



Terms & Conditions

Introduction:

1.0. These are the terms and conditions of hire between The Cyber Group, [The trading name of Ockuman Limited], hereby after referred to as "THE COMPANY" and **ENTER COMPANY** hereby after referred to as "THE CLIENT" who's registered address is: **ENTER ADDRESS**.

1.1. The Client is aware, that The Cyber Group is the trading name of Ockuman Limited. Who's registered trading address is: Contact Centre, Lychett House, 13 Freeland Park, Wareham Road, Poole, Dorset, BH16 6FA, and who's company house number is: 13542332. ICO number: ZB262132.

1.2. The Client is aware and agrees, they are entering into an agreement with Ockuman Limited on **ENTER DATE**.

1.3. The Company is a business that offers website design, marketing, social media management, graphic design and track and trace services.

1.4. Both parties agree, that if The Client agrees to hire the services of The Company, the following terms and conditions shall apply:

Payment:

1.5. The Client agrees to pay any invoice, in full, within the allotted time frame give on any invoice issued. Our standard payment terms are within 7-14 working days. Any other timeframe outside these standard terms will be agreed, in writing with The Client

1.6. The Client is aware and agrees, that late payment, or failure to pay, will result in an 8% interest fee being added to the balance. This fee can be wavered at The Companies discretion and The Client will be notified in writing.

1.7. The Client is aware and agrees to pay Ockuman Limited via bank transfer. [Payment detailed provided on invoices].

1.8. The Client is aware and agrees, that all deposits are non-refundable. [Deposits are between 25%-50% of the service value].

1.9. The Client is aware, that there is a £35 per hour charge for adhoc work carried out at the instructions of The Client.

2.0. The Client is aware that there is a £35 admin fee where applicable. [This is inclusive of, but not limited to, re-issuing invoices, pursuing outstanding invoices, cancelling contracts, re-publishing websites etc]. A full list of what is chargeable can be found on The Companies website [www.thecybergroup.co.uk/adhocwork].

2.1. The Client is aware and agrees, that once a project is completed, and the final invoice paid, refunds are not available.

2.2. The Client is aware that all invoices are subject to the rate of VAT at the date of Invoice.

Your Responsibility [The Client]:

2.3. It is the responsibility of The Client to provide, clear, accurate, truthful and legal instructions and material to The Company, in order to complete the work carried out.

2.4. The Client is aware that all invoices must be cleared within the allotted timeframe.

2.5. The Client must provide whatever information The Company requests to complete the project within an adequate time frame [max 4 working days]. Should The Client fail to provide whatever necessary information is needed to complete the project, then The Company is not to liable for delays in completion. If The Company has to request the same information more than 4 times to complete a project, The Company can charge the hourly rate of £35 for pursuing The Client.

2.6. The Client must not provide copyrighted material to The Company without first full written permission from the copyright holder for its use.

2.7. It is the responsibility of The Client to pay for hosting [monthly or annually], via card payment or direct debit, directly to the hosting provider. The Company is in no way responsible for the monthly/yearly costs, and hosting costs are not included in any quote or invoice.

Your Responsibility [The Client] (cont...):

2.8. It is the responsibility of The Client to keep up to date on when their domain and hosting expires. This must be done in order to keep your hosting subscription up to date and active.

2.9. It is the responsibility of The Client to inform The Company of any discrepancy they have with the quality of work before the next invoice is due. Any discrepancy thereafter, will be classed as adhoc work, and will be chargeable at the rate of £35 per hour. [Where applicable].

3.0 Once The Client has 'signed off' the work provided [confirms the work provided is satisfactory and to The Clients expectations] then the project will be officially be complete, and any outstanding balances must be paid.

3.1 Any further work carried out after completion, or any issues that arise [subject to clause 2.9] will be chargeable at the hourly rate of £35.

3.2. If The Client decides to make changes/edit their website/project themselves, then they must do so in a way that does not reflect poorly on The Companies previous work. The Client must inform The Company of all changes.

Our Responsibility [The Company]:

3.3. It is the responsibility of The Company, to provide The Client with a service in where the project is 'fit for purpose' [EG, a fully working and operational website], provided all information supplied by The Client has enabled The Company to do so. [Subject to section 2.3].

3.4. It is the responsibility of The Company to inform The Client, of any issues that arise which will hinder the smooth operation of completing the project. [Providing that issue is not caused by The Client].

3.5. It is the responsibility of The Company to ensure that all projects are completed within a timeframe agreed and that which are acceptable to The Client [web design is normally completed within 14-28 days of a deposit being paid]. [Unless otherwise stated].

3.6. It is the responsibility of The Company to be truthful with The Client. [EG If The Company cannot complete a project to The Clients expectations, due to whatever reason, this will be explained to The Client before any work is carried out, and/or any invoice is issued. The onus is then on The Client if they wish to continue in hiring The Company to complete any work required].

Copyright and Ownership:

3.7. Upon final payment, The Client will own their project [Website]. However, If The Client decides they no longer require the website, they must inform The Company should they decide to sell/transfer the website to a third party.

3.8. Any content material designed by The Company [images, videos or social media posts] is subject to current copyright laws governing the United Kingdom. This material can only be used/leased by The Client for promotional purposes when hiring The Company for social media management and/or marketing purposes.

3.9. Upon cancellation of this agreement, The Client must, without hesitation, [and no later than 14 days from the date of cancellation] remove any material copyrighted by The Company. Material is only provided on a 'free use/lease' agreement with social media management and/or marketing purposes.

4.0. Failure to remove material made by/copyrighted to The Company upon request will result in a £20 [per image/video/post] fee for every use of said material on any platform.

4.1. The Client may purchase the rights for said material for £10 per image/video/post.

4.2. The Client must not use any copyrighted material owned by a third party, and/or pass The Company any copyrighted material to use on their project. All material must be their own, and/or designed by The Company.

Right To Privacy:

4.3. The Company will not disclose any personal information about The Client to any third party unless absolutely necessary. The Company is bound by current GDPR laws, and laws which govern the United Kingdom.

4.4. If the Client is unsatisfied with the level of work carried out by The Company, The Client will not leave negative, false, or misleading remarks, feedback or comments which reflect badly on The Company.

Right To Cancel

4.5. As per The Consumer Rights Act 2015, The Client has the right to cancel any work within 14 days. However, any deposits, or paid invoices, are non refundable.

4.6. Cancellations must be sent either via email to: info@thecybergroup.co.uk or in writing to the address given in the above section 1.1.

4.7. The Company reserve the right to cancel this agreement at any time without penalty to The Company, should The Client not be adhering to the terms and conditions set out in this agreement.

Miscellaneous

4.8. The Client agrees to keep "Website built by The Cyber Group" on the bottom [Footer] of their website once complete.

4.9. The Client is aware, and agrees that, if this agreement is not followed, then this agreement may be terminated and be subject to a termination fee.

5.0. The Client cannot consistently change the projects end result. The ending result must be clear, and a deadline set. [Subject to section 3.6]

5.1. No employee/director of The Company is personally liable for the terms and conditions set out in this agreement, and is not held as a 'personal guarantor'.

5.2. If The Client has hired The Company for marketing purposes, The Client is aware that there is absolutely no guarantee marketing will help to obtain new or future custom.

5.3. If The Client has hired The Company for Social Media Management, it is the responsibility of The Client to give direction on how they wish the company to act on their behalf [what sort of posts to publish to social media, if they wish The Company to handle their private messages, and reply to comments, monitor negative comments etc].

5.4. The Client may request The Company handle their social media posts as they desire, however, The Client is agrees, that The Company is not liable for any posts which lead to negative feedback/comments, and potential loss of custom.

With my signature, I have read and understood the above terms and conditions set out in this agreement. I have the authority to sign this agreement, and will agree to maintain the above terms.



NAME
POSITION
COMPANY

22/05/2022

Finlay Jones
Company Director
On behalf of Ockuman Limited

22/05/2022

