

TERMS AND CONDITIONS

By placing an order with Unity Media Midlands Ltd, you confirm that you have read, understood and agree to be bound by the terms & conditions below.

Definitions:

“**Client**” means the company or individual requesting the services from Unity Media Midlands.

“**Unity Media Midlands**” means Unity Media Midlands Ltd, 1st Floor, 2 Chancery Place, Millstone Lane, Leicester, LE1 5JN and any associated supplier.

“**Minimum Term**” for all Ongoing Services including PPC means 1 month from the date of commencement of the relevant Ongoing Service.

“**Charges**” means all fees, costs, and expenses payable by the Client under the Contract, including recurring fees, project fees, and Digital Access fees. Charges are payable in consideration of the provision and availability of Services and are not dependent on usage, results, outputs, or the level of Client engagement.

“**Digital Access**” means a subscription-based service whereby the Client commits to a fixed monthly budget in exchange for access to Unity Media Midlands’ digital marketing services, resources, and expertise, which may be flexibly allocated across different channels and activities.

1. GENERAL

- 1.1. Quotations will remain valid for the period of 14 days from the date of quotation.
- 1.2. This contract is subject to these Terms and Conditions. Unity Media Midlands reserve the right to vary the Terms and Conditions from time to time.

2. PRICES

- 2.1. In relation to any ongoing services: -
 - 2.1.1. Unity Media Midlands is Entitled to increase its prices at least once in any 12 month period.
- 2.1.2. Unity Media Midlands will notify the Client of any price increase in relation to clause 2.1.1 in writing at least 7 days before any increase is applied.

3. TERMS OF PAYMENT

- 3.1. In relation for any Order for Website Design Services, the Client shall pay to Unity Media Midlands: -
 - 3.1.1. For Website Development/Design services orders a non-refundable deposit of 30% of the total order value.
 - 3.1.2. a ‘second payment’ of a further 35% of the total order value the following month.
 - 3.1.3. a ‘final payment’ of the remaining balance of the total order value for the Website Development/Design Services is to be made in the consecutive month following the ‘second payment’.
- 3.1.4. All Website Development orders of £500 (Excl. VAT) and below are payable in one non-refundable payment prior to the start of the project.
- 3.2. In relation to any Ongoing Services provided by Unity Media Midlands the Client will pay at the time of Order a non-refundable amount equal to 100% of the amount to be billed. Thereafter the Client will be invoiced on a recurring basis in advance.
- 3.3. The Client will pay Unity Media Midlands by one or more of the below, agreeing that the work will begin upon cleared funds being received:
 - 3.3.1. Cheques made payable to **Unity Media Midlands Ltd - Lloyds Bank**
Sort Code: 77-15-27
Account Number – 16386968
- 3.3.2. Via Go Cardless payment System.
- 3.4. Failure to make payment by the 14th day after Unity Media Midlands issues a Client with an invoice may result in suspension and or disconnection of any Ongoing Services without any liability to Unity Media Midlands.
- 3.5. All Charges are invoiced in advance and relate to full calendar month service periods. Charges are not capable of apportionment or refund.
- 3.6. The Client’s obligation to pay Charges is not conditional upon the delivery of specific outputs, deliverables, activity levels, or results.
- 3.7. Charges are payable in full whether or not the Client utilises the Services.

- 3.8. Interest shall accrue on all overdue sums at a rate of 8% above the Bank of England base rate, calculated daily from the due date until payment is made in full.
- 3.9. The Client shall indemnify Unity Media Midlands for all costs incurred in the recovery of overdue sums, including legal fees, debt recovery costs, and administrative expenses.
- 3.10. The Client shall not be entitled to withhold, delay, set-off, or reduce payment of any Charges by reason of any dispute, counterclaim, or alleged defect in the Services.

4. WEBSITE DESIGN

- 4.1. When detailed in the order, Unity Media Midlands shall provide Web Design Services, Unity Media Midlands agrees to build and/or develop the relevant website in accordance with the specification. In the event of a dispute arising as to whether the Website satisfies the specification, Unity Media Midlands’s decision shall be final and binding.
- 4.2. The website, graphics and any programming code remain the property of Unity Media Midlands until all outstanding accounts are paid in full.
- 4.3. Unity Media Midlands cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.
- 4.4. Any additions to the brief will be carried out at the discretion of Unity Media Midlands and where no charge is made by Unity Media Midlands for such additions, Unity Media Midlands accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.
- 4.5. The client agrees to make available as soon as is reasonably possible to Unity Media Midlands all materials required to complete the site to the agreed standard and within the set deadline.
- 4.6. Unity Media Midlands will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

5. SEARCH ENGINE OPTIMISATION

- 5.1. When detailed in the Order, Unity Media Midlands shall provide SEO Services. Unity Media Midlands will use its reasonable endeavours to improve the ranking of the Clients website in the search engines. However Unity Media Midlands does not in any way guarantee the results of such endeavours. For the avoidance of doubt, the client accepts that Unity Media Midlands cannot guarantee any particular or specific position or ranking on any search engine or the increase of any business to the Client in respect of any services provided.
- 5.2. Unity Media Midlands shall have no liability to the Client for any changes to the position of the Website in the Search Engines Results in response to a search.
- 5.3. SEO Services may not be suspended during the Contract term.

6. PAY PER CLICK

- 6.1. When detailed on the Order, Unity Media Midlands shall provide a PPC Management Service on Google.
- 6.2. Where applicable, The Client understands and accepts its responsibility to ensure all monies due and owed to Google are paid directly to it, unless otherwise agreed in writing with Unity Media Midlands.
- 6.3. Unity Media Midlands does not in any way guarantee the results or effects of the PPC Management Service. For the avoidance of doubt, the client accepts that Unity Media Midlands cannot guarantee any particular or specific position or ranking on any search engine or the increase of any business to the Client in respect of any services provided.

7. WEB HOSTING

- 7.1. Where specified in the Order, Unity Media Midlands shall provide Hosting Services.
- 7.2. The Client shall be solely responsible for the accuracy, legality, currency and compliance of the Website Information and User Generated Content and will be solely liable for false, misleading, inaccurate, or infringing information contained or referred to therein.
- 7.3. The Client acknowledges and accepts that Unity Media Midlands may be required by law to monitor the Website Content and traffic, and if necessary give evidence of the same together with use of the logon ID to support or defend any dispute or actionable cause or matter which arises in relation to the same.
- 7.4. Unity Media Midlands does not warrant that the Hosting Service or Server will be continuously available at all possible times (24

x 7 x 365 days), but will use its reasonable endeavours to keep downtime to a minimum; and the Client agrees that Unity Media Midlands shall have no liability to the Client for the consequences in the event of any such downtime.

- 7.5. Unity Media Midlands may need to, at times, temporarily suspend the Hosting Service for repair, maintenance or improvement and will give the Client as much notice as is reasonably practicable in the circumstances before doing so. Unity Media Midlands will also restore the Hosting Service as soon as reasonably possible.
- 7.6. The Client accepts the Hosting Service and Server “as is” with any faults or failings and without any representation, warranty or guarantee whatsoever, express or implied, including without limitation any implied warranty of accuracy, completeness, quality, continuity of service, connectivity and fitness for a particular purpose.
- 7.7. Charges in relation to the Hosting Services may vary in accordance with the bandwidth. The Client accepts and agrees that if its bandwidth usage rises to a higher banding agreed, the Client shall pay the relevant charges for the higher banding for the month in which the bandwidth usage rises to the higher band.
- 7.8. In the event that the Client’s bandwidth exceeds its usual/standard bandwidth for 3 consecutive months, the Client accepts and agrees that its usual/standard bandwidth banding shall thereafter be increased to the relevant higher banding.
- 7.9. Unity Media Midlands cannot guarantee the speed and robustness of the Services when the Client’s bandwidth usage increases to a higher band without reasonable notice to Unity Media Midlands.
- 7.10. If a Client’s bandwidth usage exceeds 100GB in any single month, Unity Media Midlands may require the Client to purchase a bespoke hosting package within 3 months, and the Client agrees to be responsible for the associated costs of such bespoke package.
- 7.11. Where either party gives notice to transfer the Hosting Service from Unity Media Midlands to a third party Unity Media Midlands shall charge a transfer fee, and will not affect such transfer unless or until such fee and any/all sums owing to Unity Media Midlands are paid in full.

8. OTHER SERVICES

- 8.1. Unity Media Midlands is a reseller partner for Domain Name registration, Website Hosting, PPC, mailboxes and other services for companies including, without limitation, landl.
- 8.2. Unity Media Midlands does not accept any liability to the Client for any financial loss resulting or arising from: -
 - 8.2.1. a Domain Name not being renewed; and/or
 - 8.2.2. any registered mailbox, PPC or other such services not being available.

9. DIGITAL ACCESS

- 9.1. Digital Access is a retainer-based service providing the Client with access to Unity Media Midlands’ resources, expertise, and digital marketing services, which may be flexibly allocated across channels and activities.
- 9.2. The Client acknowledges that Digital Access is not a fixed-scope service and does not provide entitlement to any fixed number of hours, deliverables, outputs, or results.
- 9.3. Unity Media Midlands reserves the right to allocate resources unevenly across the Contract term, including front-loading or back-loading activity where reasonably required to achieve the Client’s objectives.
- 9.4. The Client acknowledges that activity levels, outputs, and visible work may vary between periods.
- 9.5. Resource allocation may vary depending on the level of expertise required, and different activities may carry different internal value weightings.
- 9.6. Unity Media Midlands shall not be required to disclose time spent, hourly rates, or internal resource allocation unless expressly agreed in writing.
- 9.7. Any perceived under-utilisation shall not entitle the Client to any credit, refund, reduction in Charges, or carry-over of Services.
- 9.8. Charges remain payable in full regardless of usage, participation, engagement, or whether the Client elects to utilise all or any part of the Services.
- 9.9. Failure by the Client to engage with the Services shall not affect the Client’s payment obligations.
- 9.10. Digital Access shall be subject to a minimum initial term of twelve (12) months unless otherwise agreed in writing.
- 9.11. Following expiry of the initial term, the Contract shall continue on a rolling basis subject to Clause 12 (Termination).

10. DELIVERY AND COMPLETION DATES

- 10.1. Unity Media Midlands undertakes to use its reasonable endeavours to provide completed Web Design Services to the Client within the time frame stipulated in the Order, or if no time frame is specified, within a reasonable period from the date on which Unity Media Midlands receives a signed Order from the Client.
- 10.2. The dates and timeframes for carrying out the Services and delivery of any resultant Website are approximate only. The Client hereby acknowledges and agrees that time is not of the essence for delivery or performance.
- 10.3. Without prejudice to Clause 14, Unity Media Midlands will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform safe where the same is a result of the gross negligence of Unity Media Midlands.
- 10.4. No delay shall entitle the Client to reject any delivery or performance or any other Order from the Client, or to repudiate the Contract or the Order.
- 10.5. Unity Media Midlands shall not be liable for any failure to meet performance targets, timelines, or outcomes where such failure arises from the Client's failure to provide timely cooperation, access, approvals, or information.

11. INTELLECTUAL PROPERTY AND LICENCE

- 11.1. The Client acknowledges that any Intellectual Property Rights created, developed or subsisting by Unity Media Midlands in or in connection with the provision of the Services shall be the sole property of Unity Media Midlands.
- 11.2. Subject to the provisions of Clause 11.3 below, the Intellectual Property Rights, together with all rights, title and interest in the same in relation to the Website and the Domain Name registration shall vest exclusively in Unity Media Midlands. As such, Unity Media Midlands shall be free to reproduce, use, disclose, display, exhibit, transmit, perform, create derivative works, and distribute such material unless specifically agreed otherwise. Further, Unity Media Midlands shall be free to use any ideas, concepts, know-how or techniques acquired in the construction of the Website for any purpose whatsoever included but not limited to developing, manufacturing and marketing products and any other items incorporating such information unless specifically agreed otherwise.
- 11.3. All rights, title and interest in and to the Intellectual Property Rights in the Client Content/Data belonging to the Client shall vest exclusively in the Client.

12. TERMINATION

- 12.1. Unless otherwise agreed in writing with Unity Media Midlands, the Client acknowledges and agrees that the duration of the Contract will be for the Minimum Term, and subject thereafter to the notice provisions in this Clause 15.
- 12.2. Following expiry of the Minimum Term either party may terminate the Contract:
- 12.2.1. in relation to Web Design Services, Digital Access, and all Ongoing Services including PPC by giving not less than three (3) full calendar months' written notice.
- 12.2.2. For the purposes of this clause, "full calendar months" means complete calendar months beginning on the first day and ending on the last day of a calendar month.
- 12.2.3. Any notice served part way through a calendar month shall take effect from the first day of the following calendar month.
- 12.2.4. The Client shall remain liable for all Charges arising during the entirety of the Minimum Term and any applicable notice period, whether or not the Services are utilised.
- 12.2.5. Such Charges shall not be subject to apportionment and shall constitute a debt due and payable.
- 12.2.6. Unity Media Midlands reserves the right to invoice all Charges due for the remainder of the Minimum Term and/or notice period immediately upon receipt of notice of termination, and such sums shall become immediately due and payable.
- 12.3. In respect of Web Design Services, where the Contract is terminated before the Website is set live Unity Media Midlands shall be entitled to payment of a reasonable sum for the work undertaken until the date of termination.
- 12.4. Either party may terminate the Contract immediately and without notice if:
 - 12.4.1. the other enters into a composition with its creditors;
 - 12.4.2. an order is made for the winding up of the other;
 - 12.4.3. an effective resolution is passed for the winding up of the other (other than for the purpose of amalgamation or reconstruction on terms approved by the first party (such approval not to be unreasonably withheld)); or
- 12.4.4. the other has a receiver, manager, administrative receiver or administrator appointed in respect of it.

- 12.5. Unity Media Midlands shall be entitled to terminate the Contract immediately upon service of written notice to the Client if:
 - 12.5.1. any invoice remains outstanding for more than 30 days; or
 - 12.5.2. the Client fails to co-operate with and/or provide Unity Media Midlands with clear instructions, access, approvals, or information requested by Unity Media Midlands for more than fourteen (14) consecutive days, which shall constitute a material breach of the Contract. In such circumstances Unity Media Midlands reserves the right to suspend the Services without liability and invoice immediately all remaining Charges due for the Minimum Term and/or any applicable notice period.
- 12.5.3. Unity Media Midlands considers (at its sole discretion) reasonable to do so.
- 12.6. Termination of the Contract shall be without prejudice to any other rights or remedies of either party.
- 12.7. Upon termination of this Contract for any reason, the Client:
- 12.7.1. shall cease immediately to be entitled to use the Website unless or until the Client has paid all outstanding Charges up to the date of termination together with any sums due in respect of the Ongoing Services (whether already provided or contracted to be provided during the Minimum Term and/or any relevant notice period, whether or not such Services are utilised); and in any event
- 12.7.2. shall grant Unity Media Midlands immediate access to the Website (whether hosted by Unity Media Midlands or otherwise), and/or provide any/all such information necessary to facilitate such access for the purpose of disabling any links and/or removing any other SEO techniques and/or coding created by Unity Media Midlands which form part of the SEO Services provided by Unity Media Midlands, and for removing from the Website any other Intellectual Property Rights belonging to Unity Media Midlands. For the avoidance of doubt, this may affect the appearance of the Website and the search engine ranking positions of the Website. Unity Media Midlands shall not be liable for any such changes.
- 12.8. If the Client fails to provide immediate access to the Website pursuant to Clause 12.7.2 above, the Client shall remain liable for the relevant Charges for the Ongoing Services on a recurring basis in accordance with the Contract until such time as the Client complies with Clause 12.7.2 above.. The terms of Clauses 11 (Intellectual Property), Clause 13 (Indemnity and Limitation of Liability) and shall survive the termination (howsoever arising) of this Contract.
- 12.9. Force Majeure: Unity Media Midlands shall not be liable for failure to perform the Services if such failure is as a result any act beyond its reasonable control (including, without limitation, fire, flood, earthquake, storm, hurricane or other natural disaster), war, civil unrest, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service and/or any failure attributable to Unity Media Midlands's sub-contractors and/or service providers (in Unity Media Midlands's discretion)

13. INDEMNITY AND LIMITATION OF LIABILITY

- 13.1. The Client shall indemnify Unity Media Midlands against any loss, damage, cost or expense (including reasonable legal fees and expenses) Unity Media Midlands may suffer or incur as a result of:
 - 13.1.1. any act, omission, neglect or default of the Client, its agents, or employees.
 - 13.1.2. any claim by any third party that the Client's Information and/or Client Content/Data infringes the Intellectual Property Rights of a third party or is fraudulent, offensive, abusive, defamatory, obscene or menacing or causes annoyance, inconvenience or needless anxiety or constitutes unsolicited advertising or promotional material;
 - 13.1.3. work done in accordance with the Client's instructions in hosting of the Website on the Server involving the infringement of any Intellectual Property Rights (including but not limited to framing or linking to third parties' websites);
- 13.2. Unity Media Midlands shall not be liable to the Client for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Contract, the Server, the connectivity to the Internet, the hosting, the Website, its use (including but in no way limited to any unlawful or unauthorised access or use by any third party), application, support or otherwise, except to the extent which it is unlawful to exclude such liability.

- 13.3. Nothing in this Contract shall exclude or limit the liability of Unity Media Midlands for fraudulent misrepresentation or for any death or personal injury caused by Unity Media Midlands's negligence.

14. ASSIGNMENT AND SUBCONTRACTING

- 14.1. None of the rights or obligations of the Client under the Contract may be assigned or transferred in whole or in part without the prior written consent of Unity Media Midlands.
- 14.2. The Website shall be for the sole use of the Client and shall not be capable of assignment to a third party by the Client without the prior written consent of Unity Media Midlands.
- 14.3. Unity Media Midlands shall be entitled to sub-contract any work relating to the Contract without obtaining the consent of, or giving notice to the Client.
- 14.4. Unity Media Midlands shall be free to assign its rights in the Contract to any third party without giving prior notice to the Client.

15. INVALIDITY

- 15.1. If any provision (or part of a provision) of this Contract is found by any court or administrative body of a competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 15.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

16. THIRD PARTY RIGHTS

A person who is not party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

17. LAW AND JURISDICTION

The Contract shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.