

# Terms & Conditions for the Supply of Services

## 1. DEFINITIONS

**AdWord:** means the word(s) or phrases which the Customer wishes to purchase, and which Freedom Search agrees to provide subject to these Terms and Conditions.

**Content:** all text, information, data, images, audio or video material in whatever medium or form provided by the Customer to Freedom Search. **Contract:** means the Customer's acceptance of Freedom Search's proposal.

**Customer:** means the person, firm or company or other corporation who places an order or otherwise agrees to buy from Freedom Search any of the Services.

**Data Protection Legislation:** any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy. **Freedom Search:** means Freedom Search Limited, a company registered in England and Wales (with company number 7604555) whose registered office is at Suite 5c Millennium Office Park, Preston, PR2 5DB.

**Initial Payment:** means the amount agreed between the Parties for the provision of the Services together with the Monthly Fee.

**Monthly Fee:** means the monthly amount agreed between the Parties for the provisions of Services.

**Party/Parties:** means either or both Freedom Search and the Customer.

**SEO Services:** a search engine optimisation service provided by Freedom Search with the intention of using the Customer's website high on the search engines, but, for the avoidance of doubt, is not guaranteed.

**Services:** means any or all of the services Freedom Search supplies to the Customer including but not limited to: SEO Services, email, website design, domain related services (such as the registration and transfer of domain names), hosting, backups, pay per click services, and any other services offered by Freedom Search.

**Terms and Conditions:** means these terms and conditions.

## 2. APPLICATION

2.1 These Terms and Conditions alone shall govern and be incorporated in every agreement for the provision of Services made by or on behalf of Freedom Search with any Customer. They shall apply in place of and prevail over any terms or conditions, (whether or not in conflict or inconsistent with these Terms and Conditions), contained or referred to in any documentation submitted by the Customer or in correspondence or elsewhere or implied by trade custom, practice or course of dealing unless specifically excluded or varied in writing by an authorised representative of Freedom Search and any purported provisions to the contrary are hereby excluded or extinguished.

2.2 A acceptance by the Customer of the performance of the Services shall (without prejudice to clause 3 or any other manner in which acceptance of these Terms and Conditions may be evidenced) be deemed to constitute unqualified acceptance of these Terms and Conditions.

2.3 If, subsequent to any agreement which is subject to these Terms and Conditions, an agreement for the provision of Services is made with the same Customer without reference to any conditions of sale and/or supply, such agreement howsoever made shall be deemed to be subject to these Terms and Conditions.

## 3. QUOTATIONS AND ACCEPTANCE

3.1 A proposal by Freedom Search does not constitute an offer and Freedom Search reserves the right to withdraw or revise a proposal at any time prior to Freedom Search's acceptance of the Customer's order for services.

3.2 Freedom Search's acceptance of the Customer's order (including telephone orders) shall be effective only where such acceptance is in writing and signed by an authorised representative of Freedom Search and sent to the Customer by Freedom Search.

## 4. PRICES

4.1 the Customer shall pay Freedom Search the Initial Payment and the Monthly Fee on a calendar monthly basis thereafter. The Initial Payment shall be payable in full no later than the date requested by Freedom Search and the Monthly Fee shall be payable in arrears on the date agreed by the Parties. The prices shall be exclusive of VAT and any other tax or duties payable by the Customer. Freedom Search shall have the right, upon thirty (30) days' written notice to the Customer, to withdraw any discount from its normal prices and to revise prices to take account of inflation.

## 5. TERMS OF PAYMENT

5.1 Payment of invoices shall (unless otherwise specified in Freedom Search's order acknowledgement) be made in full within thirty (30) days of the invoice date and time of payment shall be of the essence. If the Customer does not make payment within ten (10) days after payment is due, Freedom Search shall charge the Customer an ancillary late payment penalty of (GBP twenty five) £25.00 plus five (5)% of the unpaid amount due for each month or fraction thereof, or such lesser amount as may be the maximum amount permitted by law, until paid.

5.2 Any and all copyright for material provided by Freedom Search will be assigned to the Customer upon Freedom Search's receipt of full payment for the Services.

## 6. SUPPLY

6.1 Freedom Search shall supply the Services using reasonable skill and care and in accordance with these Terms and Conditions.

6.2 The Customer agrees to provide Freedom Search with the following obligations at all times: (a) the customer must provide to Freedom Search full and accurate Content; (b) the Customer warrants that such Content is owned by or licensed to the Customer; (c) that if the Customer fails to provide adequate Content within thirty days of the date of Freedom Search's acceptance of the order.

6.3 Freedom Search and the Customer shall use all reasonable endeavours to agree the AdWords using the provision of the Services. The Customer acknowledges that:

6.3.1 the AdWords are generic and, subsequently, are not exclusive to either the Customer or Freedom Search;

6.3.2 the AdWords are subject to either Google or Bing (whichever is relevant for that Service) processing and displaying the AdWord link, which may be suspended or delayed until Google or Bing verifies that the advertisement and associated content therein adhere to Google or Bing's advertising policies;

6.3.3 Freedom Search does not warrant the effectiveness of the AdWords in terms of promoting the Customer's website.

6.4 Freedom Search reserves the right to immediately remove the link to the AdWords from Google or Bing's website without notice in the event that:

6.4.1 the Customer fails to pay any sums owing to Freedom Search on or before the due date; or

6.4.2 the Contract is terminated in accordance with these Terms and Conditions; or .4.3 Freedom Search or any third party determines that the Customer's uniform resource locator is inaccurate; or

6.4.4 the Customer's website is found to be distributing and/or hosting malicious software; or

6.4.5 Google or Bing suspends or ceases to provide a website search engine applicable to the United Kingdom.

6.5 Freedom Search shall use reasonable endeavours to comply with any dates stated for delivery of the services, but any such dates are estimates and given by way of general information only. In the event of failure to deliver within such times for any cause whether within or outside Freedom Search's reasonable control, the same shall not be a breach or repudiation of the Contract and Freedom Search shall not be liable for any loss or damage suffered by the Customer as a result of such delay.

6.6 Freedom Search's search engine optimisation Service runs for a twelve (12) month period.

6.7 Domain names will be renewed on an annual basis and Freedom Search will charge for each renewal as set out in the Order.

6.8 Furthermore, Freedom Search will charge the Customer for transferring domain names as specified in the Order, and such charges which will be varied by Freedom Search from time to time.

6.9 In the event that Freedom Search's performance of any of its obligations under the Contract is delayed or prevented by any act or omission by the Customer or failure by the Customer to fulfil any of its obligations, such as but not limited to: (a) where the Customer's website contains defamatory or derogatory material or content;

(b) where the Customer's website infringes any third party's intellectual property rights; and/or

(c) where the Customer's website is found to be hosting or distributing malicious software; and/ or (d) where the AdWords advertisement link is subject to, or is being affected by (i) any fraudulent internet activity; and/or (ii) any spam attack; and/ or (iii) any unusual or excessive use (which shall include but not be limited to the number of clicks on the AdWord advertisement link); (collectively referred to as "Customer Default");

6.9.1 Freedom Search shall have the right to suspend performance of the Services until the Customer remedies the Customer Default (such right shall be in addition to the other rights and remedies available to Freedom Search under statutory law); and

6.9.2 Freedom Search shall not be liable for any costs or losses incurred or sustained by the Customer arising directly or indirectly from Freedom Search's delay or failure to perform any of its obligations as set out in this clause 6. For the avoidance of doubt, the Customer shall remain liable for the Monthly Fee during any period that Freedom Search suspends performance of the Services.

## 7. LIABILITY

- 7.1 Freedom Search's prices are determined on the basis of the exclusions of liability contained herein.
- 7.2 Nothing in these Terms and Conditions shall operate to exclude or restrict Freedom Search's liability for (a) death or personal injury resulting from negligence; (b) breach of the obligations arising from section 12 of the Sale of Goods Act 1979; or (c) fraud, or any other types of liability which cannot by law be excluded or restricted.
- 7.3 Freedom Search will not be held responsible for the following: (i) failure to keep the Customer's website effectively promoted at all times; (ii) any failure by a third party (such as a search engine provider) to list the Customer's website; (iii) if the Customer's chosen domain name is not available; (iv) work to current versions of browsers and it cannot be held responsible for any issues caused by renewed version of browsers after the Service has been provided.
- 7.4 Freedom Search's aggregate liability to the Customer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstance exceed the price paid by the Customer for the Services supplied to it by Freedom Search under these Terms and Conditions.
- 7.5 Freedom Search shall not be liable to the Customer, whether for negligence, breach of contract, misrepresentation or otherwise, for (a) loss or damage incurred by the Customer as a result of third party claims; (b) loss of profit, goodwill, reputation, business receipts, contracts, business opportunity or anticipated saving suffered by the Customer; or (c) indirect or consequential loss or damage suffered by the Customer.
- 7.6 Except as set out in these Terms and Conditions, all conditions, warranties and representations, expressed or implied by (i) statute, (ii) common law or (iii) otherwise, in relation to the Services supplied by Freedom Search are excluded.
- 7.7 Without prejudice to any other rights or remedies available to Freedom Search, the Customer shall at all times whether the Contract is in force or afterwards indemnify Freedom Search and keep Freedom Search indemnified against all losses, costs (on a full indemnity basis) claims, demands, awards and expenses arising as a result directly or indirectly of:
- 7.7.1 any breach of the Customer's obligations under the Contract;
- 7.7.2 any act, neglect, or default of the Customer; and
- 7.7.3 any breach by the Customer of any statute regulation or requirement of central or local government having the force of law for which Freedom Search is held responsible as a result of or arising out of the entering into of the Contract.

## 8. CONFIDENTIALITY AND IP

- 8.1 Subject to clauses 8.2 and 8.3, Freedom Search agrees to treat as confidential any information in respect of or arising from the provision of Services to the Customer under a contract to which these Terms and Conditions apply. This obligation shall not apply where the information so arising is, at the date of the agreement covered by these Terms and Conditions, publicly known, or subsequently becomes publicly known, other than by Freedom Search's breach of these Terms and Conditions or can be shown by Freedom Search to have been known by it before disclosure by the Customer to

Freedom Search or is required by law to be disclosed.

- 8.2 Freedom Search may disclose any information it is required to disclose by order of a court or other public body that has jurisdiction over it.
- 8.3 The Customer shall treat as confidential all other information which it receives from Freedom Search which shall include, without limitation, information regarding Freedom Search's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities, and business affairs.

## 9. DATA PROTECTION

- 9.1 In performing their respective obligations under any contract to which these Terms and Conditions apply, each Party shall comply with the Data Protection Legislation.

## 10. AMENDMENTS

- 10.1 Any amendments which the Customer wishes to make to the scope or execution of the Services shall be submitted in writing to Freedom Search.
- 10.2 Following receipt of such request, Freedom Search shall provide a written estimate to the Customer of:
- 10.2.1 the anticipated time required to effect the change; and 10.2.2 any associated additional charges arising from the change; and
- 10.2.3 any other effect that the change may have on the Contract.
- 10.3 Freedom Search shall reserve the right to charge for any time spent assessing a request by the customer for a change to the scope or execution of the Services.

## 11. FORCE MAJEURE

- 11.1 Freedom Search shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the supply of Services by Freedom Search being prevented, hindered, delayed, cancelled or rendered uneconomic by reason of circumstances or events beyond Freedom Search's reasonable control ("force majeure circumstances") which include, without limitation, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood and/or storm. In force majeure circumstances Freedom Search may in its sole discretion terminate any contract to which these Terms and Conditions apply, and which is so affected by such force majeure circumstances, with immediate effect by written notice to the Customer or postpone Services for the Customer until such date as the force majeure circumstances no longer exist.

## 12. TERMINATION

- 12.1 Freedom Search may, without prejudice to any of its other rights, suspend Services to the Customer and/or terminate any Contract to which these Terms and Conditions apply with immediate effect by written notice to the Customer if (a) the Customer is in breach or persistent breach of an obligation (and in the case of a breach capable of remedy), fails to remedy it within seven (7) days of receipt of a written notice from Freedom Search specifying the breach and containing a warning if an intention to terminate if the breach is not remedied; (b) the Customer passes a resolution for its winding up or a court of competent jurisdiction makes an order for the Customer's winding up

or dissolution, or an administration order is made in relation to the Customer, or a receiver over an asset of the Customer is appointed, or an encumbrancer takes possession of or sells an asset of the Customer, or the Customer makes an arrangement or composition with creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally, or anything analogous to any of the foregoing events occurs under the laws of any applicable jurisdiction.

- 12.2 With the exception of termination of SEO Services (which is dealt with in clause 12.3 below), the Customer must give Freedom Search no less than one (1) month's notice of termination of any AdWords Services.

- 12.3 SEO Services are provided on a yearly basis and shall be renewed automatically unless terminated in accordance with this clause 12.3. Where the Customer is in receipt of SEO Services, the Customer must provide Freedom Search notice to terminate within the final month of the year in question. If notice is not given as prescribed in this clause 12.3, then the SEO Services will automatically continue.

- 12.4 Subject always to 12.2, either Party may terminate the Contract by providing prior written notice to the other Party of its intention. Upon receipt of such notice, both Parties agree that their obligations under the Contract shall expire on the last day of the month following the next date for payment due under the Contract. For the avoidance of doubt, the Customer shall remain liable to pay the Monthly fee to Freedom Search up to and including the date of expiry of its obligations in accordance with this clause 12.4.

- 12.5 Each Party's further rights and obligations cease immediately on termination of the Contract subject to these Terms and Conditions, but termination does not affect a Party's accrued rights and obligations at the date of termination.

- 12.6 The Customer agrees that in the event of termination of the Contract, it shall not use any of Freedom Search's intellectual property (which includes but is not limited to coding, know-how and tools). Furthermore, the Customer allows Freedom Search to regularly monitor any accounts to ensure that the Customer is not in breach of this clause 12.6.

- 12.7 Hosting Services are provided on a yearly basis and shall be renewed automatically unless terminated in accordance with this clause 12.7. Where the Customer is in receipt of Hosting Services, the Customer must provide Freedom Search notice to terminate within the final month of the year in question. If notice is not given as prescribed in this clause 12.3, then the Hosting Services will automatically continue

## 13. WAIVER

- 13.1 Failure by Freedom Search to exercise or delay by Freedom Search in exercising any right or remedy provided by any Contract to which these Terms and Conditions apply or by law shall not constitute a waiver of that right or remedy or any other rights or remedies and no single or partial exercise of any right or remedy shall prevent any further exercise of that right or remedy or the exercise of any other right or remedy.

## 14. GOVERNING LAW

- 14.1 Any Contract to which these Terms and Conditions apply (including non-contractual disputes or claims) arising out of or in

connection with these Terms and conditions shall be governed by and construed in accordance with the law of England and Wales.

## 15. DISPUTE RESOLUTION

- 15.1 If there is any dispute between the Parties arising from or in connection with any Contract subject to these Terms and Conditions, either Freedom Search or the Customer may serve on the other a written notice of dispute specifying the dispute and requesting that the Parties use their best endeavours to resolve it. If a notice of dispute is served on Freedom Search at Barnfield Way, Suite 5C - First Floor Millennium City Office Park, Preston PR2 5DB Tel: 01772 968994 Email: sales@freedomsearch.co.uk www.freedomsearch.co.uk is served by one Party, the other may within fourteen (14) days serve its own notice of dispute. The Parties shall use their best endeavours to seek during the thirty (30) days following service of the first notice of dispute to resolve through negotiation in good faith the dispute(s) specified in the notice(s) of dispute.
- 15.2 If a dispute is not resolved by the processes referred to in clause 15.1 above, within one hundred and twenty (120) days of service of the first notice of dispute, the Parties hereby submit to the exclusive jurisdiction of the English Courts in relation to any dispute arising from or in connection with any contract subject to these Terms and Conditions.

## 16. ENTIRE AGREEMENT

- 16.1 These Terms and Conditions, together with the specification of the Services set out in Freedom Search's order acknowledgement, constitute the entire agreement under which the Services specified in Freedom Search's order acknowledgement are supplied by Freedom Search to the Customer, and supersede all prior agreements or understandings between Freedom Search and the Customer in relation to the transaction contemplated hereof.

## 17. NOTICES

- 17.1 Subject to clause 15, any notice required to be served pursuant to these Terms and Conditions shall be served in writing as follows:
- 17.1.1. notices to Freedom Search: to Pathways, Suite 5c Millennium Office Park, Preston, PR2 5DB or such other address as it may from time to time notify to the Customer;
- 17.1.2. notices to the Customer: to such address as the Customer may notify to Freedom Search or, in default or notification, to such address as appears on any order by the Customer, or if the Customer is a company, at Freedom Search's option to the Customer's registered office.
- 17.2 For the purposes of the Contract, a notice served shall be deemed to have been received:
- 17.2.1. if delivered by hand, when left at the address for service provided for in clause 17.1; or

17.2.2. if sent by prepaid first-class post to the address for service provided for in clause 17.1 forty-eight (48) hours after being posted (excluding Saturdays, Sundays and Bank or other public holidays in England).

- 17.3 Where, in the case of delivery by hand, such delivery occurs on a day which is Saturday, Sunday or bank or public holiday in England or after 4.00pm on any other day, service will be deemed to occur on the following working day.

## 18. GENERAL

- 18.1 The invalidity, illegality or unenforceability of the whole or any part of a term and condition does not affect or impair the continuation in force of the remainder of these Terms and Conditions.
- 18.2 The Customer may not assign or transfer or purport to assign or transfer any of its rights or obligations under a Contract to which these Terms and Conditions apply without first having obtained Freedom Search's written consent.
- 18.3 A person who is not a party to a Contract to which these Terms and Conditions apply has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of that Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.