Company is obliged to start part of the contracted work process (either on page or off page work) within 21 working days from the receipt of any initial project cost payment and website access detailed above in sections 2.8a and 2.8b. If the Company fails to achieve this you are eligible for a 75% refund of initial project cost payment.

2.10 In the case of SEO services the Company shall provide an allowance of 2 hours per month for development work which may be needed on your website in order for us to deliver our services effectively. The Company shall, if authorised, make changes to Title Tags, Headings, Content, CSS and Robots.txt on your behalf within the scope of this agreement. The Company shall also allow for development of a Blog Module, RSS Feed and XML Sitemap if needed. In the event additional development work is required above and beyond the scope of this agreement the Company shall advise you and make recommendations. Additionally the Company may offer to supply additional development services at extra cost as an alternative to using an existing 3rd party development agency.

2.11 In the case of PPC services the Company agrees that the daily PPC budget will not be modified without the Client's approval. The cost of the Services is outlined within the agreed quotation and is subject to a minimum fee as stated in the quotation. The Customer will be responsible for all advertising/PPC costs and pay these direct to the third party (e.g. without limitation, Google, Yahoo, Bing). Account management time will be allocated according to budget spend (4 hours for each £500 of management spend). In the event the Client wishes to terminate the agreement within the agreed contract period either by exercising an agreed break clause or otherwise, any campaign work created by the Company shall remain the Intellectual Property (IP) of the Company.

## 3. The Price and Payment

3.1 Payment for services shall be required in advance of any work being performed. Billing shall be on a monthly basis with all invoices issued in advance of the next month's services and payment terms being 7 days from date of invoice. No works shall be undertaken for a given month whilst payment for that month is outstanding.

3.2 Services shall be for a minimum of the agreed contract period. The period shall commence on date the contract is signed. After the contact period has ended if you do not wish to renew the services the Company shall require at least 1 month's written notice stating that you do not wish to renew. If notice is not provided the services shall continue on a rolling month by month basis until such a time as 1 months written notice is received.

3.3 In the event payment for a given month is not received after a period of 30 days from the date of invoice the Company shall reserve the right to terminate this agreement and issue a Cancellation Charge as defined in 6.1.

3.4 Achieved listings or results are defined as an overall increase in ranking across the search engines (listed above in point 3.3) when compared to the initial ranking report carried out in our initial evaluation.

#### **4. The Services**

4.1 The Company require that prior notice be given for any alterations relating to your website(s) that may affect the services supplied by the Company. If alterations are made by the client or a third party to a client's site, search engine placements may be affected and the company cannot be held responsible. The company reserve the right to charge to rectify any problems to regain listings.

4.2 During the search engine optimisation process, unless agreed otherwise, the Company will carry out validation to W3C standards and optimisation on up to 10 pages or scripts of the Client's website. Certain restrictions with third party design platforms such as Content Management Systems can affect this process meaning the Company may not be able to fully validate or make the necessary changes required. If the Client requires the Company to validate the entire website the Client will need to speak to a Company representative and create a new order for these works.

4.3 Where Link Building is undertaken the Company shall build links from sites with a similar theme where possible, however the Company reserve the right to exercise discretion in relation to theme scope and substitute links if deemed necessary.

#### **5. Warranties and Liability**

5.1 The Company warrants that the services will at the time of delivery correspond to the description given by the Company, either verbally or by means order forms, invoices etc.

5.2 The Company shall not be liable for any loss or damage (including but not limited to consequential loss or damage) arising from the use of the services.

5.3 If during the contract period between the Company and the Client, the client uses a third party (other than the Company) for search engine optimisation and / or associated workings the company cannot be held responsible for any consequential loss of listings or associated damages that may arise.

#### **6. Termination of Contract and Refunds**

6.1 The Company is under no obligation whatsoever to accept the cancellation of the services or cancellation of orders incorrectly placed. Any cancellations will only be accepted if agreed in writing and within your contract period and will be subject to a 20% Cancellation Charge calculated based upon the total contract value. Any refund given will also be minus any costs incurred by the company i.e. directory submissions and linking strategies.

6.2 With regards to a 12 month contract the Customer has the right to terminate the contract at month 6 only.

6.3 With regards to a 6 month contract the Customer has the right to terminate the contract at month 3 only.

6.4 On month 13 of a 12 month contract, the contract becomes a rolling contract where the customer can terminate by giving 3 months notice in writing to the supplier

#### **6.2 In relation to Training Courses:**

1. All bookings will be acknowledged and confirmed prior to the course date.

2. Payment, via Credit or Debit Card only, shall be required in full in advance of the course date. If payment is not received in advance and in the absence of any alternative arrangement with Promote then the course shall be considered cancelled at short notice and the full fee will be charged.

3. Rescheduling your training course is only possible after full payment has been received.

4. In the event of a cancellation an administrative fee of £200 will be charged. If less than 5 working days' notice is given the full amount will be charged. Non-attendance is considered a cancellation and the full amount will be charged.

5. We will endeavour to run all courses as advertised. However, we reserve the right to cancel a course at any time and offer an alternative date, credit or refund, without any liability for any consequential or indirect loss.

6. If you may have any special dietary requirements please inform us upon booking.

#### **7. Title**

7.1 Programming work carried out on your site(s) shall remain the property of the Company until payment thereof has been received in full by the Company and is not subject to any form of recovery or cancellation by way of charge back or otherwise. All services provided to the Client or their agent or person acting on behalf of the Client, may be removed from the Client's website by the Company at any time after the due date of payment has passed and the payment has not been received in full or if payment has been received in full, has been made subject to a Charge back, any costs incurred by the Company by means of directory submissions will also be recovered. If you do not renew your 6 month contract to the services provided by the Company, you must remove all references to Promote on the viewable page and within the source code, this must be removed within 14 days from the renewal date.

#### **8. General**

8.1 It is always the policy of the Company to develop and improve its services. The Company, therefore, reserves the right to make any improvements to the designs and specifications of the services.

8.2 Nothing in this Agreement shall confer, nor do the parties intend it to confer, any enforceable right on any third party and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

8.3 This Contract shall be governed by the Laws of England and the parties submit to the exclusive jurisdiction of the English Courts in relation to any dispute hereunder.