

STANDARD TERMS AND CONDITIONS

THIS DOCUMENT DETAILS THE STANDARD TERMS AND CONDITIONS FOR CONTRACTED WORK ENGAGED WITH AND TAKEN UP FROM HODGESNET LTD FOR THE DELIVERY OF AGREED WORK WITHIN A PRESENTED LETTER OF ENGAGEMENT.

These terms of agreement can be altered by HodgesNet Ltd at any time. Any contracts or agreements in place will be subject to these changes and amended immediately. Any and all clients of HodgesNet will be sent notification of these changes. Letters of engagement may reflect differing terms and as such will supersede any definition within these terms.

A] DEFINITIONS

1. From this point herein, HodgesNet Ltd may be referred to as "HodgesNet"
2. From this point herein, the client, company, agency that this agreement has been presented to will be referred to as "the Client"
3. Headings used within this framework are for reference and for the ease of reading only
4. A working day where day rates are mentioned will be deemed as 8 hours, and a half day will be deemed as 4 hours

B] SERVICES AVAILABLE

HodgesNet is available for contracted marketing services. This may include:

1. Marketing strategy development and consultancy for both offline and online marketing programmes, campaigns or projects.
2. Non-Executive Part-Time Marketing Director for any Client or Coaching
3. Delivery of Marketing activities, including but not exclusive to:
 - Social Media Services - including campaign development and management, social account creation and management, training, coaching and consultancy
 - Email Marketing Services - including campaign

development and send management, HTML email design and coding, training, coaching and consultancy

- Website Services - including the design and build of websites, consultancy and large website development project management, online marketing consultancy and system specification and development project management
 - Branding Consultancy - including branding reviews, development or re-branding consultancy, advice, delivery of design and print work where required
4. Consultancy on search engine optimisation, link building and paid advertising online, the delivery which will be referred to a third party preferred supplier.
 5. Consultancy, including the development of creative ideas and project management, for multimedia marketing requirements with audio, video and photography. Including script writing, storyboarding and provision of preferred third party suppliers to deliver audio recording and composition, video shooting and editing, and photography as required.
 6. Consultancy and project management for sourcing and procurement of marketing related suppliers and third party contractors - such as exhibition suppliers, printers, event management suppliers, media advertising agencies and other such related services.
 7. Any other marketing related services that in consultation with HodgesNet, direct agreement can be made for HodgesNet to deliver for the client's business or organisation.
 8. Further detail on these services will be made in a letter of engagement with the client.

C] RATES AND PAYMENT TERMS

HodgesNet will offer services under this framework agreement according to the following rates and strict payment terms.

1. Payments will be required to be made online through HodgesNet's online invoicing system or by electronic bank transfer only. No cheque or cash payment will be accepted for any work undertaken.
2. HodgesNet is VAT registered (Number GB119460614). All costs and associated rates from HodgesNet will be invoiced with VAT at the current rate (20%).
3. All expenses will be charged back at cost and HodgesNet reserves the right at all times to invoice in advance before the purchase of any third party items or costs. Millage expenses for travel will be invoiced after travel has taken place at £0.45 per mile and travel time in excess of over 2 hours total time in one day will be charged at £25/hour over 2 hours.
4. All hours will be logged on a HodgesNet's own project management system to keep track of time spent on

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projects and consultancy work and outlined as a summary on any invoice raised. Project management, briefing meetings, telephone conversations and all meeting times on site will also be accounted for in the time spent on projects or as consultancy work.

5. Estimates will be provided for each request for work or consultancy. Any that are outside of fixed price services from HodgesNet will be invoiced according to the following rates:
 - Delivery of studio based work - Any work undertaken by HodgesNet for any client that is graphic design, coding or any other studio type work, including client contact and remote consultancy, will be invoiced at the rate of £65/hour. This work will happen off site in HodgesNet's own fully equipped studio between the hours of 9am to 6pm, Monday to Thursday and 9am to 1pm on a Friday. Outside of this time, if specifically requested and agreed, studio time will be charged at £75/hour.
 - On-site training and public speaking will be invoiced at £225/hour for time on site at the place of public speaking for events with up to 20 delegates. This rate accounts for preparation time required before all events. Printing will be invoiced at cost for worksheets and workbooks. Travel expenses will also be charged for training all events as per paragraph C3. Where the provision of adequately equipped training facilities and meeting rooms are required, it will be assumed that the client will organise these, together with refreshments unless expressly requested that HodgesNet provide these for the client. These additional requests of HodgesNet will require at least 1 months notice and associated costs may be invoiced and due in advance of any event. Events with over 20 delegates will be quoted for separately to this training rate and by agreement with the client. Events and seminars with less than 20 delegate will be charged at a delegate rate of £45 plus an rate of £75/hour on site.
 - Private, one-to-one coaching sessions will be invoiced to the client at £1,250 for a full 8 hour day and £625 for a full 4 hour half session. Unlimited contact will be available for all coaching clients and access to HodgesNet's private mobile phone number and email address.
 - Full day consultancy rates and in-house delivery of services, on site with a client at their offices for time on site, will only be invoiced at £350 per half day (the minimum on site booking available) and £560 per full day. Time on site will be calculated as the time between arrival and the time of departure - excluding any breaks away from the client longer than 15 minutes. Working lunches will be included as time on site. Additional hours over that booked in will be invoiced at the studio rate of £55/hour.
6. Some products and services from HodgesNet require full payment in advance. This will be displayed at the point of sale for these products or services, or within the detail of estimates and letters of engagement supplied.
7. For any project or consultancy hours booked that are excess of £500 and outside of any ongoing contract, a deposit payment for 50% will be required before commencement of work. Full payment of the remaining 50%, plus any additional costs or charges, will be required to be settled in full before the release or hand over of completed work to the client or on presentation of invoices on the days of consultancy. Two separate invoices will be issued for these payments. If the agreed work is expected to fall outside of 6 working weeks, a payment plan will be required for regular payments throughout the project delivery.
8. All invoices for work will be required to be settled in full within 14 calendar days (10 working days) from the date of invoice and according to the payment methods outlined in paragraph C1. These invoices will be sent via email and logged in an electronic invoicing system, on the 1st working day of each month and as close to the 15th calendar day of each month. The only exceptions of invoices raised will be those related to agreed contracts longer than 3 calendar months and those detailed in paragraph H1 or related to consultancy work in paragraph C7. Invoices and payments made will only be confirmed as such with cleared funds, not proof of payment to transfer.
9. Any ongoing, fixed term or part time contracts that are agreed and will be ongoing for a period longer than 3 months, will be invoiced monthly in advance of pre-booked time requested for HodgesNet to be on site with the client.
10. Any adjustments required due to the increase or decrease in hours worked under ongoing contracts and for expenses incurred or other third party costs, will be accounted for in addition to the following months invoice for time pre-booked. Full payment of these invoices will still be required within 14 days of the date of invoice.
11. Where invoices are late in settlement or payment is not received on time, HodgesNet reserves the right to remove services and cease work with any client until full payment is received and all invoices outstanding have been settled. Where future training dates, consultancy or in-house time on site has been booked in, these dates will be placed on hold until full settlement of late invoices has been made. In accordance to paragraph C14, payment will be required in advance for these scheduled dates before the confirmation of attendance by HodgesNet.
12. Late payments, may incur a compound interest charge of 6%. You will be notified of this late payment charge and if applied, it be added any late invoice that it remains unpaid and then for each 16 day period following the date of the first late payment charge.
13. HodgesNet reserves the right to pass on any late payment debt that falls outside of 60 days late of payment. This may incur further charges from the collections company used and will then be outside of the debt collection management of HodgesNet.
14. Following all late payments, all future invoices will be sent to the client in advance of work requested to be carried out if accepted by HodgesNet.

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D] INTELLECTUAL PROPERTY AND COPYRIGHT

1. At all times, where HodgesNet provides material for training events, coaching programmes, consultancy, project management or software for use by any client, the intellectual property will remain exclusively with HodgesNet or the third party supplier and copyright notification will be displayed on all printed or online media, or supporting documentation without exception.
2. All artwork files and images used where third party copyright is to be displayed on production of material for the client's use or for use by HodgesNet, will be displayed without exception.
3. Final production of all work produced by HodgesNet will require credits applied to it, whether that be in print online media. These can be as small print in the credits section of any document, on the back cover of brochures or leaflets, in the code of websites or footer, final frame or supporting documentation of other online media. This can be removed at the request of a client and may incur an additional charge.
4. Where HodgesNet completes work for any client, with the exception of that outlined in paragraph D1, full intellectual property rights will be transferred to the client on completion and full settlement of any invoices. The supply of intellectual property release certificates will incur an additional charge of £75 per request.
5. HodgesNet reserves the right to display all work completed for any client, case study or promote examples in marketing, advertising, promotional work or for use as portfolio examples for HodgesNet. This applies to any client or company worked for on behalf of a client. If the client does not want HodgesNet to use work in this way, an express request must be made prior to commencement of agreed work.

E] ARTWORK, PROOFS AND CONCEPTS

1. HodgesNet shall not be liable for any errors not corrected following the client's final sign-off of any work and it shall be the responsibility of the client to ensure that all copy is proofed, images and media used are of the highest quality and that the understanding for time spent making any corrections after final sign off may incur additional charges.
2. Each round of amends will be in addition to those indicated in any quotation or estimate. These will be invoiced on a time spent basis at a specified rate from paragraph C5. This will include all amends not mentioned or accounted for in any estimate or quotation.
3. Sign off for any work will be accepted by verbal agreement or by email, and will at all time be confirmed by return email to the client from HodgesNet.

4. For all print proofs required, an additional charge will be invoiced as part of the work at cost and as per paragraph C3, payment in advance may be required for these hard copy proofs and for their delivery.
5. Concept work is not free work and will be invoiced at the studio rate mentioned in paragraph C5. All concept work and ideas will remain the full copyright and intellectual property of HodgesNet at all times. Any use of concept work or ideas generated in design, consultation or from communication with HodgesNet will remain the full copyright of HodgesNet at all times. Any ideas, concepts or designs that are then used by the client, whether requested to be completed by another third party or not, may be deemed as a breach of copyright and further action may be taken to resolve this breach.

F] INDEMNITY AND ILLEGALITY

1. HodgesNet will not produce or work on projects where the finished product could be deemed illegal, misleading or libellous in nature, an infringement of any proprietary or other right of any third party, or otherwise prejudicial to other client of HodgesNet's, past or present.
2. HodgesNet may choose not to work businesses and organisations that promote products, services, beliefs or practices which are either in direct, or indirect, competition with those products, services, beliefs or practices of a pre-existing client, or HodgesNet, unless the pre-existing client gives HodgesNet express permission to accept such work. This may include:
 - Organisations with poor human rights and working practices or a reputation for these.
 - Unnecessarily high levels of environmental harm or a reputation for these.
 - Pornography or distasteful images or a reputation for these.
 - Discriminatory, obscene or inflammatory language or a reputation for these.
 - Actively, or appearing to actively, endorse, encourage, enable or fund any criminal activity or a reputation for this.
 - Content or Activity which is deemed by HodgesNet in his sole discretion to be defamatory by association.
3. HodgesNet expressly reserves the right to immediately withdraw any and all services he supplies to any Client that has been deemed, in his sole discretion to have violated any term of those identified in paragraph F2 or other reason that HodgesNet may include in his decision.
4. In the absence of independently proven gross negligence the Client shall indemnify HodgesNet and keep him indemnified against all or any costs, claims, damages, demands and expenses (including legal costs) which may be incurred by or made against the client as a result of work produced by HodgesNet if the work was agreed to be exactly as the client requested from HodgesNet.

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5. HodgesNet reserves the right at any time to alter any advertised product specification and price without giving prior notice to any client or media that may be carrying related advertising.
6. HodgesNet will not be liable to the Client for any damage to goods, delay in delivery or partial delivery of goods in transit from a third party supplier and all enquiries from the client regarding these issues, should be directed to the third party supplier direct.

G] INSURANCE

1. The Client shall be responsible for affecting all necessary insurance in respect of any damage or expense that it may suffer directly or indirectly in relation to the provision or non-provision of services rendered from HodgesNet.

H] SUSPENSION, TERMINATION & CANCELLATION

1. Either party may terminate the relationship between HodgesNet and the Client at any point with 30 days written notice. Any projects in production at the time of termination are subject to the full fees as outlined in the original quote. All invoices must also be settled before the end of this notice period even if the date that the invoice is due falls beyond this notice period. In such cases the invoice due date will become the last day of the given notice and no later. Late payments after this notice period will incur additional charges as per paragraph C12.
2. HodgesNet will reserve the right to:
 - Suspend any performance of the contract with immediate effect if and for so long as the Client shall be in breach of any of its obligations in respect of these terms and conditions.
 - Terminate the contract without notice in the event of the bankruptcy, insolvency or liquidation of the Client at any time or the levying of any distress, execution or other legal process upon the Client's assets or in the event of a receiver being appointed over all or any part of HodgesNet's assets or in the event of a continuing breach by the Client of any of its obligations.
 - In some cases HodgesNet may offer a refund as a gesture of good will rather than invoice for all time spent on a project. This will be a maximum refund of 50% of what has been paid and will be sent via electronic transfer to the client's bank account.

I] WAIVER

1. The waiver or non-enforcement by HodgesNet of any breach or non-observance of any of these Conditions shall not prevent the subsequent enforcement of these Conditions in full and shall not be deemed a waiver of any subsequent breach.

J] FORCE MAJEURE

1. HodgesNet will not be liable for any delay or failure to perform any of his contractual obligations as a result of war, flood, storm, riot, fire, accident, civil commotion, acts of God, government action, failure of power supply, equipment failure, lock out, strike, default or failure of subcontractor or suppliers or any other cause beyond his reasonable control.
2. HodgesNet shall not be liable for any damage or expense suffered by the Client or any third party arising directly or indirectly from any of such matters.

K] VARIATION

1. These Conditions shall not be varied, waived or modified except in writing under the hand of a duly authorised appointed person acting on behalf of or in place of HodgesNet.
2. These Conditions override any differing conditions, which may appear on the Client's order form or other document, unless explicitly identified as overriding these terms and conditions.
3. HodgesNet fully reserves the right to vary these Conditions from time to time, and may do so without giving prior written notice to the Client.
4. Any provision of these Conditions, which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of these Conditions.

L] NOTICE

1. Any notices required to be given under these Conditions shall be in writing and shall be served by letter sent by a delivery service that requires a signature, name, time and date for proof of delivery addressed to the party to which it shall be sent at its principal place of business or such other address as may have been notified pursuant to this provision to the party giving the notice and shall be deemed to be delivered only on receipt of proof of delivery. Proof of postage or assumed delivery through non-traceable delivery methods will not form proof of receipt by HodgesNet or the client.

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M] LAW, JURISDICTION & LEGAL ENTITY

1. These Conditions shall be governed and construed according to English Law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.
2. These Terms and Conditions apply to all goods and services rendered by:

HodgesNet Ltd
Basepoint Business Centre
Rivermead Drive
Swindon
SN5 7EX

Managing Director: Ant Hodges

Telephone: 08432 894 402

Limited Company Registration Number: 7727802

VAT Registration number: GB119460614