TERMS & CONDITIONS

BASIS OF CONTRACT

1.1 By entering into the contract between the client and Purplex, the client agrees to share personal data with Purplex for the purpose of fulfilling the contract and supply of services.

1.2 If the Contract is extended beyond the Initial Term then the provision of the Services during any Extended Term shall be on the same basis and subject to the same terms and conditions as applied during the Initial Term unless otherwise agreed between Purplex and the Client.

SUPPLY OF SERVICES

1.3 Purplex shall supply the Services to the Client in accordance with the signed contract and for all services this can include up to 3 rounds of amends if required. The client understands if any additional concepts or further significant amends to the agreed project are required then Purplex has the right to charge extra in accordance with the hourly rate, of £100 per hour excluding VAT.

1.4 Purplex shall use all reasonable endeavours to meet any performance dates specified in the contract, but any such dates shall be estimates only and may be subject to change, and time shall not be of the essence for performance of the Services.

1.5 Once the client has approved material, if the client makes amends after this, Purplex will charge extra for these amends in accordance with the hourly rate.

1.6 Purplex will make any changes to the Services which are necessary to comply with any applicable law requirement, or which do not materially affect the nature or quality of the Services, and Purplex shall notify the Client in any such event

1.7 With regards to website projects;

(a) Once the project has been completed, Purplex is no longer responsible for the hosting, changes, maintenance, back-ups or support unless the client has entered into a website management contract

(b) The client is responsible for IT and email hosting, as this is not a service that Purplex provides or supports

(c) The client or its agents shall not alter, adapt, merge, modify or copy some or all of the website

(d) If the website is hosted with Purplex and the client requests this to be moved to a third party, Purplex will charge for this service in accordance with our hourly rate of £100 per hour excluding VAT.

1.8 Purplex warrants to the Client that the Services will be provided using reasonable care and skill, however Purplex will not be responsible for any loss or damage arising from or due to:

(a) Inaccuracies or errors in or arising from data, information, materials, or any other matters which are not under the control of Purplex;

(b) Inaccuracies or errors in or arising from data, information, materials, or any other matters which have arisen despite Purplex's reasonable efforts to avoid such inaccuracies or errors;

(c) Any unauthorised use of data, information, or materials, including, without limitation, use made by the Client, its employees, agents, or contractors, which is in breach of the terms of the Contract or of these terms and conditions;

(d) Use by the Client, its employees, agents, or contractors of any information or materials supplied by Purplex, but which is a different use to that which has been discussed between Purplex and the Client;

(e) The hacking of online systems and information by third parties or by anyone acting on behalf of the Client.

(f) Purplex cannot guarantee 100% up-time of website hosting, due to external unforeseen circumstances, however will endeavour to return the service as quickly and efficiently as possible, but accepts no liability for loss or damage that may be caused by this down-time.

(g) Purplex cannot guarantee placement of articles in the press, this is at the publications discretion.

1.9 The Client will:

(a) Ensure that all information supplied to Purplex by the Client is complete, accurate, provided within the required time scales and is sufficient to enable Purplex to provide the our Services. The Client accepts that if information is not supplied in accordance with these requirements then failure to do so will impact on the provision of the Services by Purplex and will (amongst other things) cause delay, result in time estimates or time scales having to be extended and/or cause an increase in the Charges for which the Client will be responsible. Purplex will endeavour to keep the Client informed of any such matters and the reasons for them

(b) Have full responsibility for the information displayed and shall not publish, post, distribute or otherwise disseminate defamatory, obscene, indecent or illegal material or information

(c) Be responsible for checking and approving the material prior to release and Purplex accepts no responsibility for errors after approval.

(d) Co-operate in a timely manner with Purplex in all matters relating to the Services;

1.10 If Purplex's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation:

(a) Purplex will to continue to invoice for the service, with payment due as per the terms of contract,

(b) Purplex shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Purplex's performance of any of its obligations;

(c) Purplex shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Purplex's failure or delay to perform any of its obligations

(d) The Client shall reimburse Purplex on written demand for any costs or losses sustained or incurred by Purplex arising directly or indirectly from the Client Default.

CHARGES AND PAYMENT

1.11 The Charges for the Services shall be on a time and materials basis:

(a) The Charges shall be calculated in accordance with Purplex's rates, as set out in the contract

(b) Purplex shall be entitled to charge the Client for any expenses incurred by the individuals whom Purplex engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, and any associated expenses, and for the cost of services provided by third parties and required by Purplex for the performance of the Services, and for the cost of any materials.

(c) If the Client does not provide feedback within a 30 day timeframe from being supplied the service, Purplex reserves the right to proceed to invoice for the balance of that project, or the instalment due on the website.

1.12 Purplex reserves the right to increase its rates by 3% due to inflation, provided that such charges cannot be increased more than once in any 12 month period. Purplex will give the Client written notice of any such increase.

1.13 Purplex will to pass on any increases in costs that occur from third parties, and will give the Client written notice of any such increase.

1.14 Except as otherwise agreed with the Client, Purplex shall invoice the Client:

(a) A deposit ahead of commencement, and further instalments until completion of the service

(b) Monthly

(c) On completion of the services.

1.15 For the avoidance of doubt, Purplex may require payment in full before supplying the Services to the Client. Any requirement for payment before supply of the Services, and any arrangements for invoicing otherwise than a deposit ahead of commencement of services, monthly or on completion of services will be agreed between Purplex and the Client before the Commencement Date and a written confirmation of such arrangements will be included in the contract and the Client will pay each invoice submitted by Purplex:

(a) As per the payment terms specified in the contract

(b) In full and in cleared funds to a bank account nominated in writing by Purplex, and time for payment shall be of the essence of the Contract.

1.16 If taking third party services, including, Google Adwords and Social Media Advertising, the client as per the contract terms, will be invoiced directly from these providers. In order to fulfil this service, the client acknowledges that they will provide debit or credit card details to Purplex in order to set-up the account, and Purplex will confidentially discard any details provided upon completion of set-up. The client accepts full responsibility for ensuring payment is made.

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1.17 If taking third party media advertising and/or colour separation fees, the client as per the contact terms, will be invoiced directly from these providers unless otherwise stated. Purplex has the right to charge an agency fee for organising this service on behalf of the client.

1.18 If the Client fails to make any payment due to Purplex under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 8 per cent per annum above Bank of England's base rate. Such interest shall accrue on a daily basis from the due date until full payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

1.19 If the client fails to make payment to Purplex for any service under the contract within the agreed period, then any legal fees incurred for the process of recovering debt will be required to be paid by the client alongside any outstanding debts.

1.20 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Purplex may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Purplex to the Client.

1.21 Without prejudice to any other rights or remedies which Purplex may have, whether under the provisions of these terms and conditions or otherwise under law, if any payment due to Purplex from the Client, in respect of the supply of the Services, becomes overdue for more than 14 working days, Purplex may, at its sole discretion:

(a) Cease to supply the Services and all related work, including, without limitation, declining to publish any articles or other text, taking down any website or website content, ceasing to provide or deal with any advertising, ceasing to work on any design or content of any item which was to have formed, or been provided as part of, the Services,

(b) Raise an invoice for any amounts not previously invoiced in respect of costs incurred by Purplex (whether for materials or in respect of time spent by Purplex) in relation to the supply of the Services. On receipt of payment of this and any other invoices from Purplex to the Client Purplex may, at its sole discretion either resume supply of the Services or treat the Contract as terminated. Purplex shall inform the Client in writing of its decision under this paragraph as soon as reasonably practicable.

1.22 Each party to this agreement agrees that the courts of England shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this agreement, including any question regarding its existence, validity, formation or termination.

For these purposes, each party irrevocably submits to the jurisdiction of the English courts.

TERMINATION

1.23 After the agreed contract period, the Client may terminate the contract by providing Purplex with three months written cancellation notice. Should the cancellation notice be given on or before the 14th of the month, that will be counted as the first month's notice; notice given after the 14th of the month the three months will commence from the month following.

1.24 If the client cancels the contract before the end of the contract period, Purplex reserves the right to charge in full for the services for the remainder of the contract term.

1.25 Without limiting its other rights or remedies, Purplex may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986T or (being a partnership) has any partner to whom any of the foregoing apply;

(b) The other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(c) A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(d) The other party (being an individual) is the subject of a bankruptcy petition or order;

(e) A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(f) An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

1.26 Without limiting its other rights or remedies, Purplex may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.

1.27 Purplex may, at its absolute discretion terminate the Contract by giving one month's notice in writing if there is a change of control of the Client (within the meaning of section 1124 of the Corporation Tax Act 2010).

CONSEQUENCES OF TERMINATION

1.28 On termination of the Contract for any reason:

(a) The Client shall immediately pay to Purplex all of Purplex's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Purplex shall submit an invoice, which shall be payable by the Client immediately on receipt;

(b) All outstanding invoices shall be payable in full by the client before Purplex can supply any files, artwork or other materials that Purplex has created.

(c) Where the Client's website is hosted by Purplex as part of an SEO contract, termination of that contract will also bring website hosting to an end. To keep the website live, the Client may move to a standalone hosting agreement or arrange for the website to be packaged and migrated to a third-party host; both options are available at an additional charge. If neither option is taken up within one month of the contract end date, the website will be taken offline.

INTELLECTUAL PROPERTY RIGHTS

1.29 The client acknowledges that all intellectual property rights for design, content and code are owned by Purplex

1.30 Purplex reserves the right to licence or sell the Intellectual Property Rights which it creates, or owns, including but not limited to, software applications, on a project by project basis.

1.31 The Client shall not use any Intellectual Property Rights belonging to Purplex other than in accordance with these terms and conditions.

1.32 The Client confirms that, to the best of its knowledge, information, and belief, no information or Intellectual Property provided to Purplex by the Client breaches the Intellectual Property Rights or other rights of any third party.

1.33 The Client shall indemnify Purplex against any claims, loss, liability, costs, expenses, damages, or penalties, incurred by Purplex arising from the supply, by the Client to Purplex, of any information or Intellectual Property which does infringe the rights of any third party.

ADVERTISING STANDARDS

1.34 Both parties shall comply with all applicable codes of practice laws and Advertising Regulations issued, made or given by the ASA or any organisation or body having legal responsibility for the enforcement of such laws and regulations.

CONTENT SHOOT DAYS AND CONSENT

1.35 Where the Services include video or photography shoot days as specified in the contract, the Client shall be solely responsible for obtaining all necessary written consent and signed release forms from any individuals who are to appear in, or whose likeness, image or voice is to be captured during, any such shoot day. Such consent must be obtained and provided to Purplex no less than 48 hours prior to the commencement of the relevant shoot day. Where any individual to appear in the content is under the age of 18, consent must be given in writing by that individual's parent or legal guardian.

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1.36 Written consent obtained under clause 1.35 shall cover, as a minimum, the use of the individual's likeness, image, voice and any other identifying characteristics in the resulting content – including but not limited to photography, video assets and supporting content – on a perpetual, irrevocable, worldwide and royalty-free basis, unless otherwise agreed between the parties in writing.

1.37 The Client shall retain all signed release forms and consent documentation and shall make these available to Purplex upon written request. Purplex reserves the right to request evidence of consent prior to commencing any shoot day and, where satisfactory documentation is not provided, may at its sole discretion decline to proceed with that shoot day until such documentation is supplied. Purplex shall bear no liability for any delay, loss or additional cost arising as a result of the Client's failure to provide the required documentation in advance.

1.38 Purplex accepts no responsibility or liability for any claims, losses, costs, damages or penalties arising from the Client's failure to obtain appropriate written consent or release forms from any individual whose likeness, image or voice is captured during a shoot day. For the avoidance of doubt, the Client's indemnity obligations under clause 1.33 shall apply in full to any such third-party claims.

SHOOT DAY – HEALTH AND SAFETY

1.39 The Client, as occupier of the premises on which any shoot day takes place, shall be responsible for ensuring that its premises are safe and suitable for use by Purplex personnel and comply with all applicable health and safety legislation, including but not limited to the Health and Safety at Work etc. Act 1974 and the Occupiers' Liability Act 1957.

1.40 The Client shall provide Purplex with any relevant risk assessments, site rules, induction requirements or other health and safety information no less than 48 hours prior to the commencement of any shoot day. Purplex personnel shall comply with any reasonable site rules communicated to them in advance.

1.41 Purplex reserves the right, at its sole discretion, to suspend or withdraw its personnel from any shoot day where conditions on the Client's premises are reasonably considered to pose a risk to the health or safety of Purplex staff or contractors. In such circumstances, Purplex shall notify the Client in writing as soon as reasonably practicable, and the shoot day shall be rescheduled without penalty to Purplex and without the shoot day being deemed to have been utilised for the purposes of the contract.

1.42 The Client shall indemnify Purplex against any claims, losses, costs, damages or penalties suffered by Purplex or its personnel arising from the Client's failure to maintain safe premises or to comply with its obligations under clause 1.39.

1.43 The Client shall notify Purplex in writing of all personal protective equipment required to be worn on the premises, including the specification and whether such equipment will be provided by the Client or must be supplied by Purplex, no less than 48 hours prior to the commencement of any shoot day. Where the Client provides such equipment, Purplex shall use it as directed and return it on completion of the shoot day in the condition in which it was received, subject to fair wear and tear. Notification under this clause may be given as part of the information supplied under clause 1.40.

SHOOT DAY – EQUIPMENT

1.44 All equipment, materials and kit brought onto the Client's premises by Purplex in connection with any shoot day shall remain the sole property of Purplex at all times.

1.45 The Client shall take reasonable care to ensure that Purplex's equipment is not damaged, lost or stolen whilst on the Client's premises. The Client shall be liable for the reasonable costs of repair or replacement of any Purplex equipment that is damaged, lost or stolen as a direct result of the acts or omissions of the Client, its employees, agents or contractors, or as a result of conditions on the Client's premises. Purplex shall provide the Client with written evidence of any such costs upon request.

1.46 The Client warrants that it holds, and shall maintain throughout the contract term, public liability insurance with a limit of indemnity of not less than £5,000,000 in respect of any one occurrence. The Client shall provide evidence of such insurance to Purplex upon written request. Purplex shall not be required to proceed with any shoot day where the Client is unable to demonstrate that adequate insurance is in place.

1.47 Purplex shall take reasonable care of its equipment whilst on the Client's premises. For the avoidance of doubt, Purplex shall not be liable for any damage caused to the Client's property arising from the ordinary and reasonable use of its equipment during a shoot day.

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