

terms of business

the following terms and conditions apply to all services, including website development and design services (the **services**) provided by 404 marketing limited (**404 marketing**) to the client, in conjunction with any relevant quotation supplied to the client by 404 marketing (**terms**), unless otherwise agreed in writing.

last updated: 02 April 2024

acceptance

it is not necessary for any client to have signed an acceptance of these terms and conditions for them to apply. if a client accepts a quote, then the client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

please read these terms and conditions carefully. any purchase or use of our services implies that you have read and accepted our terms and conditions.

charges

charges for the services are defined in the project quotation that the client receives from 404 marketing via email. quotes are valid for a period of 30 days. 404 marketing reserves the right to alter a quote or decline to provide the relevant services after the expiry of the 30 days.

below are details of our general payment terms unless stated otherwise in writing on the quote or invoice provided.

1. web design services
 1. 50% upfront on acceptance of the quote
 2. 30% on design presentation sign-off
 3. 20% on completion of the project
2. graphic design services
 1. 50% upfront on acceptance of the quote
 2. 50% on completion of the project

if you are unsure which payment terms are relevant, please [get in touch](#) with us.

404 marketing reserves the right to invoice for services already completed and hours already worked if any of the below conditions are met:

1. the client withholds final sign-off and/or decides to cancel the project.
2. there has been no response from the client for 14 days without prior reason.
3. the client delays the project without reasonable cause.
4. 404 marketing deems that a sufficient proportion of the project has been delivered, and circumstances outside our control delay the final completion.

404 marketing maintains the right to take down or restrict the use of any intellectual property until such time as the full project amount has been paid.

the client agrees to reimburse 404 marketing for additional expenses necessary to complete the work. expenses may include (but are not limited to) purchase of domain names, special fonts and stock photography.

all charges are exclusive of vat. payment is due 7 days from the invoice.

invoicing and payment

404 marketing shall submit invoices in line with the timescales above.

accounts unpaid thirty (30) days after the invoice date will be considered in default. if the client in default maintains any information or files on 404 marketing's web space, 404 marketing will, at its discretion, remove all such material from its web space. 404 marketing is not responsible for any loss of data incurred due to the removal of the

service. removal of such material does not relieve the client of the obligation to pay any outstanding charges assessed to the client's account.

clients with accounts in default agree to pay 404 marketing reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by 404 marketing in enforcing these terms.

due to the nature of services provided by 404 marketing, no refunds are provided.

client review

404 marketing will provide the client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed.

at the completion of the project, such materials will be deemed accepted and approved unless the client notifies 404 marketing otherwise within ten (10) days of the materials being made available to the client.

404 marketing provides a 14 day support period on any new websites and website redesigns. during this time 404 marketing will support with any issues or minor changes. complete redesigns or creating new content is not included within this 14 day period.

monthly maintenance contracts

404 marketing offers a monthly maintenance contract to ensure your website stays online and functioning properly. the monthly maintenance support is provided during normal working hours.

As is the nature of website technology, it is constantly evolving and updating. If you choose not to take, a month will be your responsibility to ensure your website is up-to-date and secure.

Following the launch of your new website, 404 marketing are not liable for any issues relating to website maintenance for your website.

40 marketing will, of course, help you with any issues that may arise; however, these will be charged for accordingly.

direct debits

404 marketing use a software called [Gocardless](#) for all our direct debit payments.

Should you sign up for a monthly maintenance agreement you will be required to set up a direct debit for payment to be taken on a monthly basis. For monthly contracts we do not accept bacs payments.

turnaround time and content control

404 marketing will install and publicly post or supply the client's website by the date specified in the project proposal or at the date agreed upon with client upon 404 marketing receiving initial payment unless a delay is specifically requested by the client and agreed by 404 marketing.

in return, the client agrees to provide 404 marketing promptly with all necessary co-operation, information, materials and data, access to staff and timely decision-making which may be reasonably required by 404 marketing for the performance of the services.

during the project, 404 marketing will require the client to provide website content, text, images, movies, sound files, and any relevant background information.

failure to provide required website content

404 marketing is a small business; to remain efficient, we must ensure that the work we have programmed is carried out at the scheduled time. occasionally, we may have to

reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

this is why we ask that the client provide all the required information in advance. on any occasion where progress cannot be made with the client's website because we have not been given the necessary information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25% of the charges.

if the client agrees to provide us with the required information and subsequently fails to do so within one week of project commencement, we reserve the right to close the project, and the balance remaining becomes payable immediately. simply put, do not give us the go-ahead to start until you are ready to do so.

note: text content must be delivered as a microsoft word, email (or similar) document, with the pages in the supplied document representing the content of the relevant pages on your website. these pages must have the same titles as the agreed website pages. contact us if you need clarification on this.

web browsers

404 marketing makes every effort to ensure websites are designed to be viewed by the majority of visitors. websites are designed to work with the most popular current browsers (e.g. firefox, google chrome, microsoft edge, etc.). the client agrees that 404 marketing cannot guarantee correct functionality with all browser software across different operating systems.

404 marketing cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website has been designed and handed over to the client. as such, 404 marketing reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

search engine optimisation (seo)

all 404 marketing websites are optimised for seo using [yoast](#) for wordpress. our standard optimisation involves:

- implementing keywords, meta titles and meta descriptions
- optimising image size and format
- image alt tags and titles
- social card

as part of our standard web development process, 404 marketing will index new websites with google through [google search console](#). 404 marketing will continue monitoring the website indexing for clients with a monthly maintenance plan.

404 marketing cannot guarantee any seo performance or give any indication regarding the expectant website traffic, based on any efforts that we take to optimise your website for seo.

termination

termination of services by the client must be requested in a written notice or email and will be effective on receipt of such notice. telephone requests for termination of services will not be honoured until and unless confirmed in writing or email. the client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

cancellation fees may apply where services are renewable on an annual basis. 404 marketing will calculate and provide the cancellation cost based on the number of remaining months.

indemnity

all 404 marketing services may be used for lawful purposes only. the client agrees to indemnify and hold harmless 404 marketing against all damages, losses and expenses arising as a result of any and all actions or claims resulting from the client's use of 404 marketing's service.

404 marketing offers a basic website privacy policy, however this should be reviewed by client and their legal representatives to ensure that it is up to the required standard for the clients business.

404 marketing cannot be held liable for any gdpr claims relating to the information and personal data captured by activities on the client's website.

standard media delivery

unless otherwise specified in the project quotation, this agreement assumes that any text will be provided by the client in electronic format (word or google docs delivered via usb drive, email or ftp) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. although every reasonable attempt shall be made by 404 marketing to return to the client any images or printed material provided for use in creation of the client's website, such return cannot be guaranteed.

design credit and marketing

a link to 404 marketing will appear in either small type or by a small graphic at the bottom of the client's website. if a graphic is used, it will be designed to fit in with the overall site design. if a client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied. when total development charges are less than £500, a fixed fee of £100 will be applied.

the client agrees that the website developed for the client may be presented in 404 marketing's portfolio, and hereby grants 404 marketing a worldwide, perpetual, non-exclusive licence to use its name, logo and branding for advertising, marketing and promotional activities.

third-party servers

404 marketing designs and tests websites to work on its own servers, and cannot guarantee correct functionality if the client wishes to use a third-party server. in the event that the client is using a third-party server, it is the responsibility of the client and any third-party host to ensure that the server is compatible with the website. 404 marketing will assist the client to configure the server if this is required. however, this may be subject to additional charges.

if the client's website is to be installed on a third-party server, 404 marketing must be granted temporary read/write access to the client's storage directories. depending on the specific nature of the project, other resources might also need to be configured on the server.

404 marketing utilises the services of tsohost to host all their websites. 404 marketing cannot be held liable for any downtime due to systems failure from tsohost, as it is outside of the control of 404 marketing. where possible 404 marketing will attempt to notify clients of any downtime and will facilitate on any server related issues where possible.

post-placement alterations

in the event that the client wishes to make alterations to the website once installed, the client agrees to give 404 marketing the opportunity to quote to provide such alterations. there is no obligation on the client to accept the quote provided by 404 marketing.

404 marketing cannot accept responsibility for any alterations caused by the client or a third party occurring to the website once installed. such alterations include, but are not limited to, additions, modifications or deletions.

domain names

404 marketing may purchase domain names on behalf of the client. payment in relation to, and renewal of, those domain names is the responsibility of the client. the loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of 404 marketing. the client should keep a record of the due dates for payment to ensure that payment is received in good time.

third-party products

any third-party software which 404 marketing agrees to provide shall be supplied in accordance with the relevant licensor's standard terms. the one-off licence fee for such third-party software is included in the charges payable pursuant to clause 1.

intellectual property

all work created by 404 marketing shall remain intellectual property of 404 marketing until such time as the the full invoice amount is paid. at such time, the intellectual property shall transfer to the client, however 404 marketing will maintain a non-exclusive licence to use any assets created.

404 marketing will deliver access to any final assets created to the client, and any design files will remain the intellectual property of 404 marketing.

liability

nothing in these terms shall operate to exclude or limit either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud; or (c) any other liability which cannot be excluded or limited under applicable law.

404 marketing shall not be liable under or in connection with these terms or any collateral contract for any: (a) loss of revenue; (b) loss of actual or anticipated profits; (c) loss of contracts; (d) loss of business; (e) loss of opportunity; (f) loss of goodwill or reputation; (g) loss of, damage to or corruption of data; (h) any indirect or consequential loss; (i) loss or damage caused by any inaccuracy, omission, delay or error, whether as a result of negligence or other cause in the production of the website; or (j) loss or damage to the client's artwork/photos supplied for the website, whether as a result of negligence or otherwise.

the entire liability of 404 marketing to the client in respect of any claim whatsoever or breach of this agreement, whether or not arising out of negligence, shall be limited to the charges paid for the services under this agreement in respect of which the breach has arisen.

severability

in the event any one or more of the provisions of this agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this agreement shall be unimpaired and the agreement shall not be void for this reason alone. such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable, valid, legal and enforceable provision which comes closest to the intention of the parties underlying the original provision.

governing law and jurisdiction

these terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of england and wales.

each party irrevocably agrees that the courts of england and wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms or their subject matter or formation.