

Safetech LTD – General Terms and Conditions (T's & C's)

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1. DEFINITIONS

- 1.1 "Agreement" means the contract formed between the Client and the Consultant consisting of the Order, any Quotation, Specification and these General Terms and Conditions (T's & C's).
- 1.2 "Client" means the company, partnership or organisation purchasing Services.
- 1.3 "Consultant" means Safetech LTD, company number 08170353.
- 1.4 "Charges" means all fees payable for Services under the Agreement.
- 1.5 "Default" means failure by the Client to comply with obligations, including non-payment.
- 1.6 "Services" means any services supplied by the Consultant including, however not limited to website development, hosting, SEO, marketing, Google Ads, social media services, design, branding, and consultancy.
- 1.7 "Specification" means the description of the agreed services or project scope.
- 1.8 "Order" means any confirmed instruction for Services including signed agreements, recorded calls, email confirmations, written instructions, or verbal agreements.
- 1.9 The Schedules attached to this Agreement form part of the Agreement and shall have the same legal force and effect as if set out in full within the main body of these T's & C's.

2. FORMATION OF CONTRACT

- 2.1 A binding Agreement is formed when the Client places an Order and the Consultant accepts that Order.
- 2.2 Orders may be confirmed by signed agreement, email confirmation, recorded telephone call, online acceptance, written instruction, or verbal agreements.
- 2.3 These T's & C's apply to all Services provided to the Client, by the Consultant, unless expressly varied in writing.
- 2.4 This Agreement is a business-to-business contract and consumer legislation does not apply.

3. CONTRACT TERM AND AUTO RENEWALS

- 3.1 Unless otherwise agreed, Services operate for a minimum term of twelve (12) months.
- 3.2 Agreements automatically renew for further twelve (12) month periods unless cancelled in accordance with Clause 24.
- 3.3 The cost of Services will be the standard price in effect at the time of Agreement renewal and may exclude any introductory discounts.
- 3.4 It is the Clients responsibility to review and consider any expiration of any introductory discount/s prior to auto renewal of the contract and Agreement at the end of the term.

4. CLIENT RESPONSIBILITIES

- 4.1 The Client must provide all information, materials, approvals, and access credentials required to deliver the Services.
- 4.2 The Client warrants that all materials supplied are lawful and do not infringe third-party intellectual property rights.
- 4.3 The Client remains responsible for ensuring compliance with all advertising, marketing, consumer protection, and data protection laws.

5. PROJECT DELIVERY

- 5.1 Project timelines are estimates unless expressly agreed otherwise in writing.
- 5.2 Delays may occur due to late client feedback, delayed content supply, third-party services, or technical dependencies.

5.3 Such delays shall not constitute breach of contract by the Consultant.

6. CLIENT DELAY AND STALLED PROJECTS

6.1 If the Client fails to provide required content, approvals or access for more than sixty (60) days the Consultant may pause the project and invoice work completed to date.

6.2 Where delays exceed ninety (90) days the Consultant may treat the project as completed for billing purposes and invoice the remaining balance.

6.3 Restarting a stalled project may require a revised timeline and/or a reactivation fee.

7. ACCEPTANCE OF WORK

7.1 The Client must review completed work within seven (7) days of delivery and must provide reasonable detail of any alleged defects, if any.

7.2 If no written issues are raised within that period the work shall be deemed accepted by the Client.

7.3 Launching, publishing, or using the work constitutes acceptance by the Client.

8. CHANGE REQUESTS AND SCOPE CONTROL

8.1 The Specification defines the project scope.

8.2 Work outside the agreed scope constitutes a change request.

8.3 Change requests may result in additional charges and revised timelines.

8.4 Additional work will be charged at £98.95 plus VAT per hour unless otherwise agreed in writing.

9. PAYMENT AND ENFORCEMENT

9.1 Retention of Work Until Payment. All work, deliverables, website files, marketing assets, advertising accounts under management, design files and development environments created by the Consultant remain the property of the Consultant until all outstanding invoices have been paid in full.

9.2 Right of Retention. The Consultant reserves the right to retain control of hosting environments, website files, advertising accounts, design files, development environments, and other deliverables until full payment has been received.

9.3 Restriction of Access. Where invoices remain unpaid the Consultant may restrict access to, suspend, or remove deliverables or services until the outstanding balance is cleared.

9.4 Payment Obligation. Time for payment shall be of the essence of this Agreement. The Client agrees to pay all Charges in accordance with the agreed payment schedule and without any right of set-off, counterclaim, deduction or withholding unless required by law.

9.5 Payment Methods. Payments may be made via Direct Debit, Standing Order, bank card payment, recurring bank card payment, or bank transfer.

9.6 Deposits. Deposits are non-refundable unless otherwise agreed in writing.

9.7 Default for Non-Payment. Failure to pay invoices by the due date constitutes Default.

9.8 Late Payment. The Consultant may charge interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

9.9 Statutory Interest. Interest may be charged at 8% above the Bank of England base rate from the due date until payment is received in full.

9.10 Fixed Compensation and Recovery Costs. The Consultant may recover statutory fixed compensation and reasonable recovery costs including debt collection agency fees, solicitor fees, and court costs.

9.11 Evidence of Debt. The Consultant's accounting records and issued invoices constitute prima facie evidence of amounts owed unless the Client provides written evidence to the contrary.

9.12 Debt Due and Payable. All invoices constitute a debt due and payable on the stated due date. The Consultant may pursue recovery without further notice.

9.13 Invoice Queries. Any query must be raised within fourteen (14) days. If not, the invoice is deemed accepted.

9.14 No Waiver. Failure or delay in exercising rights does not constitute a waiver.

10. SUSPENSION OF SERVICES

10.1 The Consultant may suspend Services where invoices remain unpaid, T's & C's are breached, security risks arise or third-party providers require action.

10.2 Suspension will be reasonable and proportionate.

10.3 Suspension does not remove the Client's obligation to pay outstanding Charges.

11. SEARCH ENGINE OPTIMISATION / MARKETING SERVICES

11.1 Where outlined in the Order, the Consultant shall provide Search Engine Optimisation and digital marketing services using reasonable skill and care to improve the visibility of the Client's website within organic search engine results on major search engines including Google.

11.2 The Client acknowledges that search engine rankings are influenced by numerous external factors including algorithm changes, artificial intelligence, competitor activity, search engine policies, and user behaviour.

11.3 Accordingly, the Consultant does not guarantee specific rankings, traffic volumes, enquiries, sales, or other commercial outcomes resulting from the Services.

11.4 The Consultant accepts no liability for fluctuations in search rankings or website performance resulting from search engine algorithm changes, artificial intelligence search results, or third-party platform behaviour.

Ownership of SEO Strategy and Materials

11.5 All SEO strategies, methodologies, keyword research frameworks, optimisation processes, scoring systems, reporting templates, campaign structures, internal documentation, automation systems, link building methodologies, and other proprietary materials developed or used by the Consultant ("Safetech Materials") shall remain the intellectual property of the Consultant.

11.6 Subject to full payment of all invoices due under the Agreement, the Client shall own the final website copy, page content and deliverables created specifically for the Client's website ("Client Deliverables"), excluding Safetech Materials and relevant intellectual property.

Licence During the Term

11.7 During the term of the Services the Consultant grants the Client a limited, non-exclusive licence to use Safetech Materials and relevant intellectual property solely to the extent they are embedded within the deliverables or required for the Services to function.

Termination of SEO Services

11.8 Upon expiry or termination of the SEO Services for any reason: (a) any licence granted to the Client to use Safetech Materials shall automatically terminate; (b) the Consultant may remove, disable or revoke access to any proprietary tools, plugins, scripts, dashboards, templates, tracking systems or optimisation technologies provided under licence during the term of the Services; (c) the Consultant shall have no obligation to continue providing optimisation, reporting, link building, monitoring or marketing services.

Tracking and Platform Access

11.9 The Consultant may implement analytics tools, tag manager configurations, tracking scripts, pixels, event tracking, and similar technologies as part of the Services.

11.10 Where such systems are owned or licensed by the Consultant they may be removed upon termination of the Services. Where the Client owns such systems, they shall remain the Client's property.

Non-Payment Protection

11.11 Where the Client is in Default or has outstanding invoices the Consultant may: (a) suspend SEO Services; (b) withhold publication of deliverables; (c) withhold assignment of intellectual property rights until full payment has been received.

Preservation of Website Functionality

11.12 Where Safetech Materials or licensed components are removed following termination, the Consultant shall take reasonable care not to intentionally damage the functionality of the Client's website.

11.13 The Client acknowledges that removal of licensed tools may reduce functionality or performance and that any remediation work requested by the Client may be chargeable.

Offboarding and Handover

11.14 Any handover, migration, data export, access support, or assistance provided to a new supplier shall be treated as additional chargeable work and billed in accordance with Clause 8 or any agreed transfer fee.

12. DIGITAL ADVERTISING SERVICES

12.1 Advertising platforms including, however not limited to, Google Ads and Meta Ads are third-party systems.

12.2 The Client is responsible for advertising spend unless expressly agreed otherwise.

12.3 The Consultant is not liable for advertising platform suspensions, policy changes, or enforcement decisions.

13. PERFORMANCE AND RESULTS DISCLAIMER

13.1 Digital marketing activities involve numerous external variables outside the Consultant's control.

13.2 These include algorithm changes, artificial intelligence, competitor activity, platform policies, market demand, user behaviour, and website performance.

13.3 The Consultant does not guarantee enquiries, leads, sales, traffic, rankings, advertising performance, or return on investment.

13.4 Failure for the Consultant to achieve specific business outcomes shall not constitute breach of contract nor give rise to refunds or compensation.

13.5 Marketing performance may fluctuate, and the Client acknowledges this as normal.

14. SOCIAL MEDIA SERVICES

14.1 Social media platforms control content visibility using proprietary algorithms.

14.2 The Consultant cannot guarantee engagement, reach or follower growth.

15. HOSTING SERVICES

15.1 Hosting services are provided on an "as available" basis.

15.2 The Consultant will use reasonable efforts to maintain uptime but cannot guarantee uninterrupted service.

15.3 Maintenance or security updates may require temporary downtime.

16. WEBSITE SECURITY AND MALWARE

16.1 The Consultant implements reasonable security practices but cannot guarantee that websites will never be compromised.

16.2 The Consultant is not liable for breaches caused by weak passwords, compromised devices, phishing attacks, or third-party plugin vulnerabilities.

17. PLUGIN AND SOFTWARE UPDATES

17.1 Websites may rely on third-party software including themes, plugins, and frameworks.

17.2 The Consultant is not liable for issues caused by third-party software updates.

18. DOMAIN NAMES

18.1 Where instructed the Consultant may manage domain registrations or renewals.

18.2 The Consultant is not liable for domain expiry where renewal fees are unpaid.

19. THIRD-PARTY SERVICES

19.1 Services may rely on third-party systems including hosting providers, registrars, search engines, and advertising platforms.

19.2 The Consultant is not responsible for failures, outages or policy changes imposed by such providers.

20. PLATFORM CHANGES

20.1 The Client acknowledges that the Services may rely on third-party platforms including search engines, advertising networks, social media platforms, content management systems, APIs, and software frameworks.

20.2 Such platforms may modify algorithms, policies, interfaces, APIs, functionality, or technical requirements at any time.

20.3 The Consultant shall not be liable for any loss of functionality, visibility, marketing performance, integrations, data connectivity, or website behaviour resulting from such changes.

20.4 Any work required to adapt to platform changes may be treated as additional work under Clause 8.

21. DATA LOSS AND BACKUPS

21.1 The Consultant may maintain backups where hosting services are provided.

21.2 The Client remains responsible for maintaining independent backups.

21.3 The Consultant shall not be liable for loss of data where reasonable backup procedures are followed.

22. DATA PROTECTION AND MARKETING CONSENT

22.1 The Client is responsible for ensuring compliance with UK GDPR, the Data Protection Act 2018 and PECR.

22.2 The Client warrants that all marketing communications and personal data processing activities are lawful.

22.3 Where the Consultant processes personal data on behalf of the Client, the Data Processing Schedule applies.

22.4 The Client warrants that appropriate lawful bases and consents have been obtained and shall indemnify the Consultant against claims arising from unlawful data use.

23. CLIENT CONTENT LIABILITY

23.1 The Client is responsible for all materials supplied for publication or marketing.

23.2 The Consultant accepts no liability for claims arising from Client-supplied content.

24. CANCELLATION AND NON-RENEWAL

24.1 The Consultants Services renew annually unless cancelled in writing at least thirty (30) days before renewal.

24.2 If the Client intends to prevent automatic renewal, they must notify the Consultant in writing no later than thirty (30) days before the renewal date. Notifications should be sent to Safetech LTD, Unit 7 Imperial Park, Rayleigh, Essex, SS6 9RS or emailed to accounts@safetech.co.uk. It is the Clients responsibility to ensure our receipt of this communication. Notice is only valid if sent to the specified postal address or email address (not to any individual staff member).

24.3 Should the Client choose to discontinue our Agreement before the contract term concludes, the Client will be charged for the full duration of the Agreement and contract in accordance with the terms outlined in the Clients original Agreement.

25. PROJECT ABANDONMENT

25.1 If a project remains inactive for ninety (90) days due to lack of Client response it may be treated as at risk of abandonment.

25.2 The Consultant will issue written notice requesting required information. If no response is received within fourteen (14) days, the project may be deemed abandoned.

25.3 The Consultant may invoice work completed and archive project materials.

26. HANDOVER AND TRANSFER OF SERVICES

26.1 Where services are transferred to another provider the Consultant may charge reasonable administrative and technical transfer fees.

27. INTELLECTUAL PROPERTY

27.1 Intellectual property created specifically for the Client becomes the Client's property once full payment has been received.

27.2 The Consultant retains ownership of pre-existing systems, frameworks, templates, methodologies and general 'know how.'

SEO Methodologies and Marketing Frameworks

27.3 The Client acknowledges that proprietary methodologies, frameworks, scripts, scoring models and internal materials remain the Consultant's intellectual property. The Client retains the right to use final deliverables implemented on their website or platforms but may not require disclosure of internal methodologies or tools.

28. LIMITATION OF LIABILITY

28.1 Nothing excludes liability for death, personal injury, or fraud.

28.2 The Consultant shall not be liable for indirect or consequential losses including loss of profit, business, or data.

28.3 Total liability shall not exceed the fees paid under the relevant Order.

29. ENTIRE AGREEMENT AND NON-RELIANCE

29.1 This Agreement constitutes the entire agreement between the parties.

29.2 The Client confirms it has not relied upon any statement not expressly set out in this Agreement.

30. FORCE MAJEURE

30.1 Neither party shall be liable for failure to perform obligations due to events beyond reasonable control including natural disasters, cyber incidents, infrastructure failure, or supplier outages.

31. TERMINATION

31.1 Either party may terminate where the other commits a material breach not remedied within thirty (30) days.

31.2 Termination does not affect accrued rights or payment obligations.

32. EXECUTION

32.1 This Agreement may be executed electronically and in counterparts.

32.2 Electronic signatures, including DocuSign, shall be valid and binding.

32. GOVERNING LAW

32.1 This Agreement is governed by the laws of England and Wales.

32.2 The parties submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1 – DATA PROCESSING AGREEMENT (UK GDPR)

1. Roles of the Parties

1.1 For the purposes of UK GDPR and the Data Protection Act 2018, the Client shall act as the Data Controller and the Consultant shall act as the Data Processor unless otherwise agreed in writing.

2. Scope of Processing

2.1 The Consultant shall process personal data only to the extent necessary to provide the Services under the Agreement and in accordance with the Client's lawful instructions.

2.2 Processing may include activities such as website hosting, analytics implementation, digital marketing services, campaign management, CRM integrations, and related technical services.

3. Types of Personal Data

3.1 Personal data processed may include names, email addresses, telephone numbers, IP addresses, marketing engagement data, and other information submitted through websites, forms, or marketing platforms.

4. Categories of Data Subjects

4.1 Data subjects may include website visitors, prospective customers, customers, employees of the Client and other individuals interacting with the Client's digital platforms.

5. Consultant Obligations

5.1 The Consultant shall: (a) process personal data only on documented instructions from the Client; (b) ensure persons authorised to process personal data are subject to confidentiality obligations; (c) implement appropriate technical and organisational measures to protect personal data; (d) assist the Client where reasonably required in responding to data subject requests; (e) notify the Client without undue delay after becoming aware of a personal data breach affecting Client data.

6. Sub-processors

6.1 The Client authorises the Consultant to engage sub-processors where reasonably necessary for the provision of the Services.

6.2 Such sub-processors may include hosting providers, analytics providers, marketing platforms, cloud infrastructure providers, and software vendors.

6.3 The Consultant shall take reasonable steps to ensure such providers maintain appropriate data protection safeguards.

7. International Transfers

7.1 Where personal data is transferred outside the United Kingdom, the Consultant shall ensure appropriate safeguards are implemented in accordance with UK GDPR.

8. Data Retention

8.1 Personal data shall be retained only for as long as necessary to provide the Services or comply with legal obligations.

9. Deletion or Return of Data

9.1 Upon termination of the Services, the Consultant shall, at the Client's request and where reasonably practicable, delete or return personal data held on behalf of the Client unless retention is required by law.

10. Client Responsibilities

10.1 The Client warrants that it has obtained all necessary lawful bases, consents and notices required for the collection and processing of personal data.

10.2 The Client remains responsible for determining the lawful basis for processing and for ensuring compliance with UK GDPR and the Privacy and Electronic Communications Regulations.

SCHEDULE 2 – SERVICE LEVELS AND SUPPORT SCOPE

1. Scope of Included Support

1.1 Support services provided by the Consultant are limited to assistance reasonably required to maintain or operate the Services supplied under the Agreement.

1.2 Included support may include: (a) basic technical troubleshooting; (b) guidance relating to the operation of websites or marketing platforms implemented by the Consultant; (c) minor configuration adjustments where reasonably required to maintain service functionality.

2. Excluded Support

2.1 Unless expressly included within the Specification or Order, the following services are not included within standard support: (a) content updates or design amendments; (b) website redesigns or new functionality; (c) marketing strategy changes or campaign restructuring; (d) training services; (e) third-party software troubleshooting where the Consultant does not control the platform; (f) recovery from client-caused errors including deletion of files, configuration changes or credential misuse.

2.2 Any services outside the included support scope may be treated as additional services in accordance with Clause 8 of the Agreement.

3. Response Times

3.1 The Consultant will use reasonable endeavours to respond to support requests within a reasonable timeframe during normal business hours.

3.2 Response times are targets rather than guaranteed service levels unless otherwise agreed in writing.

4. Support Channels

4.1 Support requests must be submitted through the Consultant's designated communication channels which may include email, helpdesk systems, or other agreed support platforms.

4.2 Requests submitted through informal channels such as social media or personal messaging services may not be treated as formal support requests.

5. Third-Party Platform Issues

5.1 Where services rely on third-party platforms, the Consultant cannot guarantee resolution times for issues caused by those platforms.

5.2 The Consultant will take reasonable steps to assist in resolving such issues but is not responsible for delays caused by third-party providers.

6. Additional Work

6.1 Work requested by the Client which falls outside the agreed Services, Specification or included support scope may be treated as additional work and billed in accordance with Clause 8 of the Agreement.