

Terms & Conditions of Business

6th April 2026

In these conditions, unless the context requires otherwise: “Buyer” means the company, firm, body or person purchasing the Services from IKlik. “Contract” means a contract, subject to these conditions, for the provision of the Services between IKlik and the Buyer. “IKlik” means IKlik whose registered office is at Spring Bank, Priestthorpe Road, Bingley, West Yorkshire, BD16 4LL – “Order” means a purchase order in respect of the Services completed or agreed by the Buyer and submitted to IKlik, together with all documents referred to in it. “Quotation” is an agreed piece of work (incorporating these conditions) provided by IKlik to the Buyer in respect of the services. No contract will come into existence until IKlik written acceptance or order form has been completed and signed on behalf of the Buyer and the order acknowledgement has been signed on behalf of IKlik or by written acceptance via email from one of the partners. “Services” means the subject matter of each Contract between the Buyer and IKlik, being the work and/or services or any of them to be performed by IKlik for the Buyer pursuant to the Order. “Standard Form” means IKlik standard form of Order.

1. GENERAL

1.1 A Quotation shall not be binding to IKlik and a Contract will only come into being upon acceptance by IKlik of the Order by signing or counter signing the date of the order or by written acceptance via email from one of the partners.

1.2 The Contract will be subject to these conditions. All terms and conditions appearing or referred to in the Order or otherwise stipulated by the Buyer shall have no effect unless such Order is in the Standard Form. Any variation to the Contract must be confirmed in writing by IKlik.

1.3 Quotations submitted by IKlik shall remain open for acceptance by the Buyer for a period of 7 (seven) days from the date of the Quotation (unless in the Quotation some other period is specified) or when IKlik withdraws the Quotation.

1.4 These conditions shall, to the extent applicable, apply to goods and products in the same way as they apply to Services.

1.5 The minimum length of any services purchased and supplied by IKlik will be 12 months (unless otherwise stated in writing from IKlik). This will include any contracts agreed verbally (either in person or by telephone).

1.6 Any contract cancelled by the client during the first twelve (12) months will incur a charge equal to the remaining contract balance.

1.7 Any item given as a “free gift” or “gift with purchase” shall have no cash value alternative.

1.8 Any guarantee or warranty on “free gift” or “gift with purchase” shall be subject to the manufacturer’s terms and conditions of use.

2. PRICES

2.1 Where the Services are sold by reference to IKlik published price list or tariff structure, the price payable for the Services shall be the ruling price as published in the price list or tariff structure current at the date of purchase. Any price agreed and signed for on a purchase order or agreed by email will override any published price or quotation.

2.2 In other cases, the price for the Services shall, (subject to clause 1.3) be agreed at the time of purchase and be signed for on the appropriate purchase order.

2.3 IKlik shall (if applicable) add to the price of the Services, and the Buyer shall pay, an amount equal to any VAT or other sales tax or duty applicable from time to time to sales or supply of such Services.

2.4 Any price changes will take effect from the 1st day of the month and the client will be notified in writing (by email or post) 7 (seven) days before any price change takes effect.

2.5 where IKlik are offering a free website as part of a promotion the following conditions apply:

a. Additional services such as logo design or stock images will incur additional fees

b. The website domain must be on IKlik servers

c. The website must be hosted on IKlik servers and is not transferable

d. Monthly website hosting fees apply – payable by standing order

e. This is a minimum 12 (twelve) month contract

f. All website content must be submitted at the time of ordering. Content sent after the initial order will attract additional fees based on our standard tariff structure.

g. If you do not have a domain and IKlik purchase one on your behalf, the cost of the domain will be payable by you at the purchase price plus 25%

3. TERMS OF PAYMENT

3.1 Subject to clause 3.2 the Buyer shall, at the time of submission of an Order to IKlik, pay to IKlik a non-refundable deposit for the Services specified on the order of 50% of the value shown on the order (or any other amount agreed and written on the purchase order).

3.2 In respect of domain registration full payment is required with order.

3.2.1 In respect of web hosting, either full payment for 12 months is payable at the commencement of the hosting period or monthly payments shall commence no later than 60 days from the date of the original order (web hosting is payable even if we have not assigned a permanent domain to your website).

3.3 IKlik shall invoice the Buyer for all Services (less any Deposit) immediately on completion of the Website and prior to publication on the web.

3.4 Unless otherwise agreed in writing by IKlik and without prejudice to clauses 3.1 and 3.7, invoices shall be payable by the Buyer immediately upon completion of the relevant Website to which the invoice relates.

3.5 The Buyer shall make all payments due to IKlik by cash, by bankers' draft, or by telegraphic or electronic transfer direct to the company bank account or by arranged standing order (and in each case in pounds' sterling).

3.6 If the Buyer fails to pay any amount due IKlik under this Agreement on the relevant due date, default interest at the rate specified by the Late Payment of Commercial Debts (Interest) Act 1998 shall be added to such amount for the period from the day after the due date until the date of receipt (whether before or after judgment) together with any reasonable and proper amounts incurred by IKlik in seeking to recover such late payment from the Buyer (including, without limitation, legal fees).

3.7 If your website is not complete after a period of 28 days from the date of any purchase order, the full remaining balance will become payable (unless otherwise stated on the purchase order).

3.8 IKlik reserve the right to add a "late payment charge" of £40.00 (forty pounds) to any outstanding invoice if not settled in full within 14 days of the original invoice date.

3.9 Unless otherwise stated on the original order form, by opting to pay by monthly standing order you are agreeing to enter into a 12-month contract. Should you decide to cancel this contract during the first 12 months, the full remaining balance will become payable immediately. After the first 12 (twelve) months you will then enter a 3 (three) month rolling contract which is cancellable at any time by giving IKlik 3 (three) months' notice in writing or by confirmed email.

3.9.1 If a payment is received into the IKlik bank account, it will be assumed that the client wishes to purchase services and the work will commence. No refund will be given against payment received once work has commenced.

3.9.2 All regular monthly payment to IKlik must be made by Standing Order or regular electronic transfer – We reserve the right to charge an additional administration fee for any payments not made in this way.

4. WEBSITE DESIGN

4.1 The client unconditionally guarantees that any element of text, graphics photographs or other artwork furnished to IKlik for inclusion in the web design project

are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend IKlik and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

4.15 If IKlik transfer a website designed by any other company to our servers, the client will ensure the files are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend IKlik and its subcontractors from any claim or suit arising from the use of such files.

4.2 All creation files remain the intellectual property of IKlik on completion of a web design project.

4.3 IKlik shall be free to reproduce, use, disclose, display, exhibit, transmit, perform, create derivatives works, and distribute any item from the client's web pages unless specifically agreed to do otherwise. Further, IKlik shall be free to use any ideas, concepts, know how or techniques acquired in the construction of Websites for any purpose whatsoever including but not limited to developing, manufacturing, and marketing products and any other items incorporating such information unless specifically agreed otherwise.

4.4 Most websites designed by IKlik are built on an online platform and as such cannot be transferred or hosted elsewhere. In the event of you wishing to cancel your services (subject to 12.6) with IKlik and your website has been built using an online platform, you can either create your own account with the online platform providers we have used for your website (and pay any fees associated with this) or your website will be removed from the servers – no other options are available.

4.5 IKlik also use desktop software to design some websites. If your website has been built using desktop software and you wish to cancel your services (subject to 12.6) with IKlik, we will give you access to the site files and supply the name of the software used to create them. It will be your responsibility to download or transfer these files to your chosen location and any loss or damage to the files or website will not be the responsibility of IKlik and will not be repaired without cost to you.

4.6 IKlik have a fair usage policy regarding website size. The maximum site size allowed on a standard hosting package is 100mb (we suggest images are resized to 72dpi to help accommodate this). Any site which exceeds this size will be subject to additional monthly fees equivalent to the standard monthly cost of hosting for each additional 50mb used. Failure to comply with this policy may lead to removal of files from your site or in some cases deletion of the site entirely. If files or websites are removed to ensure compliance with our policies whilst still under contract, all contractual fees remain payable.

4.7 IKlik website hosting fee includes "Small changes" free of charge. For clarification, "Small Changes" are classed as any change taking less than 15 (fifteen) minutes to complete a maximum of 4 (four) times in any 12 (twelve) month hosting period. Any

changes taking more than 15 (fifteen) minutes will be subject to charges at our usual hourly rate at the time of the changes being made.

5. SEARCH ENGINE OPTIMISATION

5.1 Whilst IKlik will try to improve the position of your website in Search Engine results in response to a search request, we do not warrant that this effort is in any way guaranteed.

5.2 IKlik cannot be held responsible for any changes to the position of your Website in the Search Engine results in response to a search.

5.3 If, whilst under contract with IKlik you have anyone else optimising your site (either on-page or off-page) this may affect your search engine position. IKlik will not accept any responsibility for this and will enforce full payment of the remaining contract.

5.4 IKlik cannot physically check your Website position daily, and therefore require you to inform us should your position dramatically change for your chosen search term(s).

5.5 Where IKlik have accepted a single payment for SEO (and no ongoing monthly payment is agreed), we will not guarantee any improvement in response to a search for any of your chosen search terms.

5.6 If deemed necessary by IKlik, you may be asked to make changes to your website. If your website has been built and is hosted by IKlik, these changes will be made by us. If, however, your website has been built or is hosted by another company, it is your responsibility to arrange any changes IKlik may request and cover any costs associated with these changes.

5.7 If IKlik have requested changes to be made to your website and for whatever reason the requested changes have not been made, IKlik will not issue a refund should your website not achieve improved listing positions for your chosen search terms.

5.8 IKlik will not guarantee a page 1 listing on any search engine for any search terms unless said guarantee forms part of a money back promotion, in which case said guarantee must be written on the purchase order at the time of signing.

5.9 If part of a money back promotion, and subject to clause 5.6 and 5.7 IKlik will guarantee to achieve a page 1 listing for at least one of the search terms purchased for a minimum of 24 hours within the first 12 calendar months of any contract. If we fail to achieve this, we will refund 50% of all monthly payments received under said contract.

5.9.1 Any guarantee of page 1 results will only apply to contracts of at least 12 months.

6. WEBSITE SERVICES & EMAIL

6.1 IKlik are registered Reseller Partners for domain name registration, website hosting and mailboxes through Heart Internet and 20i. The registration of a domain name,

hosting of a website or registering of mailboxes on behalf of the client is subject to the terms and conditions of these businesses on their individual websites.

6.2 IKlik will accept no liability for any financial loss resulting from a domain not being renewed.

6.3 IKlik shall have no liability arising from any financial loss arising from any registered mailbox not being available.

6.4 Up to 10 (ten) email addresses will be supplied free of charge with all domains hosted with IKlik.

6.5 Each additional email address supplied will be charged at a cost per annum and will be charged annually (e.g. If you have 20 email addresses you will receive the first 10 free and the remaining 10 will be charged at £6pa, totalling £60)

7. E COMMERCE WEB SERVICES

7.1 IKlik supply ecommerce Services via 20i, WordPress & WooCommerce, the client is subject to the terms and conditions of these businesses on their individual websites.

7.2 IKlik will accept no liability for any financial loss resulting from the use of any ecommerce website.

7.3 IKlik reserve the right to use any services from third party sources including those listed (7.1) if deemed to be necessary.

8. DOMAIN OWNERSHIP & TRANSFER

8.1 Any domain transferred to IKlik will remain the property of the client (unless otherwise stated in writing).

8.2 A charge of £25.00 (twenty five pounds) will be charged for any domain transfer. A domain will only be transferred once this has been paid as well as any other outstanding balance owed to IKlik.

8.3 Any domain purchased on behalf of the client for website hosting (and not specifically purchased for Search Engine Optimisation purposes) will remain the property of the client and (subject to 8.2) can be transferred to an alternative host subject to the settlement of any contract with IKlik.

8.4 Any domain purchased by IKlik for the specific use of Search Engine Optimisation will remain the property of IKlik once the contract or agreement has ended. These domains may be available to purchase at an agreed price if required by the client, subject to agreement by IKlik. If for whatever reason IKlik decide not to sell these domains, they shall remain the property of IKlik for as long as IKlik wish to keep them.

9. WARRANTY AND LIMIT OF RESPONSIBILITY

9.1 IKlik acknowledge and agree that it shall perform the Services with reasonable skill and care and in accordance with good industry practice.

9.2 The Buyer acknowledges and agrees that IKlik shall have no liability to the Buyer in respect of the positioning of the Buyer's Website.

9.3 The Buyer's remedies in respect of any claim under the foregoing express warranty or any condition or warranty implied by law or any other claim in respect of the Services or Website or any workmanship in relation to them (whether or not involving negligence on the part of IKlik) shall, in all cases, be limited to re-performance of the Services or refund of the relevant purchase price.

9.4 IKlik shall not in any circumstances be liable to the Buyer for any indirect or consequential losses or any loss of profits purported to have been suffered by the Buyer.

9.5 IKlik shall not be liable for any failure in the performance of any of its obligations under the agreement caused by factors outside its control.

9.6 Where we supply "Terms and Conditions of Website Usage", "Cookie Policies" or any other policies, it is the responsibility of the client to ensure that these are "Fit for Purpose". IKlik will not be held liable or responsible for your failure to ensure the legality or suitability of these policies for use on your website.

10. DELIVERY AND COMPLETION DATES

10.1 IKlik undertakes to use its reasonable endeavours to provide completed web design services to the Buyer within 28 days of the date on which IKlik receives a signed order from the Buyer.

10.2 The dates for carrying out the Services and delivery of any resultant Website are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery or performance.

10.3 IKlik will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform save where the same is as a result of the negligence of IKlik.

10.4 No delay (unless material) shall entitle the Buyer to reject any delivery or performance or any other Order from the Buyer or to repudiate the Contract or the Order.

11. RESPONSIBILITY FOR APPROVING WEBSITE

11.1 The Buyer acknowledges and agrees that IKlik shall produce the Website based on information provided to it by the Buyer.

11.2 Notwithstanding clause 9.1, it shall be the responsibility of the Buyer (and not IKlik) to review and approve the content of the Website (including, without limitation, the

spelling of names and addresses and the accuracy of telephone numbers) at the time of the completion of such Website by IKlik to the Buyer for approval by the Buyer.

11.3 IKlik shall have no liability to the Buyer for any inaccuracies in or on the Website if and to the extent that the Buyer has failed to review and/or approve (or require amendment (as the case may be)) provided to the Buyer by IKlik pursuant to this Agreement.

12. TERMINATION

12.1 IKlik may terminate the Contract immediately in the event that the Buyer is in breach of its obligations under the Contract and/or the Buyer suffers any event of insolvency or is/becomes unable to pay its debts as they fall due.

12.2 IKlik may at its discretion suspend or terminate the supply of any goods and services if the buyer fails to make any payment when due or otherwise defaults in any of its obligations under the contract or any other agreement with IKlik or becomes insolvent, has an administrative receiver appointed of its business or is compulsorily or voluntarily wound up or IKlik bona fide believes that any of those events may occur and in any case of termination may forfeit any monies paid.

12.3 IKlik may by written notice terminate the Agreement immediately and without liability for compensation or damages except as mentioned in this agreement if the Buyer fails to make payment as specified above.

12.4 After termination of any account, IKlik will only hold design files for a period of 3 months. After this time, all files may be deleted and may not be recoverable.

12.5 IKlik may by written notice terminate the Agreement immediately and without liability for compensation or damages except as mentioned in this agreement if it is deemed no longer financially viable to continue.

12.6 Any contract cancelled by the client during the first twelve (12) months will incur a penalty charge equal to the remaining contract balance.

13. THIRD PARTY CLAIMS

13.1 The Buyer shall indemnify IKlik and keep IKlik indemnified from and against any and all actions, costs (including, without limitation, the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement by a third party of any patent, registered design, unregistered design, design right, copyright, trade mark or other industrial or intellectual property rights resulting from compliance by IKlik with the Buyer's instructions, whether express or implied.

14. ASSIGNMENT AND SUBCONTRACTING

14.1 None of the rights or obligations of the Buyer under the Contract may be assigned or transferred in whole or in part without the prior written consent of IKlik.

14.2 The Website shall be for the sole use of the Buyer and shall not be capable of assignment to a third party by the Buyer.

14.3 IKlik shall be entitled to sub-contract any work relating to the Contract without obtaining the consent of, or giving notice to, the Buyer.

15. NOTICES

15.1 Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by first class letter post.

15.2 Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting.

16. INVALIDITY

16.1 The invalidity, illegality, or Unenforceability of any provision of these conditions should not affect the other conditions.

17. THIRD PARTY RIGHTS

17.1 A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

18. SUBJECT TO CHANGE

18.1 Please read these terms and conditions carefully. By signing a purchase order or agreeing to a purchase via email or text message, you agree to be bound by the terms and conditions contained in this document. These terms and conditions are subject to change without notice, from time to time at our sole discretion. We will notify you of amendments to these terms and conditions by posting them to our website. If you do not agree with these terms and conditions, please do not sign the purchase order, or agree to work being done.

19. PAY PER CLICK AND FACEBOOK MARKETING

19.1 The terms set out under clause 19 apply to any and all advertising campaigns run for clients by IKlik on any and all advertising platforms.

19.1.1 These terms and conditions apply and are legally binding whilst IKlik supply services to you (the customer) in relation to Pay Per Click (PPC) Management, namely Google AdWords, Bing Ads and (Amazon Marketing Services) AMS, TripAdvisor, Expedia & Facebook PPC Accounts.

19.2 The contract will run from the date on which the contract is agreed by the customer, for 12 (twelve) months (unless agreed elsewhere with written confirmation).

19.3 IKlik will use all reasonable endeavours to ensure that customers advertising receives the most favourable placing on Google, Bing, Amazon, TripAdvisor, Expedia & Facebook PPC accounts (whichever is applicable and stated on the contract).

19.4 Customers will provide IKlik with all relevant information to ensure that IKlik are able to ensure the correct exposure on the desired search engine or marketing platform.

19.5 IKlik cannot be held responsible for any loss of earnings as a result of your advert not showing on the search engines or for any other related reason.

19.6 Whether IKlik creates a new Google AdWords account or have dual access to the clients current Google AdWords account, it is agreed that neither party will change the login details throughout the duration of the contract unless agreed in writing by both parties.

19.7 Throughout the duration of the contract the client agrees that any tools, coding, new keywords and any knowledge gained cannot be used in any other Google AdWords Account the client may have, or the client creates during or after the term of the contract.

19.8 IKlik agrees that during the contract and after termination of the contract, all the financial details supplied to us by the client for the purpose of our services will be kept confidential and your account will be returned to how it was before IKlik carried out any work. Therefore, the client agrees that IKlik will remove all our intellectual property from within your AdWords, Bing, Facebook, Twitter, Amazon or any other marketing account we have worked on upon termination of the contract. This includes all keywords, ad groups, ads and campaigns that IKlik created within your accounts.

19.8.1 The client agrees to not grant access to your AdWords account to another AdWords management company during the lifetime of the contract or within 6 (six) months following termination of any contract with IKlik.

19.9 All work carried out by IKlik in your Google AdWords account will remain the intellectual property of IKlik throughout the lifetime of the contract and will remain the intellectual property of IKlik following termination of the contract.

19.9.1 As long as IKlik are running a campaign for a client, the client agrees to pay IKlik a monthly management fee of at least £129.00 (one hundred and twenty nine pounds) – this is to be paid regardless of whether the client wishes to run ad's or the account is dormant.

19.9.2 Any ad campaign that is dormant for more than 45 (forty-five) days may be suspended. If an account is suspended, a charge of £99 is required to restore it to activity.

19.9.3 AdWords marketing is designed to increase clicks to your website. Whilst every effort will be made to help increase calls or sales, this is in no way guaranteed.

20. WORDPRESS WEBSITES

20.1 This section sets out specific terms for the use of WordPress websites, including your responsibilities as a user.

20.2 Once your website has been “handed over” to you (upon completion of the initial design work) it is your responsibility to keep your website updated and backed up if required – iKlik will accept no responsibility for website malfunction or loss as a result of you not updating plugins, themes or WordPress base programmes, nor will we accept any responsibility for loss arising from your failure to back up your website.

20.3 Any updates to the website are done entirely at your own risk – iKlik will accept no responsibility for damage to your website due to you updating any aspect of it.

20.4 WordPress maintenance packages are available which will include keeping your website and plugins up to date on a monthly basis (prices vary dependent on website size, type etc – please call us for details) – If you have taken out a maintenance package then iKlik will keep your website up to date and backed up as agreed (back up frequency is dependent on the package purchased and can vary from one day to one month)

20.5 Where a maintenance package has not been taken out, repairs to your website due to user error and/or any updates, lack of updates, cyber-attack, failure to back up website will all be chargeable if required.

20.6 All WordPress websites come with 3 (three) months free website maintenance.

21. LAW AND JURISDICTION

21.1 The Contract shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

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