

## OUR TERMS & CONDITIONS

### 1. INTERPRETATION

The definitions and interpretation set out in this clause 1 apply to the Order:

- 1.1. **“Order”** means the agreement made between Omar Budeiri Consulting Limited and the Client as set out in these conditions.
- 1.2. **“Services”** means any work undertaken or service provided by Omar Budeiri Consulting Limited under the Order as set out in the Quotation, together with any other services which Omar Budeiri Consulting Limited provides or agrees to provide, to the Client which may include (without limitation) WordPress website design (with or without E-Commerce), Search Engine Optimisation (with or without E-Commerce), Pay Per Click (with or without E-Commerce), Social Media (with or without E-Commerce) and E-mail marketing (with or without E-commerce).
- 1.3. **“You”** or **“Client”** means the person, firm or company referred to in the Quotation who purchases the Services.
- 1.4. **“We”** or **“Us”** means Omar Budeiri Consulting Limited.

### 2. THESE TERMS

- 2.1. **What these terms cover.** These are the terms and conditions on which we supply services including without limitation digital audit, digital strategy, Wordpress development, Magento development, Search Engine Optimisation, E-Commerce development, visual ID and artwork, Google AdWords management and Google Merchant Centre management (the **“Services”**).
- 2.2. **Why you should read them.** Please read these terms carefully before you accept our offer of Services. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 2.3. **Entire agreement.** These terms constitute the entire agreement between us in relation to your Order. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### 3. INFORMATION ABOUT US AND HOW TO CONTACT US

- 3.1. **Who we are.** We are Omar Budeiri Consulting Limited a company registered in England and Wales with company registration number 10812897 and our registered office is at 604 Islington Gates, 4 Fleet Street, Birmingham B3 1JH.
- 3.2. **How to contact us.** You can contact us by telephoning us on +44794961157 or by writing to us at [ob@obc.digital](mailto:ob@obc.digital) or 604 Islington Gates, 4 Fleet Street, Birmingham B3 1JH.
- 3.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

### 4. OUR CONTRACT WITH YOU

- 4.1. **How we will offer you Services.** Our offer of Services will take place when we email you with a quote detailing the Services to be provided to accept (the **“Quote”**).
- 4.2. **Validity.** The Quote will remain valid for acceptance for 30 days from the date of issue. After 30 days, we reserve the right to alter or decline to provide the Services.
- 4.3. **How you accept our offer of Services.** Your acceptance of the Services will take place when you respond to us confirming that you accept the quote (in writing) at which point a contract will come into existence between you and us subject to these terms and conditions (your **“Order”**).
- 4.4. **Retainer Services.** You acknowledge that all of our Services are provided on the basis of a minimum order length of 12 months, such contract commencing in accordance with clause 4.3 above (the **“Initial Order Period”**). Following the Initial Order Period, our Services will continue on a monthly rolling basis until you give us notice in accordance with clause 7.
- 4.5. **Your quote & invoice number.** We will assign a quote number and invoice number to your Order and tell you what it is in the Quote and any invoice provided to you. It will help us if you can tell us the quote or invoice number whenever you contact us about your Order.

### 5. PRICE AND PAYMENT

- 5.1. In consideration of us providing the Services you must pay our Prices (the **“Prices”**) in accordance with this clause 5.

- 5.2. **Where to find the price for your Order.** The Price of your Order (which may include VAT) will be the Price indicated on the Quote. We use our best efforts to ensure that the Prices of the Services advised to you are correct. However please see clause 5.5 for what happens if we discover an error in the Prices of the Services in your Order.
- 5.3. **VAT** Our Prices are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Prices.
- 5.4. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your Order date and the date we supply the Services, we may adjust the rate of VAT that you pay (if VAT is applicable to your Order), unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 5.5. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, a Quote may contain an incorrect price. Where the Services' correct Price at your Order date is less than our stated price in the Quote, we will charge the lower amount. If the Services' correct Price at your Order date is higher than the price stated to you in the Quote, we will contact you for your instructions before we begin the Services.
- 5.6. **When you must pay and how you must pay.** Payment for the Services is in advance. Your first payment will be due on the date as specified in the electronic invoice issued to you on your acceptance of the Order and subsequent payments will be due monthly in advance on the date as specified in subsequent invoices issued to you monthly. We accept payment by BACS, cheque and debit card.
- 5.7. **No set-off.** You must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.8. **We can charge interest if you pay late.** If you do not make any payment to us by the due date then without prejudice to any other rights and remedies, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Natwest Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 5.9. **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 6. YOUR RIGHTS TO MAKE CHANGES**
- If you wish to make a change to the Services or to the scope of the Services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
- 7. CANCELLING YOUR ORDER**
- 7.1. **Cancellation.** You may cancel the Order or part of an Order if you notify us as set out in clause 7.2.
- 7.2. **Notice and receipt.** To cancel the Order, you must e-mail us at [ob@obc.digital](mailto:ob@obc.digital) or let us know by post (sent by first class or recorded delivery or other next day delivery service) to 604 Islington Gates, 4 Fleet Street, Birmingham B3 1JH. Please include details of your Quote number or Invoice number to help us to identify your Order. Your notice is deemed to be received by us the next working day after transmission of your e-mail or two working days after you post the letter to us.
- 7.3. **Effect of Notice.** In accordance with clause 4.4 and as detailed in your Quote, each of our Services are provided on the basis of a minimum order length of 12 months (the "Initial Order Period"). Therefore:
- (a) In the event your cancellation notice is received within the Initial Order Period, your cancellation is effective on the later of:
    - (i) the first day after expiry of the Initial Order Period; and
    - (ii) the day that is 30 days after the date of receipt.
  - (b) In the event your cancellation notice is received after the Initial Order Period, your cancellation is effective 30 days after the date of receipt.
- 7.4. **Payment on Cancellation.** You are still liable to continue to pay for the Services in

accordance with your Order up to but not including the effective date of cancellation.

- 7.5. **Refund on Cancellation.** If you cancel the Order, we will refund you in full any amount that you have paid in advance for Services after the effective date of cancellation, by BACS payment. We will deduct from any refund an amount for the supply of the Services for the period up to the date of cancellation in accordance with clause 7.3 and any amounts already paid to any third party providers as part of the Services.

## 8. OUR SERVICES

- 8.1. **Compliance with specification.** Subject to our right to amend the specification (see clause 8.2) we will supply the Services to you in accordance with the specification for the Services appearing in the Quote.

- 8.2. **Changes to specification.** We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or by any changes and/or updates by Wordpress, Magento, Google, Google AdWords or Google Merchant Centre or if the amendment will not materially affect the nature or quality of the Services and we will notify you in advance of any such event.

- 8.3. **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.

- 8.4. **Time for performance.** We will use reasonable endeavours to meet any performance dates specified in the Order, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Order.

## 9. YOUR OBLIGATIONS

- 9.1. It is your responsibility to ensure that:
- (a) the terms of your Order are complete and accurate;
  - (b) you co-operate with us in all matters relating to the Services;
  - (c) you provide us with such information and materials we may reasonably require in a timely manner in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - (d) all information and materials that is provided by you is owned by you, or, if not, that you have permission from the legal owner to enable us to legitimately

use such material in the provision of the Services; and

- (e) you provide us with such access to your Google Analytics, Google AdWords, Google Merchant Centre, Wordpress and/or Magento accounts (or any other such accounts) as we may reasonably require in order to supply the Services.

- 9.2. **Default.** If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 9.1 (“Your Default”):

- (a) we will be entitled to suspend performance of the Services (including deactivating your website) until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Order under clause 13 (Termination);
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services.

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. **Ownership.** All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us.

- 10.2. **Your Licence to use.** We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the deliverables specified in your order (excluding materials provided by you) for the purpose of receiving and using the Services and such deliverables in your business. You may not sub-license, assign or otherwise transfer the rights granted in this clause 10.2.

- 10.3. **Our Licence to use.** You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Order for the purpose of providing the Services to you.

**11. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 11.1. We will use any personal information you provide to us to provide the Services.
- 11.2. You agree that we have the right to include any work done for you in our portfolio and write about the Services on other websites or media. If you do not want us to do this, you are required to notify us in writing in advance of the Services commencing.

**12. LIMITATION OF LIABILITY**

- 12.1. Nothing in the Order limits or excludes our liability for:
  - (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability which cannot be limited or excluded by applicable law.
- 12.2. **Exclusions.** Subject to clause 12.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Order for:
  - (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of use or corruption of software, data or information;
  - (f) loss of or damage to goodwill; and
  - (g) any indirect or consequential loss.
- 12.3. **Limit on Liability.** Subject to clause 12.1, our total liability to you arising under or in connection with the Order, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the total Prices paid under the Order.
- 12.4. **No Warrant or representation.** Except as expressly stated in these terms and conditions, we do not give any representations, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, by common law or

otherwise are, to the fullest extent permitted by law, excluded from the Order.

- 12.5. This clause 12 will survive termination of the Order.

**13. TERMINATION**

- 13.1. Without limiting any of our other rights, we may suspend the performance of the Services, terminate the Order and/or deactivate your website with immediate effect by giving written notice to you if:
  - (a) you commit a material breach of any term of the Order and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so;
  - (b) you fail to pay any amount due under the Order on the due date for payment;
  - (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
  - (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Order has been placed in jeopardy.

- 13.2. Termination of the Order will not affect your or our rights and remedies that have accrued as at termination.

- 13.3. Any provision of the Order that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

**14. EVENTS OUTSIDE OUR CONTROL**

- 14.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Order that is

caused by any act or event beyond our reasonable control ("**Event Outside Our Control**").

14.2. If an Event Outside Our Control takes place that affects the performance of our obligations under the Order:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Order will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

14.3. **Cancellation.** You may cancel the Order affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please notify us in accordance with clause 7.2. If you opt to cancel we will refund the price you have paid in advance, less the charges reasonably and actually incurred us by in performing the Services including any amounts paid to any third party up to the date of the occurrence of the Event Outside Our Control.

## 15. NON-SOLICITATION

You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six months following termination of the Order

## 16. COMMUNICATIONS BETWEEN US

16.1. **Writing.** When we refer to "in writing" in these Terms, this includes email.

16.2. **Notice.** Any notice or other communication given under or in connection with the Order must be in writing and be sent by pre-paid first class post or other next working day delivery service, or email.

16.3. **Service.** A notice or other communication is deemed to have been received:

- (a) if sent by pre-paid first class post or other next working day delivery service, on the second working day after posting; or
- (b) if sent by email, the next working day after transmission.

16.4. **Proving Service.** In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.

16.5. **Legal Action.** The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## 17. GENERAL

### 17.1. Assignment and transfer.

- (a) We may assign or transfer our rights and obligations under the Order to another entity but will always notify you in writing if this happens.
- (b) You may only assign or transfer your rights or your obligations under the Order to another person if we agree in writing.

17.2. **Hosting.** Except where cancellation or termination of the Order has occurred because of a Default or breach by you, on cancellation or termination of the Order, your website files and associated data can be made available to you within a reasonable time of request and any domain name can be transferred to a registrar account nominated by you. Should you request that we upload and configure your website and domain name to a third party server, this will be subject to charge.

17.3. **Deleting website/materials.** On cancellation or termination of the Order, we reserve the right to delete your website and any other materials associated with your Order from our servers 3 months' after the date of termination or cancellation.

17.4. **Variation.** Any variation of the Order only has effect if it is in writing and signed by you and us.

17.5. **Waiver.** If we do not insist that you perform any of your obligations under the Order, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

17.6. **Severance.** Each paragraph of these terms and conditions operates separately. If any court or relevant authority decides that any of

them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

- 17.7. **Third party rights.** The Order is between you and us. No other person has any rights to enforce any of its terms.
- 17.8. **Governing law and jurisdiction.** The Order is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Order to the exclusive jurisdiction of the English courts.