

Terms and Conditions

Version 2023.2 / Updated 18 July 2023

The following terms and conditions are applicable for any individual or entity (the "client") that has received an invoice from Scout Websites. Scout Websites is a trading style of The Manta Group Limited ("we"/"us"/"our"), registered at Town House Farm, Clotton, Tarporley, CW6 0EG (14341667). Contact details available at scout-websites.com.

1. Quotations, agreements and invoices

- 1.1. All fees are subject to VAT, and will be issued in GBP.
- 1.2. All fees are presented on our website, or a document, or via email.
- 1.3. All fees presented are subject to change in the future as we see fit.
- 1.4. The one-off fee is defined as the fee quoted to set up your website, which is only paid once.
- 1.5. The on-going fee is defined as the monthly, quarterly or annual fee quoted to continue our services on an on-going basis.
- 1.6. Once we are notified of confirmation to proceed, we will issue an invoice detailing the one-off fee which will be delivered via email.
- 1.7. By notifying us of this confirmation to proceed, the individual notifying us of this confirmation to proceed - via email, recorded telephone call, or text message - is confirming that they are authorised to commit to the services, commit to the expenditure, and are authorised to act, on behalf of the client now and in the future, until we are otherwise notified.
- 1.8. If, after the invoice for the one-off fee is issued but before payment is made, the client wishes to cancel our services, cancellation is possible, however is subject to a cancellation fee of £100 plus VAT.

2. Payments

- 2.1. We will require full payment of the one-off fee immediately upon receipt of our invoice, unless otherwise specified. Set up of your website will not commence until we receive payment.
- 2.2. Should payment of the one-off fee not be made within 14 days of the date shown on the invoice issued, this will lead to cancellation, and will be subject to a cancellation fee of £100 plus VAT.
- 2.3. The on-going fee will start exactly twelve months following us receiving the confirmation to proceed. This fee will be billed on an annual basis, unless otherwise specified.
- 2.4. We prefer all payments where an invoice is issued in advance to be made via Bank Transfer (BACs) using the details on the invoice. We will request payment by Direct Debit or Debit/Credit Card for the on-going fee.
- 2.5. No refunds, partial or full, will be issued for any payments made.
- 2.6. Failure to make payment may result in the suspension of services, additional charges, or cancellation by us.

3. Services

- 3.1. We provide the set-up and content population of our pre-existing platform. This platform has been created as a framework to produce onbrand websites, and is therefore, in some places, rigid in terms of functionality and aesthetic.
- 3.2. Where a client wishes to extend the functionality or alter the aesthetic of our platform, we will notify the client in advance that this will be subject to an additional fee, which can be considered and accepted, or declined. In the event of a dispute arising as to whether the platform satisfies the specification agreed, we will consider the dispute and make a fair decision that shall be final and binding.
- 3.3. Our team will require information from the organisation to set-up the website and populate it with content. This needs to be provided in text and imagery, either directly or inside editable documents.
- 3.4. The website will be sent to the client for a review in a draft environment. It is the responsibility of the client to review and approve our work where they feel this is necessary. Where work is not reviewed, we accept no responsibility for inaccuracies or errors. Where amendments need to be made, these must be provided in text and imagery, either directly or inside editable documents. We will only accept two complete sets of content amendments. Any further sets of amendments can be made by the organisation itself. If you wish for our team to make these additional amendments, we will provide a quotation for the additional work required to make these changes.

- 3.5. We require the client to work with us in a timely and suitable manner, communicating and delivering feedback and assets in the format required.
- 3.6. We will endeavour to provide all work within reasonable and any approximate or agreed timeframes, however there is no guarantee.
- 3.7. The client shall not supply any information which infringes the Intellectual Property Rights of a third party, or is fraudulent, offensive, abusive, defamatory, obscene or menacing or causes annoyance, inconvenience or needless anxiety or constitutes unsolicited advertising or promotional material.
- 3.8. The client guarantees that any asset delivered to us for use within our work is owned by the client, or that the client has permission from the rightful owner to use each of these elements.
- 3.9. Our platform has been created and developed to rely on a core of functionality within our infrastructure. By using our services, the client understands that the website cannot be transferred elsewhere, and therefore our platform must be continued to be used to keep the website online, which is subject to an on-going fee, unless otherwise agreed. This does not mean the any domain name registration, any email system or any other services must be provided by us.
- 3.10. We will require constant access to the website or application hosted.
- 3.11. We will endeavour to supply a service that is available at all times. However, the client understands that we may use a third party to supply some or all of these services and therefore we are not in full control of the promptness of any technical assistance that is required should an issue arise, and equally cannot guarantee the service will be available at all times. If maintenance is required, we will give at least 7 days notice, and will endeavour to ensure any time that the website or application is not available is kept to an absolute minimum.
- 3.12. We do not accept any responsibility for the mistakes or actions of any third party including payment gateway providers, or website and application hosting suppliers.

4. Support

- 4.1. Following the approval and launch of a website onto a domain name, all website content updates are the responsibility of the client. We can provide video or written training if required.
- 4.2. Following the approval and launch of a website onto a domain name, if at any point the website appears offline for a period of longer than 15 minutes, it is recommended that the client makes a phone call to our offices to report this issue.
- 4.3. Following the approval and launch of a website onto a domain name, all other support queries, including but not limited to: advice, guidance, and broken functionality, must be reported via our online support ticket system available at scout-websites.com/support, rather than by phone call. Our online support ticket system will prioritise support requests, and we will respond to these at our earliest convenience, and within our normal office hours.

5. Termination

- 5.1. Should a client wish to terminate our services, we will require three months written notice.
- 5.2. Either party may terminate any agreement immediately and without notice if either entity enters into administration or liquidation.
- 5.3. We may terminate any agreement immediately and without notice if any invoice becomes more than 60 days overdue, or if a client fails to cooperate.

6. Indemnity and Limitation of Liability

- 6.1. We shall not be liable for failure to perform any services if such failure is as a result any extraordinary event or circumstance beyond our reasonable control. This is known as force majeure.
- 6.2. We cannot be held liable to the client for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with our services.

7. Severance

- 7.1. If any clause (or part of a clause) within these terms and conditions is found by any court or administrative body of a competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

