

Authenticity Digital Ltd

## TERMS & CONDITIONS OF BUSINESS

### 1. Contract

1.1 These Terms apply to all orders. For definition, orders are signed Purchase Orders or confirmation in writing of an Estimate being accepted. Receipt of order by you constitutes your acceptance that our conditions are the only conditions that apply to the contract. In addition, payment of your first invoice by you constitutes your acceptance of our terms and conditions.

1.2 Your agreement and business relationship are with Authenticity Digital Ltd for the term of your order and any hosting, maintenance, support, or ongoing work thereafter.

1.3 Estimates must be signed off in writing and orders are accepted subject to our right to adjust prices due to an increase in wages, taxation, production costs or other reasonable increases. Authenticity Digital will carry out work specified within the estimation and/or the business's request document.

*Estimations are only valid for 30 days.*

1.4 Any discounts are offered on the strict understanding that the accounts are paid for by the due date. We reserve the right to invoice for any such discounts on accounts which become overdue.

### 2. Project and Payment Terms

2.1 Authenticity Digital Ltd do not offer credit terms. Invoices are payable within 30 days of the dated invoice and any late payments will incur a cost of 15% per month above the Bank of England base rate. In the event of late or missed payments Authenticity Digital reserves the right to disable services without notice (hosting, email, or website). Authenticity Digital Ltd may charge an administration fee, currently £250 (two hundred and fifty pounds) for reactivation of any services.

2.2 Payment is currently acceptable by BACS, CHAPS transfer or cash. Please note that we do not accept cheques.

2.3 Clients must raise objections to invoices within 48 hours of the date of the invoice. Any failure to object within this period is deemed as acceptance of the invoice.

2.4 A business requirements document will be created and agreed prior to work commencing. Clients must at their own expense supply Authenticity Digital Ltd with all necessary materials and information to provide the services laid out in the order. We request all assets and content for a project to be supplied up front at the start of a project. Authenticity Digital Ltd cannot be held responsible for delays to a project caused by lack of necessary information, content or sign-off.

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**Authenticity Digital Limited**

hello@authenticity.digital | Registered in England and Wales with company number 12069888 | VAT No GB 359448945

2.5 Authenticity Digital Ltd retains the title to all goods/designs/websites created for you until full and final payment is received. All visuals and other deliverables created while performing the services not used in the final product or website will belong to Authenticity Digital and the client shall not obtain any rights therein. Deliverables are defined as final, print ready artwork files such as PDFs or a final website in its browser form. In all instances, the client owns the IP of the final designs and content of any website after full and final payment.

2.6 An order's official start date is the date your first payment clears, and funds are accessible in our bank account. Estimated delivery dates are not guaranteed. We try our best to meet these deadlines, however, we cannot be held liable if the order is delayed due to issues beyond our control such as delay in client passing on content to the project manager, technical issues, employee sickness, 3rd party issues, changes to the brief, force majeure.

2.7 We will offer a reasonable amount of bug fixing and support via email and telephone up to 14 days after delivery of your website. Thereafter, change requests, fixes whether bug fixes or due to misuse will be chargeable at a standard hourly rate of £85+VAT per hour.

### **3. Hosting**

3.1 In the instance of website hosting, it is assumed that a website is hosted with Authenticity Digital Ltd unless otherwise agreed in advance.

3.2 If a client requires Authenticity Digital to purchase a domain name, that can be transferred to the client at any time upon request save for overdue accounts and Authenticity Digital does not claim IP for any domain name purchased for and on behalf of a client.

3.3 If the client has purchased the domain name, you must be able to manage the DNS settings and repoint the 'A' and 'WWW' records to our web server IP address which will be provided to you. We cannot accept responsibility for failure to repoint the domain name or being unable to work with your chosen domain host.

3.4 Should you wish to terminate a hosting agreement it must be provided in writing in accordance with these Terms. Migration of a hosted website to an alternative host provider will incur an admin fee preparing files and backups. It must be noted that we cannot be held responsible for installing a website on a third-party server and/or ensuring the product works on a third-party server

3.5 We maintain the right to refuse any material which may be deemed to be offensive, abusive, indecent, defamatory, obscene, menacing or in any breach of confidence, copyright, privacy or any other right or in any way thought to be unsuitable for reproduction. We accept no responsibility for the content of a client's website or printed material.

### **4. General terms**

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4.1 This agreement may be terminated by either Authenticity Digital Ltd or you providing written notice is given to the other party in a reasonable time frame, 90 days. Upon cancellation of any order, Authenticity Digital Ltd reserves the right to invoice for all work completed until such time. You will be liable for any third-party costs incurred prior to cancellation of the contract.

4.2 Complaints must be made at the time of receiving printed goods and any complaints thereafter 24 hours are void. For any other work, complaints must be raised in a timely and constructive manner to your project contact in writing. Authenticity Digital Ltd will endeavor to respond to and rectify any reasonable issues arising quickly and efficiently.

4.3 Authenticity Digital Ltd does not implicitly offer exclusivity to any client for their defined industry. If this is required, an acceptable fee and reasonable duration will be negotiated on a case-by-case basis.

4.4 Authenticity Digital Ltd warrants and represents to the Client that it will perform its obligations under these Terms with reasonable skill and care. Our liability for loss or damage suffered by you in respect of goods or work carried out shall be limited to the contract value of the goods. In respect of websites being taken down in the event of overdue accounts, we accept no responsibility for damages (indirect or direct, loss of profits, revenue, or goodwill of the client) and any claim will be void. Nothing in these terms and conditions affects the rights of the consumer.

4.5 We reserve the right to make changes to these Terms and any adjustments will be provided in writing to you.

4.6 This contract between the Company and the Client shall be governed by and construed in accordance with the English Law.

#### **Changes to this agreement**

Authenticity Digital Ltd may modify this Agreement where it is required to do so, by notifying the customer in writing and giving 30 days' notice where possible. This would include where changes to the law, rules applied by other authorities which require Authenticity Digital Ltd to modify its procedures, policies, or services.

Authenticity Digital Ltd may at any time modify this Agreement for new customers by publishing a new agreement on its website.

Please note that Authenticity Digital Ltd holds your information in strict confidence and will not divulge details of our clients to third parties and other clients, potential or existing.

*Last updated January 2025.*