

## Full Terms of Business

### Introduction

1. The following terms of business apply to all products and services (Services) provided by Summit International Ltd (we or us) to the person buying the products or services (you).
2. You are deemed to have accepted these terms either when you accept, or ask us to proceed with, a Quote or cost estimate OR from the date of any performance of the Services (whichever takes place first).
3. The parties acknowledge that these Terms of Business supersedes any prior Terms of Business issued by us.
4. You acknowledge that you have not relied on any statement, promise or representation which has been given to you by or on our behalf before deciding to enlist our Services.

### Interpretation

5. When we refer to "business day" we specifically mean our typical working days which are Monday to Friday. The exceptions to this are the bank holidays in England and Wales and the days between Christmas Day and New Year's Day when the office will be closed.
6. The headings we have used in this document are purely to allow for quick referencing. They should not affect your interpretation.

### Services

7. We will use reasonable care and skill when performing our Services. The Services undertaken will be laid out to you in a Quote or cost estimate (Quote), including any respective specifications. If we are providing a retained service or the Services relate to a specific project, there may be a signed specification or service agreement (Agreement).
8. We will use our reasonable endeavours to complete the work required as part of our Services within the agreed timescales or as set out within the original Quote or specification.
9. We shall be free to provide our Services to third parties whether during or following the provision of the Services to you.

### Your Obligations

10. It is your responsibility to obtain any consents, licenses, or any other permissions which we need, as well as all relevant collateral (image files, documents etc) and other matters which need in order to provide you with the Services.
11. We will not be held liable for any delays or failures to provide the Services if they are caused by your failure to provide us with the information we require (as above).
12. It is your responsibility to ensure you are available for communications with us in relation to your Services. We will not be held responsible for any delays, non-satisfactory Services or similar which have occurred as a result of a lapse in your communication with us.
13. You agree that during the time we are providing Quotes or Services to you (and for a further period of 12 months following termination of Services) you will not attempt to poach, entice, or directly engage the services of

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any individuals employed directly or indirectly by us. Attempts to do so will be considered a breach of these Terms of Business and we will look to recover damages up to the value of the Quote or Agreement.

14. You are obliged to inform the Company immediately of changes in domain names, websites, technical setup, and any other material information regarding the technical infrastructure which may affect the Services we deliver.

### Acceptance of Services

15. Many of our Services come with an explicit amount of amends time. This is allocated time for you to use for any final tweaks and amends. If time has been allocated, this will be outlined in your Quote or Agreement. If no time has been allocated, or you have used all the allocated time, then amends or additions are considered chargeable and will be billed to you in addition.

16. It is your responsibility to test and approve our Services as they are supplied to you and to raise any issues or questions within a timely manner. Failure to respond within 14 days following receipt will be considered approval and 'sign off' of the Services.

17. New websites and website amends come with a 30-day warranty period from the date of launch. In the unlikely event that any bugs or issues are identified during this period, they will be resolved promptly free of charge. Any additional features, items out of scope or issues related to third party software, plugins and extensions will need to be paid for in addition. Anything raised after the 30-day period will need to be paid for in addition.

### Deadlines and Delay Penalties

18. You agree to provide required information and feedback on time. Delays of more than 14 days may incur a fee of 2.5% of the total project cost per week and extend the project timeline. Delays beyond 30 days may result in project suspension and a re-engagement fee.

### Missed or Cancelled Meetings

19. You must give at least 48 hours' notice for rescheduling or cancelling meetings. Missed meetings without notice may incur a fee equivalent to 2 hours or count against project hours. Repeated missed meetings may lead to timeline adjustments or additional fees.

### Fees

20. The fees (Fees) for the Services we provide will be set out in the Quote or Agreement. The Fees stated shall be an estimate based on a qualified assessment of the number of hours required to provide the Services. This is an estimate only and Services shall be invoiced in accordance with the time spent to deliver the Services outlined in the Quote or Agreement e.g., on a time and materials basis. If there is a supporting Agreement for your Services, this will supersede whatever is outlined in the Quote. We will endeavour to update you as soon as reasonably possible if changes are made to estimations or budgets in relation to the Services you have asked us to perform for you.

21. In addition to the Fees, if required, we reserve the right to recover from you a) reasonable incidental expenses incurred in delivering the Services b) the cost of services provided by third parties and required by us for the performance of the Services c) the cost of any materials required for us to provide the Services.



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22. You agree to pay for any additional Services you need us to provide which are not detailed in the Quote or Agreement. This will be charged at our current hourly rate, in effect at the time of performance, or another rate that may be agreed between us.

23. Unless otherwise expressly stated, all of our Fees are in Pounds Sterling and are exclusive of VAT which will be charged in addition at the current rate.

24. In the interest of our customers, we aim to keep all price increases to a minimum. However, we reserve the right to increase our fees annually in line with the base rate of inflation or 5% - whichever is higher. Any changes to Fees will be communicated to you at the earliest opportunity, either in writing or via email.

### Cancellation and Amendment

25. We can withdraw, cancel, or amend a Quote or Agreement if it has not been accepted by you, or if the Services have not started, within a period of 30 days from the date of the Quote.

26. While we always try to ensure that our Quotes and Agreements are accurate - we reserve the right to amend a Quote if there is an event or omission.

27. If you want to amend any details of the Services or Agreements you must tell us in writing as soon as possible by sending an email to [mike@summit-digital.co.uk](mailto:mike@summit-digital.co.uk), copying [studio@summit-digital.co.uk](mailto:studio@summit-digital.co.uk). We will try to make any required changes - however any additional costs incurred in changing your Services or Agreements will be included in the Fees and invoiced to you.

28. If, due to circumstances beyond our control, we must make any changes in the Services we provide to you, we will notify you as soon as possible. We will try to keep any such changes to a minimum.

### Payment

29. We will invoice you at the end of each calendar month for the time and materials which have been utilised, in accordance with your Quote or Agreement. By 'time and materials', we refer specifically to the hours used by us to deliver your Services within the calendar month the invoice relates to. Invoices should not be mistaken for completion of project stages. The exceptions to these are retained and annual services (such as digital marketing services, hosting, and website support) where your Quote or Agreement will have outlined fixed monthly or annual Fees.

30. We are a "boutique" digital marketing agency operated by us without third party borrowing and accordingly our Fees are due within 30 days of the date of the invoice unless there are alternative credit terms agreed between us.

31. New clients will be subject to a credit check before proceeding with Services. If the results are not satisfactory, we will ask for payment in advance of completing any Services - this will be communicated to you in advance and will supersede the payment terms outlined in this document.

32. If you require us to complete work within a shorter time frame than specified in the Quote or Agreement, we reserve the right to charge additional monies to prioritise such projects ahead of pre-planned work.

33. We understand and exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998. If you do not pay within the period set out above, or following our reminder letter, we will charge you interest at the rate of 8% per annum above the base lending rate of the Bank of England from time to time on the outstanding amount until we have received payment from you in full.



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34. All payments due under these Terms of Business must be made in full without any deductions except as required by law.

35. If you do not pay within 30 days of the invoice date or after our payment reminder, we reserve the right to suspend any or all our Services and cancel any future Services which have been arranged with you. Suspension of your services does not relieve you of the obligation to pay the amounts owed.

36. If your Services are suspended because of non-payment, a reactivation fee of £100 must be paid before services are resumed.

37. If your accounts become default, you agree to cover the cost of reasonable legal expenses and third-party collection agency fees in the enforcement of these Terms of Business.

### Termination

38. We can terminate your Services immediately if you:

- a. are found to have committed a material breach of your obligations under these terms and conditions; or
- b. do not make payment for amounts due under the Quote or Agreement on the due date of payment; or
- c. are or become, or in our opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
- d. enter into a voluntary arrangement under the Insolvency Act 1986, or any other arrangement is made with its creditors; or
- e. enter into compulsory or voluntary liquidation, have a receiver, manager or administrative receiver appointed in respect of your assets or any part of the business, any documents are filed with the court to appoint administrators in respect of you, notice of intention to appoint an administrator is given by you or any directors or by a qualifying floating charge holder, a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings commenced relating to your possible insolvency or insolvency.

#### 38.1 Termination for Non-Payment:

In the event of your failure to make payment of any Fees due under the Quote or Agreement on or before the specified due date, we may, at our discretion, provide you with a written notice of non-payment (Notice of Non-Payment). You shall have a cure period of 30 days from the date of the Notice of Non-Payment to rectify the non-payment.

#### 38.2 Cure Period:

During the cure period, you shall have the opportunity to make the outstanding payment and bring your account up to date. If you remedy the non-payment within the cure period, the termination notice shall be deemed withdrawn, and the Services shall continue without any interruption.

#### 38.3 Termination for Persistent Non-Payment:

If you fail to cure the non-payment within the specified cure period or if there is a pattern of persistent non-

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payment, we reserve the right to terminate the Services with immediate effect by providing you with written notice of termination.

### 38.4 Termination for Persistent Delay:

If delays reach 45 days, the contract may be terminated the contract, with you liable for completed work to date.

### 38.5 Effect of Termination:

Upon termination of the Services for non-payment, you shall pay all outstanding Fees, including any interest or late payment charges accrued up to the termination date. Additionally, any provisions in these Terms of Business that, by their nature, are intended to survive termination (such as confidentiality, intellectual property rights, and liability) shall continue to be binding on both parties.

### 38.6 Right to Suspend:

In the event of your failure to make payments on time, we also reserve the right to suspend the Services until the outstanding payment is received in full. During the suspension period, you shall remain liable for any Fees or charges that would have accrued had the Services not been suspended.

### 38.7 No Liability for Termination or Suspension:

Neither party shall be liable to the other for any damages, losses, or expenses arising from the termination or suspension of the Services due to non-payment, except as expressly provided for in these Terms of Business.

### 38.8 Right to Seek Legal Remedies:

In addition to the termination rights outlined in this clause, we reserve the right to pursue any legal remedies available to us for the collection of outstanding payments, including but not limited to interest, late payment charges, and reasonable legal fees and costs.

39. If you want to cancel your services, you must give us at least 30 days written notice. One exception to this is if there is an Agreement in place for our Services, in which case the notice period in the Agreement must be adhered to. Another exception to this is our email services, hosting and domain names - we require a minimum of 90 days' notice prior to the expiry date to cancel or the contract will renew for another term, at the full price.

40. In the case of retained services, payment must be made in full for the intended month of cancellation.

41. If you do not formally terminate your Services, your Agreement shall renew automatically for a further term until either party notifies the other of its wish to terminate the Agreement.

## Force Majeure

42. Neither party shall be held liable or responsible for any delay or failure to perform its obligations under these Terms of Business if such delay or failure is caused by a force majeure event. A force majeure event refers to any event or circumstance beyond the reasonable control of the affected party, including but not limited to acts of

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God, natural disasters, pandemic, epidemic, war, terrorism, civil unrest, strikes, lockouts, governmental actions, and any other events that are unforeseeable and unavoidable.

43. In the event of a force majeure event, the affected party shall promptly notify the other party in writing, providing details of the force majeure event and the expected impact on the performance of its obligations under these Terms of Business. The affected party shall make all reasonable efforts to mitigate the effects of the force majeure event and resume performance of its obligations as soon as practicable.

44. During the force majeure event, the time for performance of the affected party's obligations under these Terms of Business shall be extended for a period equal to the duration of the force majeure event. If the force majeure event continues for a prolonged period, either party may have the right to terminate the agreement by providing written notice to the other party.

45. Notwithstanding any other provision of these Terms of Business, neither party shall be entitled to claim damages or seek any other remedy from the other party for any delay or failure to perform its obligations under these Terms of Business due to a force majeure event.

### Intellectual Property

46. We reserve all copyright and other intellectual property rights to all parts of the Services delivered to you until full payment of the Fees have been made. Any exceptions to this will be detailed to you in a separate Agreement.

47. We also reserve all copyright and other intellectual property rights to any materials provided to you at the point of engagement or Quote - regardless of whether or not you utilise our Services.

48. It is your responsibility to ensure you have the right to use any Intellectual Property Rights when you provide any text, images, or representation (Materials) for incorporation into the Services, and you hereby grant or agree to procure (as applicable) an irrevocable license to us to such Materials for the purposes of providing the Services

49. You are responsible for ensuring that the contents of the Materials which you have contributed or approved are not in contravention of legislation, decency, marketing rules or any other third-party rights. We are entitled to reject and delete such Materials without incurring any liability.

50. You acknowledge that certain Services may involve the licensing of third-party Intellectual Property Rights and that you may be required to enter into a license directly with such third party. Unless otherwise expressly stated, all Fees are exclusive of costs for the acquisition of Intellectual Property Rights for materials required to deliver your Services. This includes (but without limitation) pictures and licenses from third party owners and licensors, plugins and extensions, marketing tools and software, widgets, and API. Should you impose the terms of the licenses of such third parties, you are responsible for any fines or penalties which are incurred because of misuse - including (but not limited to) the purchasing and renewal of data lists, renewal of plugins and extensions, image licenses, trademarks, and copyrights.

51. The parties shall be obliged to notify the other party without undue delay of any claims raised against a party as described above.

### Liability & Indemnity

52. Our liability under these Terms of Business, and in breach of statutory duty, and in misrepresentation or otherwise, shall be limited as set out in this section.

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53. You are responsible for obtaining all legal clearances required for the performance of Services.

54. Neither party shall be held responsible for delays or Neither party shall be liable for any indirect, third-party, incidental, special, consequential, exemplary, or punitive damages arising out of these Terms of Business.

55. The maximum liability for either us or you is limited to the total amount of Fees payable by you under the Quote or Agreement.

56. We are not liable (whether caused by our employees, contractors or otherwise) in connection with our provision of the Services or the performance of any other obligations under these Terms of Business or the Quote or the Agreement for:

- a. any indirect, third party, special, consequential, exemplary or punitive damages or;
- b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or other third-party scams; or
- c. non-performance caused by activities or factors beyond our reasonable control, including delays and non-performance caused by viruses, denial of service attacks, other omissions by third parties, Internet service providers, search engines, third party websites, contractors hired by us or you, strikes, lockouts, work slowdowns or stoppages, accidents, fires, acts of God or terrorism.
- d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
- e. any losses arising directly or indirectly from your choice of Services and your understanding of how they will meet your requirements or your use of the Services

57. Many of the Services provided by us for digital marketing (such as search engine optimisation and pay-per-click advertising) are impacted by external factors which means we cannot guarantee results. You acknowledge that guaranteed results are not a part of the Quote, or the Agreement and we will not accept responsibility for a decline in marketing results or performance as a result of external factors outside of our control.

58. We will not be liable for Services relating to search engine optimisation, link building, advertisements, banners, or sponsorships leading to a minimum number of views, position or frequency in searches on relevant words or otherwise. In addition, we shall not be liable for ensuring that such Services lead to a certain volume of traffic, number of clicks, registrations, purchases or the like.

59. We will not be responsible for URLs dropped or excluded by a search engine for any reason.

60. After your new website goes live, it is your responsibility to keep it secure and up to date, even if you continue to use our Services for website support and maintenance. We will not be held responsible for any of the consequences of your website not being up to date or secure.

61. If you do not implement some or all our recommendations, we will not bear any liability for any lack of success experience by you relating to the Services

### Data Protection

62. For the purpose of supplying Services to you, we may gain access to and/or acquire the ability to transfer, store and process your organisational data

63. You agree that where processing of personal data takes place, you shall be the 'data controller' and we shall be the 'data processor' as defined in the GDPR (General Data Protection Regulation). For the avoidance of doubt,



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'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have exactly the same meaning as in the GDPR.

64. We will only process personal data to the extent required for us to supply the Services - either as outlined in these Terms of Business or as requested by and agreed between us and you.

65. We will not retain any personal data for longer than necessary for data processing and will refrain from processing personal data for any third-party purposes.

66. We will not disclose personal data to any third parties other than employees, directors, agents, subcontractors, or advisors on a strict 'need-to-know' basis and only under the same conditions as set out on these Terms of Business.

67. During the term of the Agreement or while Services are being provided to you by us, and for a period ending 5 years from termination thereof, you will not disclose to any persons within your organisation that do not have a need to know, or to any third party, any information or Materials provided by us which concern the method or approach we use to provide Services.

### Sub-Contracting, Assignment & White Label Work

68. We reserve the right to subcontract or delegate any or all of our obligations under these Term and Conditions to a third party.

69. In some situations, the Services you ask us to provide may be considered White Label Work. For the purpose of these terms, 'White Label Work' means Services provided by us to you which you wish to rebrand as your own for the benefit of your clients. Where White Label Work is undertaken, you understand and agree that we have no contractual relationship and therefore no liability in respect of the ultimate client with who you have agreed to perform the White Label Work for.

70. In respect of all White Label Work, you agree to indemnify us against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses\_ suffered or incurred by you arising out of or in connection with the contract between you and your ultimate client for the White Label Work.

### Marketing & Publicity

71. Each party may state in its publicity and marketing materials that the other is a provider or customer (as the case may be).

72. In the interest of our own promotion and marketing efforts, we reserve the right to utilise project details, background information, your company logo and images of the Services supplied to you and the results you achieved (in percentage terms only) and the technology utilised to deliver the services and testimonials, or direct quotes provided by you in our case study material, our website and other related marketing or promotional collateral. If you do not wish to be included in such material, please discuss this with us at your earliest convenience.

73. We reserve the right to enter industry awards from time to time which may require us to prepare awards entries made up of project details, background information, your company logo and images of the Services supplied to you and the results you achieved (in percentage terms only) and the technology utilised to deliver the services and testimonials or direct quotes provided by you in our case study material, our website and other related marketing or promotional collateral.





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### Law & Jurisdiction

74. The parties acknowledge and agree that an Agreement for Services supersedes and prior agreement, understanding or arrangement between the parties, whether made orally or in writing and constitutes the entire agreement between us relating to our services.

75. We shall be obliged to attempt to settle any disputes arising between us, including disputes relating to the existing or validity of an Agreement through negotiation, provided always that either party shall be entitled at all times to exercise any of its other remedies including through taking legal action.

76. This agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including claims and disputes which are non-contractual) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

77. The information contained in these Terms of Business is provided for general informational purposes only and is not intended as legal advice. Summit International Ltd has made every effort to ensure that the information presented is accurate and up to date. However, the content is subject to change and may not reflect the most current legal developments or interpretations.

78. The Terms of Business provided herein do not create or constitute a legal contract between Summit International Ltd and any party. The document is not intended to be exhaustive or comprehensive in addressing all legal matters that may arise. Therefore, it is crucial for customers to seek independent legal counsel before entering into any agreement or making any decisions based on the information provided in this document.

79. While we strive to keep the information accurate and current, Summit International Ltd does not warrant or guarantee the accuracy, reliability, completeness, or suitability of the content. We disclaim any liability for any actions taken or omissions made in reliance on the information presented in these Terms of Business.

80. By accepting these Terms of Business, you acknowledge that you have read and understood this disclaimer and that you have not relied on the document as legal advice. If you have any specific legal concerns or questions, we recommend consulting with a qualified attorney to address your individual circumstances.

### Dispute resolution

81. In the event of any dispute, controversy, or claim arising out of or relating to these Terms of Business or the Services provided hereunder, the parties shall first attempt to resolve the dispute amicably through good-faith negotiations. Any party seeking to initiate negotiations shall provide written notice to the other party outlining the nature of the dispute.

82. If the dispute is not resolved through negotiation within 60 days from the date of the initial notice, the parties agree to attempt mediation before resorting to litigation. The mediation shall be conducted by a neutral and impartial mediator agreed upon by both parties. If the parties are unable to agree on a mediator, the mediator shall be appointed by [Bruce Greig Ltd](#).

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83. If mediation does not result in a resolution of the dispute within 90 days from the commencement of mediation, either party may initiate legal proceedings. The parties agree that any legal action or proceedings arising out of or related to these Terms of Business shall be brought exclusively in the competent courts of Winchester, Hampshire.

84. Notwithstanding the above, either party may seek equitable relief, including injunctive relief or specific performance, to protect its rights and interests in the event of a breach or threatened breach of these Terms of Business.

85. The parties shall cooperate in good faith throughout the dispute resolution process and shall comply with all applicable laws and regulations governing the resolution of disputes.

86. In the event of any dispute or legal action, the prevailing party shall be entitled to recover its reasonable costs, expenses, and attorney's fees incurred in connection with the dispute, including but not limited to mediation and litigation.

87. All communications, documents, and information exchanged during the dispute resolution process, whether through negotiation, mediation, or litigation, shall be treated as confidential and may not be disclosed to any third party without the written consent of the other party, except as required by law or to enforce a settlement agreement.

88. The parties' obligations under these Terms of Business shall continue during the dispute resolution process unless and until the dispute is resolved or the agreement is terminated in accordance with its provisions.