



Terms & Conditions

The following terms and conditions apply to all website development / design services provided by Marketing Matters Online to the Client.

1. 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 or an invoice with these Terms & Conditions attached, 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.

2. Charges

Charges for services to be provided by Marketing Matters Online are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days. Marketing Matters Online reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all website design and associated services require an advance payment in full. In certain circumstances an arrangement may be made where an agreed payment of a minimum of thirty-three (33) percent of the project quotation total is made before the work is supplied to the Client for review. A second charge of thirty-three (33) percent is required after the development stage, with the remaining thirty-three (33) percent of the project quotation total due upon completion of the work, prior to upload to the server or release of materials.

Payment for services is due by electronic bank transfer. Cheques and cash are accepted in most conditions. Cheques should be made payable to either Marketing Matters Online or The Y Group and sent by mail or may be collected upon request. Full Bank details and postal address details will be made available on invoices.

3. Client Review



Marketing Matters Online 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 to be accepted and approved unless the Client notifies Marketing Matters Online otherwise within ten (10) days of the date the materials are made available to the Client.

4. Turnaround Time and Content Control

Marketing Matters Online will install and publicly post or supply the Client's website by the date specified in the project proposal, or at date agreed with Client upon Marketing Matters Online receiving initial payment, unless a delay is specifically requested by the Client and agreed by The Y Group.

In return, the Client agrees to delegate a single individual as a primary contact to aid Marketing Matters Online with progressing the commission in a satisfactory and expedient manner.

During the project, Marketing Matters Online will require the Client to provide website content, text, images, movies, motion graphics, animations, and sound files. Where we are instructed to create these types of media collateral additional costs and charges may apply and will be quoted and billed accordingly.

5. Failure to provide required website content:

Marketing Matters Online is a small business, to remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

Therefore, we ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. If your project involves Search Engine Optimisation, we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information and subsequently fail to do within one week of project commencement, we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.

NOTE: Text content should 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 should have the same titles as the agreed website pages. Contact us at www.marketingmattersonline.com if you need clarification on this.

If using our content management system, you can keep your content up to date yourself but are solely responsible and liable for that content in all forms including images and text. The majority of website builds do not include this option for security reasons and to guard against accidental deletion of sites.

6. Payment

Invoices will be provided by Marketing Matters Online or Marketing Matters Online upon completion but before publishing the live website. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due.

7. Additional Expenses

The client is required to reimburse Marketing Matters Online & MMO for any additional expenses that may be necessary for completing the work. Such expenses could include purchasing special fonts, paying stock photography royalties, and so on. In certain situations, when seeking usage approval from the official media owner, a contingency security deposit may be taken before a response is received as it can sometimes take several weeks or months to make a contact and to receive their proposals or costings. If the deposit is not required, any outstanding amounts will be returned after deducting administration costs within 12 months from the date the invoice was paid. However, if the deposit is not sufficient to cover the requested royalty payment, a second invoice will be issued to the client to cover the additional costs. The client should be aware that if they fail to pay the additional costs, there is a risk of losing the media, as well as possible legal fees and responsibility to the owner of the media. It is solely the responsibility of the client to cover these costs, and Marketing Matters Online & MMO bear no responsibility for such circumstances.

8. Web Browsers

Marketing Matters Online 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., Edge, Safari, Firefox, Internet Explorer, Google Chrome, etc.).



Client agrees that Marketing Matters Online cannot guarantee correct functionality with all browser software across different operating systems.

Marketing Matters Online cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and signed off* to the Client. As such, Marketing Matters Online 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. *Signing off the completed website does not require a physical document to have a signature and is determined as being "signed off" 30 days after the date the website is published live to the world wide web.

9. Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on Marketing Matters Online Web space, Marketing Matters Online will, at its discretion, remove all such material from its web space. Marketing Matters Online 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. Cheques returned for insufficient funds will be assessed a minimum return charge of £35 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay Marketing Matters Online reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Marketing Matters Online in enforcing these Terms and Conditions. Until full and final settlement of accounts is made MMO reserve the right to not release any access to whatever data and data driven platforms they control. This includes all website, social media and related online digital media applications and programmes.

10. Termination

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for all work completed to the date of first notice of cancellation for payment in full within thirty (30) days. In the event of the client terminating agreements all previous deposits, down payments and payments made in advance will be subject to fees and admin costs as well as all other costs being deducted, and in most cases will not be refunded. In all cases deposits are non-refundable once work has begun. Due to the nature of our monthly marketing exercises much of the work produced is planned often several months in advance, therefore in some cases depending on circumstances there may be additional charges applied. In the event of cancellation of monthly services both parties are required to give a minimum of 3 months' notice and all fees for that period will become due immediately for payment. If MMO are cancelling the services



for whatever reason any advance payments may be considered for return dependant on the nature, circumstances, and reasons for the immediate cancellation.

10.1 Notice Period for Termination

In accordance with Section 10 (Termination) of these Terms and Conditions, both Marketing Matters Online and the Client are required to provide a minimum of three months' notice for the cancellation of any monthly services. This notice must be provided in writing and will be effective upon receipt. The Client will be invoiced for all work completed up to the date of the first notice of cancellation, with payment due in full within thirty (30) days.

During the notice period, all outstanding fees for the three-month period will become due immediately and must be settled promptly. Marketing Matters Online reserves the right to withhold any services or deliverables until all due payments are received. Failure to provide the required notice may result in additional charges and the forfeiture of any advance payments made by the Client.

11. Indemnity

All Marketing Matters Online services may be used for lawful purposes only. You agree to indemnify and hold Marketing Matters Online harmless from any claims resulting from your use of our service that damages you or any other party.

12. Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Marketing Matters Online the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Marketing Matters Online permission and rights for use of the same and agrees to indemnify and hold harmless Marketing Matters Online from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to Marketing Matters Online that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested. As of 2019 Marketing Matters Online and subsidiaries became a WIX VIP Partner and as such any websites created on the WIX (Windows Installer XML – Extensible Mark-Up Language) platform are subject entirely



to their "terms of Use" which can be found [here](#) as in line with the UK IPO guidelines which can be found [here](#).

13. 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 (ASCII text files delivered on floppy disk or via e-mail 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 Marketing Matters Online 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.

14. Design Credit

A link to Marketing Matters Online 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 £5000, a fixed fee of £500 will be applied. The Client also agrees that the website developed for the Client may be presented in Marketing Matters Online's portfolio.

15. CMS – Content Management Systems

Marketing Matters Online **does not** include a Content Management System (CMS) in their website builds. This is because the websites are hosted on the company's WIX account. Sharing control of one site with "collaborators" at the admin level could potentially harm other businesses within the account. If a client wishes to have full control of their website through a CMS, it must be specified at the beginning of the project. This type of website will typically have a significantly higher cost. If a client requests a CMS after the website build has started, it will be re-estimated and quoted as a new setup, and any previous information on the server may be lost. Marketing Matters Online will not be held responsible for any loss or changes made by the client.

- **Expanded notes:** - As a standard all the websites build by Marketing Matters Online **will not** include any form of CMS (Content Management System). This is because all our clients' sites are held on our own account with WIX and due to the current operating system parameters provided by WIX sharing control of one site at admin level know as "collaborator's" means that access is also granted to certain aspects within the dashboard that could if not operated correctly adversely affect other business within the account. It should be noted that should a client require full CMS then it must be made clear at the outset of the project to make sure the set-up of the website is on a new separate account – either created by MMO or supplied by the customer. It should further be noted that this type of website will usually be costed and operated at a significantly higher price point. If this has not been done at the outset of a new website build, we can facilitate this service. However, clients should be aware that it will again have to be re-estimated and quoted as a new set up and may cause any existing set ups and information currently on the server to be lost. MMO cannot be held responsible for this, and any such change will be solely at their own risk to the client.

16. Access Requirements

If the Client's website is to be installed on a third-party server, Marketing Matters Online must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

17. Post-Placement Alterations

Marketing Matters Online cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications, or deletions.

18. Additional Webpage Design, Creation, and Maintenance Clause:

1. Any request by the Client for the design, creation, and development of new webpages to be added to an existing website shall be subject to additional charges as agreed upon between the Client and Marketing Matters Online.
2. The Client acknowledges that the charges for designing, creating, and building new webpages may vary depending on factors including but not limited to market trends, pricing structures, complexity of the webpage, and specific requirements outlined by the Client.



3. Marketing Matters Online shall provide the Client with a detailed quotation outlining the estimated costs for designing, creating, and building new webpages based on the aforementioned factors. The Client agrees to review and accept this quotation prior to the commencement of any work.

4. In addition to the initial charges for webpage design and creation, the Client understands that there may be ongoing monthly maintenance and management costs associated with the upkeep of the webpage. These costs may include but are not limited to:

- a. Regular updates such as changes to information, addition of new images, products, or services.
- b. Search Engine Optimisation (SEO) monitoring and amendments, including but not limited to Alt tags, keywords, meta descriptions, and other on-page SEO factors.
- c. technical maintenance to ensure the webpage functions optimally across various devices and browsers.
- d. Security updates and patches to safeguard against potential vulnerabilities.
- e. Any other maintenance tasks necessary to ensure the continued effectiveness and performance of the webpage.

5. The Client acknowledges that the monthly maintenance and management costs may vary depending on the scope and frequency of updates, as well as the specific requirements of the webpage.

6. Marketing Matters Online when required shall provide the Client with a breakdown of the ongoing monthly maintenance and management costs, which may be subject to periodic review and adjustment based on changing requirements or market conditions.

7. The Client agrees to review and accept any proposed changes to the monthly maintenance and management costs prior to their implementation.

8. All charges for additional webpage design, creation, and maintenance shall be invoiced to the Client and are payable within the agreed-upon timeframe outlined in the terms and conditions.

9. Marketing Matters Online reserves the right to amend the charges for webpage design, creation, and maintenance at any time, with reasonable notice provided to the Client.

10. By accepting these terms and conditions, the Client acknowledges and agrees to the charges associated with the design, creation, and maintenance of new webpages as outlined herein."

19. Domain Names

Marketing Matters Online may purchase domain names on behalf of the Client. Payment 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 Marketing Matters Online. The Client should keep a record of the due dates for payment to ensure that payment is received in good time. However, often MMO will acquire and own the domain names and bill accordingly for this and their management. The domain name will remain the property of MMO in these cases. Should the client wish to cancel services and once all accounts are settled in full MMO will most often offer the domain name to the client at whatever rate they deem to be appropriate against market value. In the case where a domain name was purchased previously by the client then it will be returned without charge if all outstanding accounts are settled in full. In some cases, there may be a small handling charge to transfer back to the hosting provider of choice and is entirely at the discretion of the supplier.

*Acquired by MMO – annual fees will apply for hosting and management if required and applicable. Purchase options may or may not be available subject to conditions. Please enquire directly to us for more information and for an estimate on the domain name in question. Please email accounts@marketingmattersonline.co.uk or call UK. 0752 500 6255. Int +44 7525006255

20. General

These Terms and Conditions supersede all previous representations, understandings, or agreements. The Client's signature here or on related agreement documentation and or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

21. Social Media Management

Social Media Marketing and Management is defined as helping a client to promote their products or services through social media channels. Marketing Matters Online will honour the components of your chosen social media package, providing an agreement to a minimum 3-month contract is served and monthly payments are received in advance. In

the event that payment is not received on time, we regret that further work will be halted until this is rectified, and further charges for example reconnection of domain names to websites, may apply.

22. Governing Law

This Agreement shall be governed by English Law.

23. Liability

Marketing Matters Online hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy.
- Loss or damage caused by omission.
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site.
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of Marketing Matters Online 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.

24. 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 invalid,

25. Working with Clients in the Same Industry



Marketing Matters Online reserves the right to work with multiple clients within the same industry or sector, unless an exclusivity agreement has been explicitly requested and agreed in writing. We believe in transparency and fair opportunity and make every effort to treat all clients fairly and with discretion.

Where exclusivity is requested, a tailored exclusivity arrangement may be offered based on the scope, region, and level of service required. This will typically incur a premium fee, depending on the nature of the exclusivity.

If exclusivity is not requested or agreed upon, Marketing Matters Online may take on other clients in the same or similar industry, but we commit to:

- Maintaining confidentiality and not sharing proprietary strategies, materials, or sensitive data.
- Avoiding any direct duplication of design, content, or campaigns.
- Applying a customised approach to suit each client's unique brand identity and goals.

Clients with existing agreements are not affected retroactively by the future addition of exclusivity clauses for new clients. We remain committed to offering high standards of work and professionalism to all clients, regardless of industry overlaps.

Signed:

Paul G-Wood
MMO (Marketing Matters Online)