JBi Digital Terms & Conditions

Effective from: [Insert Date]

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1. Term of Agreement

This Agreement will automatically renew for the same term unless either party gives written notice of non-renewal at least 60 days before the current term ends.

2. Points of Contact

Both JBi and the Client will appoint a single point of contact (POC). All approvals, feedback, and decisions critical to the project's progress will be communicated and channelled exclusively through these designated POCs.

3. Project Scope and Feedback

The project scope will be defined in a separate Statement of Work (SoW). The Client's POC is responsible for collating all internal feedback and submitting it in a single, consolidated document or email. Feedback submitted in multiple formats or by multiple individuals may not be accepted. Additional rounds or changes outside the agreed scope will be quoted separately on a time-and-materials basis using JBi's standard rate card.

4. Change Requests

Any requirement, deliverable, or request falling outside the original Statement of Work (SoW) will be treated as a change request. All such changes must be submitted and approved in writing. JBi will provide a revised quotation and updated timeline to be approved via email before any work begins. Where applicable, JBi will also advise if alternative, lower-cost or phased options are available to help the Client make an informed decision.

Where a fixed price project is agreed prior to discovery or full requirement capture, the price is considered indicative and based on initial understanding. If discovery reveals significant differences in technical complexity, user needs, or required integrations, JBi reserves the right to re-scope and re-quote the project before continuing with delivery. Work on the affected scope may be paused until a written agreement is reached. No further work will proceed without explicit written sign-off from the Client. For any areas requiring a re-scope, JBi will provide full reasoning and justification for the proposed changes, along with alternative options, lower-cost solutions, or phased approaches where possible to support the Client's decision-making.

5. Delays and Client Responsibilities

If the Client causes a delay of more than 10 business days (e.g. delayed sign-off, missing content, or unavailable stakeholders), JBi may:

- Revise the project timeline
- Charge a holding fee to retain resources
- Adjust costs to account for disruption

If a delay exceeds 15 business days, the project timeline may be reset and additional costs may apply. JBi also reserves the right to reassign project resources during prolonged periods of inactivity.

6. Client Dependencies

JBi’s delivery timelines are based on the timely receipt of all necessary assets and input from the Client. Delays in providing such dependencies may result in adjusted timelines and additional costs.

7. Work Pause

In the event the Client is unable to meet key obligations (e.g. timely feedback, asset provision, or payment), JBi may temporarily pause the relevant workstream. This pause will be communicated in advance and will aim to allow the Client time to meet the necessary requirements without incurring further delivery risks. Any paused work may result in revised timelines and may require a rescheduling fee depending on the duration of the pause and impact on JBi's project pipeline.

8. Third-Party Services

JBi is not responsible for delays or issues caused by third-party tools, software, or services. The Client will bear any cost increases from third-party vendors unless otherwise stated. This includes hosting and infrastructure services provided via partners.

9. Intellectual Property (IP)

Final, approved deliverables become the Client's property upon full payment. The Client confirms they have the right to provide all assets supplied, and JBi will not be liable for third-party claims related to such materials. JBi may showcase non-confidential project work in its portfolio.

The Client agrees to indemnify, defend, and hold harmless JBi from any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from any third-party claim that the materials provided by the Client infringe upon any intellectual property rights of a third party.

10. Acceptance Criteria

Deliverables will be deemed accepted within 10 business days unless written feedback is provided by the Client.

11. Retainer and Project Models

Where services are delivered on a retainer basis, hours must be used within the agreed time period and cannot be rolled over unless explicitly agreed.

12. Payments

All costs provided are exclusive of VAT. JBi will require a Purchase Order (PO) for the agreed project costs prior to commencing work. Unless otherwise agreed in the Statement of Work (SOW), payments shall be invoiced monthly and are due within 28 days of the invoice date.

Milestone-based payment structures and separate payment milestones for optional activities or Change Requests (CRs) will be defined in the SOW wherever agreed.

JBi reserves the right to charge interest and recovery costs on overdue payments. If the Client fails to pay an invoice within the agreed Payment Terms, the agency shall be entitled to charge interest at a rate of 8% above the Bank of England Base Rate, from time to time, in addition to any other remedy.

13. SEO, Marketing and Platform Disclaimer

JBi makes no guarantees about platform rankings, audience engagement, or third-party platform behaviour (e.g. social media algorithms, search engine changes).

14. Testing & Launch Sign-Off

Once a deliverable is approved for launch, JBi will not be held liable for post-launch issues unless they are directly related to known or reported defects identified during the testing phase.

JBi offers a 28-day post-launch defect warranty period, during which any defects or errors directly resulting from JBi's work will be fixed at no additional cost. This warranty does not cover issues caused by third-party changes, client modifications, or factors outside JBi's control.

Unless explicitly agreed upon in a separate Statement of Work or Service Level Agreement (SLA), JBi's obligations regarding the deliverables cease upon the conclusion of this 28-day defect warranty period. Any ongoing support, maintenance, updates, or further development will be subject to a separate agreement and quotation.

15. Early Termination

The Client may terminate this Agreement by providing written notice of at least **90 days** to JBi. Upon receipt of such notice, JBi will immediately cease all active workstreams. JBi shall be entitled to invoice, and the Client agrees to pay:

1. Payment for Work Completed: All services performed and work completed up to the effective date of termination.

2. **Mandatory Cancellation Fee:** If termination occurs during an agreed minimum engagement period (as defined in the SOW), a mandatory **Cancellation Fee** shall apply, equal to the monthly fee multiplied by the number of remaining months in the minimum engagement period. This fee shall be invoiced immediately upon notice.

3. **Third-Party Costs:** All non-refundable and committed third-party costs (e.g., licenses, cloud infrastructure, or tools) incurred or committed to on behalf of the Client shall also be charged.

All invoiced amounts relating to termination, including the Cancellation Fee, are due within **14 days** of the invoice date.

16. Security Clearance Delays

If a project is delayed due to client-side delays in obtaining security clearance for JBi staff that exceeds 15 days, JBi reserves the right to reset project timelines and apply additional fees. The Client shall be responsible for all costs incurred due to resource holding, project reassignment, or disruption resulting from this delay.

17. Resource Flexibility

JBi reserves the right, in its sole discretion, to substitute any project staff with other personnel of equal or greater experience and competence, provided JBi informs the Client in advance of any such substitution. The Client's prior consent for any resource substitution is not required.

18. Confidentiality

Both parties agree to keep all information clearly identified as 'confidential' or which by its nature ought to be confidential (including, but not limited to, trade secrets, financial data, and unreleased project details) private. Neither party shall disclose this Confidential Information without the other party's prior written consent, except where legally compelled to do so (in which case, the disclosing party will notify the other party immediately) or to its professional advisors under an obligation of confidentiality.

19. Data Protection

JBi shall comply with all applicable data protection laws. Where JBi processes personal data on behalf of the Client, a separate Data Processing Agreement (DPA) will be executed. The Client warrants that it has the necessary legal bases and permissions for JBi to process any data provided.

20. Travel Reimbursements

Travel and subsistence expenses for locations within the Greater London area are included in JBi's standard day rates. All necessary and reasonable travel and subsistence expenses for locations outside Greater London will be chargeable on actuals, provided such expenses are pre-approved in writing by the Client's POC before being incurred.

21. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from any cause beyond the reasonable control of that party (e.g., natural disasters, acts of war, government actions, pandemics, or civil unrest). The affected party shall provide prompt written notice of the event to the other party. If the event continues for a period exceeding 90 days, either party may terminate the Agreement with immediate written notice, and all work completed and committed costs shall be payable by the Client up to the date of termination.

22. Warranties & Liability

JBi will deliver services with reasonable care and skill. JBi's aggregate liability to the Client under this Agreement is limited to the total fees paid by the Client in the twelve (12) months preceding the claim. JBi is not liable for indirect, consequential, special, punitive, or incidental loss, including but not limited to loss of data, loss of profit, or loss of goodwill.

23. Non-Solicitation

The Client agrees not to directly or indirectly hire or solicit any JBi staff involved in the project during the term of the contract and for a period of 12 months after its end.

24. Subcontracting

JBi may engage third-party contractors to support delivery. All subcontractors will be subject to the same terms, standards, and obligations set out in this agreement. JBi remains fully responsible for the quality and timeliness of any subcontracted work and will ensure that subcontractors meet the professional and delivery expectations agreed with the Client.

25. Governing Law and Dispute Resolution

This Agreement is governed by the laws of England and Wales. Both parties agree to first seek resolution of disputes through good faith negotiation or mediation before taking legal action.

26. Governing Document Hierarchy

In the event of any conflict or inconsistency between the terms of this Agreement and the Master Service Agreement (MSA), the terms of this Agreement shall prevail, unless the MSA explicitly states an intention to supersede a specific provision of this Agreement.

Signed:

JBi Digital Representative: ___________________________
Client Representative: _______________________________
Date: ________________________