

# DIGITALHOUSE

marketing & design agency

## Terms and Conditions of Supply – Digital services Website Design, Domain Names, Hosting, Graphic Design, Monthly Management Contracts

### Definitions

- "Agreement" means the contract you have entered into by purchasing the services to which these terms and conditions apply.
- "Digital House" refers to Digital House MD Ltd.
- "You"/"Yourself/The Client" means the person/company who has agreed to purchase the services.

### Terms of business

- You accept that by purchasing any of Digital House services, you agree to be bound by these terms and conditions.
- You are advised to read these terms and conditions and if you have any queries, you must raise them before the work with Digital House starts.

### Website Design and Ad-hock Design Work

- Once the proposal has been agreed, a design 'start date' and completion date will be provided along with a timeline of the work to be completed.
- We will provide you with a Schedule of Works which outlines when you will receive the first look and feel and the final look of the website. We require any changes/amendments in one WORD document no longer than 5 days after you received the first look and feel and no longer than 5 days after you receive the final look of the website. Should there be additional changes not outlined on the WORD documents there could be additional charges for the client.
- Once the 'look and the feel' of the website has been designed and agreed by you, if you decide to make changes to this aspect of the website, there may be additional charges.
- The content and feedback for the website is to be delivered by you on the agreed time. If you need more time than the original agreement, the project can be put back, but the agreed payment will be due 6 weeks after the project starts.
- Any additional fees such as images or content writing will be quoted and agreed separately.
- Our standard payment terms are that we require a deposit of 50% prior to commencement of the work. Then the balance is required prior to the website being launched or 6 weeks from the start of the project (whichever is sooner).
- Website design does NOT include search engine optimisation (SEO).
- Our standard payment terms for website design is that we require a 50% payment in advance and then 50% before the website is launched. Any 'scope-creep' will be added to the final invoice.
- Our standard payment terms for website updates is that we require full payment for ad-hock design or projects if it is £600 or less. This is to be paid before we start work. Over £600 we will require a deposit of 50% prior before commencement of the work. Then the balance is

required, as agreed on the proposal date, and prior to launch. Any 'scope-creep' will be added to the final invoice.

### **Cancellation**

- Either party may suspend/terminate a website design work at any point.
- There will be no refund if cancellation takes place.

### **Graphic Design**

- The time allowed for the design, and the amount of changes included in the design, will be outlined on the proposal.
- Once the proposal has been agreed, a design 'start date' and completion date will be provided.
- If you need more time than the original agreement, the project can be put back, but the agreed payment will be due on the original completion date.
- Our standard payment terms are that we require full payment of the graphic design project if it is £600 or less. This is to be paid before we start work. Over £600 we will require a deposit of 50% prior before commencement of the work. Then the balance is required, as agreed on the proposal date, and prior to graphic design be handed over.

### **Cancellation**

- Either party may suspend/terminate a graphic design project at any point.
- There will be no refund if cancellation takes place.

### **Domain Name Registration/Renewals**

- Domain names purchased through Digital House will be registered in your name and company name.
- You will need to provide full company details.
- Prices will be quoted on a 'per-name' basis.
- Payment for domain names is required before they are secured on your behalf.
- You will be sent an invoice for the renewal of your domain name. If you do not pay the invoice in time, your domain may expire and someone else can take it.
- If you change your email or contact details it is your responsibility to notify us.
- Digital House take no responsibility for any loss of business due to non-payment of an invoice for whatever reason.

### **Hosting (Website, Emails, SSL Certificates)**

- Website hosting and email hosting will be agreed in the proposal.
- The hosting fee covers website hosting and email hosting. It is the same charge for one or both services.
- The hosting fee is to be paid quarterly on the first of the month.
- You must setup a standing order to pay the regular hosting fee.
- If payments are not received on time, Digital House has the right to switch off the hosting account.
- There is a reactivation fee of £75 if the account gets switched off. This fee is to be paid before the account is reactivated.
- Digital House take no responsibility for any loss of business due to an account being switched off.
- Digital House take no responsibility for any loss of business due to downtime of a website or emails through third-party hosting.
- There are different levels of SSL Certificate, once the agreed SSL certificate has been decided on, an invoice will be produced. The invoice is to be paid before the SSL Certificate is purchased.

### **Cancellation**

- Either party may suspend/terminate a hosting agreement following the receipt of 30 days written notice.
- It is down to you to cancel the standing order.
- If overpayments are made (for whatever reason) Digital House will only refund one payment.

## **Google AdWords**

- Once the proposal, setup fee and monthly management fee has been agreed, Digital House will produce an invoice.
- As soon as the invoice has been paid, the work will be booked into our work schedule and we agree to keep to the times which we have all agreed.
- Payment for setup fees (where applicable) will be in advance of the campaign being activated, therefore no research, setting up or advertising will happen until the point of payment.
- Payment for the monthly management fees will be invoiced before the 1st day of each month and payment is due on 1st of each month for the work we will be covering in the following month. After 3 months we require a standing order to be setup by you.
- Failure to make payment within the agreed timeframe will lead to campaigns being paused and/or work being reverted and removed. Digital House reserves the right to suspend a campaign following the non-payment of fees.
- This is a month-by-month account. If you decide to stop the campaign at any time throughout the month (ie: you have too much work), you will not be able to carry a 'credit' through to the following month.
- Digital House will add your bank account details to the Google AdWords account; this is for the 'per click' budget.
- Digital House is responsible for ensuring the Google AdWords spend does not go over any more than 11% of the agreed AdWords budget.
- The Google AdWords account remains the property of Digital House unless a full set-up fee has been paid.
- We do not receive any payment or commission from Google or any other search engine.

## **Cancellation**

- Either party may suspend/terminate this agreement following the receipt of 30 days written notice.
- After cancellation, Digital House has the right to remove AdWords settings, campaigns and ad groups.
- It is down to you to cancel the standing order.
- If overpayments are made (for whatever reason) Digital House will only refund one payment.

## **Google Account Details**

- Whether Digital House creates you a new Google AdWords account or there is dual access to your current Google AdWords account, it is agreed that neither party can change the login details throughout the duration of the Google AdWords monthly contract unless agreed in writing by both parties.
- During the duration of the Google AdWords monthly contract you are not permitted to change or add any settings or targeting to the AdWords account.

## **AdWords Monthly Management Contract Overview**

- Digital House fees are £75+VAT per hour. Digital House will keep within the agreed hours on your monthly Google AdWords management package.
- Digital House will setup and optimise AdWords advertisements on a monthly basis.
- Digital House is responsible for getting traffic to your website and creating Campaigns and Ad Groups to target the audience agreed on the proposal.
- Digital House is not responsible for sales.

- Digital House will reduce irrelevant traffic to your website and gain you a higher percentage of relevant traffic.
- Digital House reserve the right to amend, substitute, modify and improve the content and format of any service (in whole or part) or to substitute and modify the service required from time to time in the light of Digital House industry experience or ongoing improvements in its service to you.

### **Search Engine Optimisation (SEO)**

- Once the proposal, setup fee and monthly management fee has been agreed, Digital House will produce an invoice.
- As soon as the invoice has been paid, the work will be booked into our work schedule and we agree to keep to the times which we have all agreed.
- Payment for setup fees (where applicable) will be in advance of the campaign being activated, therefore no research, setting up or advertising until will happen until the point of payment.
- Payment for the monthly management fees will be invoiced before the 1st day of each month and payment is due on 1st of each month for the work we will be covering in the following month. After 3 months we require a standing order to be setup by you.
- Failure to make payment within the agreed timeframe will lead to SEO campaign being paused and/or work being reverted and removed. Digital House reserves the right to suspend a campaign following the non-payment of fees.
- This is a month-by-month account. If you decide the stop our SEO work at any time throughout the month, you will not be able to carry a 'credit' through to the following month.

### **SEO Monthly Management Contract Service Overview**

- Digital House fees are £75+VAT per hour. Digital House will keep within the agreed hours on your monthly SEO management package.
- Digital House will implement SEO techniques into your website and onto the external SEO tools. This will be targeting keywords and locations agreed on the proposal.
- Digital House is responsible for increasing traffic to your website.
- Digital House is not responsible for sales.
- Digital House cannot give any guarantees for a specific result on any search engine. Advertising online is an unpredictable market place and Digital House can give no guaranteed positioning using SEO.
- Digital House must have the ability to optimise the structure and content of your web pages; if the website is too old or outdated the SEO will not work well.
- Digital House will need full login information (FTP username and password) to allow us to gain access to your website. Digital House will maintain confidentiality of log-in information.
- It is agreed that you will not add pages including content and images or change or implement your own SEO techniques while Digital House are working with you.

### **Cancellation**

- Either party may suspend/terminate this agreement following the receipt of 30 days written notice.
- It is down to you to cancel the standing order.
- If overpayments are made (for whatever reason) Digital House will only refund one payment.

### **Social Media Management (Facebook, Twitter, Instagram, E-newsletters)**

- Once the proposal, setup fee and monthly management fee has been agreed, Digital House will produce an invoice.
- As soon as the invoice has been paid, the work will be booked into our work schedule and we agree to keep to the times which we have all agreed.

- Payment for setup fees (where applicable) will be in advance of the campaign being activated, therefore no research, setting up or advertising until will happen until the point of payment.
- Payment for the monthly management fees will be invoiced before the 1st day of each month and payment is due on 1st of each month for the work we will be covering in the following month. After 3 months we require a standing order to be setup by you.
- Failure to make payment within the agreed timeframe will lead to the SEO campaign being paused and/or work being reverted and removed. Digital House reserves the right to suspend a campaign following the non-payment of fees.
- This is a month-by-month account. If you decide to stop the campaign at any time throughout the month (ie: you have too much work, too busy), you will not be able to carry a 'credit' through to the following month.

### Cancellation

- Either party may suspend/terminate this agreement following the receipt of 30 days written notice.
- It is down to you to cancel the standing order.
- If overpayments are made (for whatever reason) Digital House will only refund one payment.

### Changes to these terms and conditions

- Digital House may, in its discretion, change these terms of use without notification, by posting new Terms and Conditions on this website.
- Payment of Digital House invoices at any time constitutes an acceptance of Digital House Terms and Conditions.

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Digital House MD Ltd, West Street, Tadley, RG26 3ST  
 Company number: 07619254  
 VAT Number: 982067205