



Terms of Engagement

This document sets out the general terms on which we provide services to you.

When you request us to work on a new requirement we will normally send you an email confirming our understanding of your requirement(s). The terms of that email (if any) and these Terms of Engagement will together form the contract between us.

Our Appointment

When you request us to spend time in relation to a particular piece of work:

- you will be authorising us to take all measures we believe appropriate to address the requirement unless you instruct us specifically to the contrary; and
- where necessary, you will be authorising us to incur reasonable expenses on your behalf.

Expenses might include, but will not be limited to:

- purchase of stock library images on your behalf; you are responsible for copyright compliance.
- purchase of plugins, extensions and components to achieve the required functionality;
- website hosting space and domain names;

Your requests to us for work to be done are called requirements or work.

Timetable

Our aim is to progress your work as quickly as circumstances allow and we expect to review progress with you as an ongoing part of our services.

It is frequently the case that meeting target dates will be outside our control. Often the pace of a requirement will depend not only upon timely instructions from you and a prompt response from ourselves but also upon the degree of co-operation we receive from other parties involved. Accordingly, unless we have specifically agreed to the contrary we do not accept any liability arising from failure to meet any target date(s) or to complete any part of your work within a proposed timescale, unless the failure is directly and exclusively caused by unreasonable delay on our part in providing our services.

Communication

We operate a primary contact system so that you will always have one person here with an overview of all the work that we may be doing for you. That person may not be directly involved in all of your work as we aim to provide the services of the most appropriate specialist person or persons to deal with each piece of work.

We will ensure that issues raised in your requirement, and the development of work are explained to you and that you are kept informed of progress.

For the sake of convenience, we are happy to communicate with you using normal, non-encrypted email. This form of email is not secure and there is a risk to you if we communicate confidential information to you in this way. We cannot accept liability for any communication which is intercepted or otherwise falls into the hands of those other than the intended recipient.

We will assume that we have your consent to communicate with you by this method, unless you advise us otherwise.

Fees

We are flexible and are willing to consider many different ways of charging fees. These include fixed fees, fees subject to a fee limit, retainer fees or fees calculated by reference to hourly rates. However, unless we have specified another fee structure, we will charge fees primarily by reference to the amount of time spent by individuals at TPG Design Limited on your work. This is often referred to as a “time & materials” basis.

In setting our fees and our hourly rates we take into account:

- the nature and complexity of the work;
- the amount of time spent, knowledge required and responsibility involved;
- the type and nature of the development involved; and
- the urgency and scheduling requirements of our resources and staff;

We record time in fifteen-minute units and if time recorded on any occasion is less than fifteen or a multiple of fifteen minutes then it is rounded up to fifteen or a multiple of fifteen minutes. Please note that we record our time spent on preparing the engagement letter, estimates of work, proposals and user requirement documents, functional and technical specification documents, the preparation of narratives for bills, providing a detailed breakdown of bills, and other administrative tasks relevant to your requirement. We do usually charge for the work and time of all our staff including administrative and accounts staff.

Time spent on your requirement will include, but is not limited to, meetings with you and others in relation to the requirement, time spent travelling and waiting, considering and preparing documents, research and responses to your requests for additional estimates, making and receiving telephone calls, correspondence, sending and receiving e-mails, time spent in filing documents, archives and undertaking other administrative and accounting tasks, and documenting the arrangements under which we will provide services to you.

The amount of time spent on a requirement will also be influenced by the manner in which you respond to our requests for information. Timely provision of up to date information will help us to spend less time on your requirement. Detailed explanation and specifications of your

requirements, from you to us, can also help reduce the time required to be spent on the work by TPG.

There are many resources online to help with preparing your requirements and we advise that clients spend as much time as possible on this activity to help reduce the time required by TPG - and therefore helping you to reduce the fees incurred.

Where a timeframe has been agreed, it is important to ensure timely provision of content, responses, and other inputs that are required to progress with the work.

Estimates we give are a guide to assist you in budgeting, but should not be seen as a definitive quotation unless this is specifically agreed in writing.

If work or any other requirement does not proceed to completion for reasons beyond our control, our fees (together with disbursements) will still be payable.

Any special fee (such as a fixed or capped fee) agreed for a requirement will not cover additional work not identified when the arrangement was agreed.

Limits to Fees

You may agree with us an upper limit for the fees and expenses that may be incurred by us without further authority on a particular requirement. This means that you must pay those incurred up to the agreed limit without our needing to refer to you further. Depending on the nature of the work, it may be necessary to review that upper limit with you as the work progresses.

Changes to Fees

Going forward our hourly charge-out rates are reviewed with effect from 1 January each year. We will notify you of the rates if they change and you will then be bound by them. If you do not accept the new rates after review, we reserve the right not to continue working for you from 31 December in the previous month.

Expenses

Our fee estimates do not include any expenses or payments to third parties which we may have to incur on your behalf. These are known as “disbursements”. Examples of disbursements are license costs for stock images, extensions and plugins, membership costs to forums for support on items required for your website, experts’ fees, website hosting and domain names. These will generally be billed at the same time as we invoice you for our fees, but may sometimes be billed at another time.

If we have to incur additional expenses for staff, other than developers, working overtime on evenings or weekends in order to provide an effective service to you, we may include these expenses as a separate item on our invoice to you. These will be agreed with you before the additional expenses take place.

Billing

Unless agreed to the contrary, and to help you budget for your expenses, we bill monthly for the work performed to date together with any disbursements we have incurred on your behalf. You must pay the bill within 7 days from its date.

You have the right to object to any of our bills and to apply for the bill to be assessed. If you are unhappy with any bill which we send you please contact your primary contact in the first instance who will try to resolve your query.

Payment

Our invoices are payable no later than 7 days from the invoice date unless we have agreed with you otherwise in writing. We may change these payment terms at any time by giving at least 30 days notice in writing. If an account is not paid in full within that period we may charge you

interest on any amount outstanding from the date of the invoice until the date the bill is paid at 8% p/a, or such percentage equivalent to the statutory rate of interest prescribed for judgments from time to time in place. In the alternative and where appropriate, we reserve the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

If an account remains unpaid and we decide to commence legal proceedings against you in order to recover the sums you owe us then we will be entitled to recover from you the legal costs that we incur in connection with those proceedings at our standard hourly rates, together with all disbursements (including fees of Counsel and any overseas lawyers engaged by us in our attempts to recover payment from you).

Where an account is overdue we are entitled to exercise a lien over files and documents belonging to you until our account is settled. We also reserve the right to cease continuing work for you.

If requirements for a piece of work are given by more than one person or company, we may recover our fees, disbursements and from any one or more of them. This includes situations where one person or company instructs on behalf of another.

If arrangements are made for a third party to pay any of our fees or disbursements, or a court orders a third party to pay any part of our fees or disbursements, you remain liable to pay them to the extent that the third party does not pay them when due.

Confidentiality and Disclosure

We will keep the affairs of our clients and former clients confidential as required by law including but not limited to the obligations of the Data Protection Act 2018 and the UK General Data Protection Regulation, except where disclosure is required or permitted by law or by the clients or former clients concerned.

At the conclusion of the project or termination of the contract we will destroy and confirm destruction of any personal data provided by you whether relating to you or provided by third parties to you.

Termination

You may terminate our engagement at any time on reasonable notice. To do so you should notify the primary contact with responsibility for your requirement and confirm the position in writing.

We reserve the right to terminate our engagement by you which we will confirm in writing. However, we will only decide to stop working for you with good reason, for example, if you do not pay a bill or comply with our request for a payment on account or you fail to give us the co-operation which we are reasonably entitled to expect. We will give you reasonable notice that we will stop working for you.

All fees and disbursements up to the date of termination will be charged and become due.

Limitation of Liability

As we are a Limited Company ("Ltd"), the work carried out for you will be carried out by TPG Design Limited and your contract is with TPG Design Limited only, and not with any member, employee or consultant of TPG Design Limited. Should you need to make a claim (whether in contract or otherwise) against us in relation to any piece of work we carry out on your behalf or otherwise, that claim may only be brought against TPG Design Limited, and none of the members, employees, consultants or agents of TPG Design Limited would have any liability in respect of any such claim.

You agree that you will not make any claim against the members, employees, consultants or agents of TPG Design Limited, and you will only make any claim against TPG Design Limited.

Guarantees and Warranty

Work is delivered "as is" at the time of your approval and acceptance of the work.

TPG will fix any bugs within the system if we receive written notice of the defect or error in question no later than 20 days following the Client's final acceptance of any deliverables.

TPG can accept no responsibility for sites once the client has made any adaptations to any of the source code, installed any extensions, templates or introduced any other changes to the system beyond content related updates.

Independent Services

When we are asked to recommend the services of a third party (such as a developer with a specific skillset, or a hosting provider) we shall always do so in good faith. However, no warranty is given in respect of the standing, ability or the quality of the services of a third party. We do not accept liability for that third party's services and you will have a contract with that third party, but not with us in respect of that third party's goods or services. You will be responsible for the fees and expenses of that third party.

Non-solicitation of staff

You agree that during the term of our engagement and for an additional period of twelve months after termination, you shall not directly or indirectly canvas with a view to offering or providing employment to, offering to contract with or enticing to leave any employee of or contractor to the TPG Design Limited engaged in working in any part of the requirement(s) without the prior written consent of TPG Design Limited.

English Law

All of our work is provided on the basis of the laws of England and Wales.

Force Majeure

We shall not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as reasonably practicable.

Application of these terms and amendments

These Terms of Engagement supersede any earlier terms of business we may have agreed with you and, in the absence of express agreement to the contrary, will apply to the services referred to in any letter or documents accompanying these Terms of Engagement and all subsequent services we provide to you.

Rights of Third Parties

Our agreement with you is personal as between you and us and is not intended to confer any rights of enforcement on any third parties pursuant to the Contracts (Rights of Third Parties) Act 1999.

Governing Law and Jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject requirement or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject requirement or formation (including non-contractual disputes or claims).

TPG Design Limited

March 2021