



Free Rein

Free Rein Terms and Conditions

January 2026

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Contents

1 Interpretation	2
2 Services	3
3 Contract	3
4 Company’s obligation	3
5 Customer’s obligations	4
6 Change control	4
7 Price and payment.....	5
8 Intellectual Property Rights.....	7
9 Services (specific provisions)	7
10 Liability	11
11 Termination	11
12 General provisions.....	12

1 Interpretation

1.1 The following definitions apply in these terms and conditions ('Conditions'):

'Agreement'	Summary of the Services to be performed, costs and any relevant dates including reference to the relevant proposal and/or quotation. These terms and conditions form part of that agreement.
'Company'	Free Rein Ltd (registered in England, number 05236270 whose registered office and principal place of business is at 50 Princes Street, Ipswich, Suffolk IP1 1RJ, United Kingdom);
'Contract'	any contract between the Company and the Customer for the supply of Services;
'Customer'	the person, firm or company who purchases Services from the Company;
'Intellectual Property Rights'	means and includes all copyright and selected rights, trade marks, database rights and any other intellectual property rights of any description (whether or not registered and including all applications for or renewals or extensions of such rights);
'Price'	the price (or charge rates) for the Services specified in the Contract or otherwise agreed in writing between the Company and the Customer;
'Proposal'	any written proposal of the Company to the Customer for the supply of Services;
'Services'	the Services to be provided by the Company to the Customer under the Contract incorporating any relevant Proposal which may include any of the Services mentioned in clause 2;
'Software'	includes (without limitation) web-based application, PC or Apple application and mobile application software.

1.2 The following rules of interpretation apply in these conditions:

- 1.2.1 'Person' includes a natural person, corporate or unincorporated body
- 1.2.2 words in the singular include the plural and vice versa
- 1.2.3 references to writing or written include e-mail.

2 Services

The range of Services which the Company offers include:

- Design, build, installation and support of Software
- Design, build, set up and hosting of websites
- Domain name registration and DNS management
- Website or web-based application hosting
- Email, mobile messaging and social networking broadcast services
- Search engine optimisation, link building, copywriting in support of search marketing campaigns
- Marketing campaigns employing social media sites and services
- Management of paid online marketing services, including PPC, banner advertising
- Website reviews, information architecture reviews and online marketing audits
- Email marketing reviews, management and creation.

3 Contract

3.1 These Conditions shall:

3.1.1 apply to and be incorporated into the Contract, and

3.1.2 prevail over any inconsistent terms or conditions contained or referred to in the Proposal or notified by the Customer.

3.2 The Customer's Purchase Order or acceptance of the Proposal or signed Agreement (or other quotation for the supply of Services by the Company) constitutes an offer to purchase the Services specified in the Proposal (or other such quotation). No such offer shall be deemed accepted by the Company unless expressly acknowledged in writing.

3.3 Unless otherwise agreed by the Company in writing:

3.3.1 all proposals or quotations of the Company are given on the basis that no Contract shall come into existence except in accordance with Condition 3.2 (or by the Company commencing provision of the Services), and

3.3.2 any proposal or quotation is valid for a period of 90 days from its date (unless previously withdrawn).

4 Company's obligation

4.1 The Company shall use reasonable endeavours to perform the Services with reasonable skill and care and on or before any completion date agreed for performance (or, if none, within a reasonable time) but any such date shall be an estimate only and time shall not be of the essence of the Contract.

4.2 The Company shall be entitled (at its discretion) to suspend or cease performance of the Services (or any of them) if the Customer is in breach of any of its obligations under the Contract.

- 4.3 The Company shall be entitled to assign the benefit of the Contract or to sub-contract the performance of all or any of the Service subject to the consent of the Customer, not to be unreasonably withheld or delayed.

5 Customer's obligations

- 5.1 The Customer shall provide the Company (in a timely manner and at no charge) with such co-operation, access to its websites, statistics services, design, content, data files and other information and facilities as it may properly and reasonably require in connection with the performance of the Services.
- 5.2 The Customer is responsible for ensuring that it owns or is appropriately licensed to use (or to authorise the Company's use of) all Intellectual Property Rights in documents, materials and Software made available to the Company in connection with the provision of the Services.
- 5.3 The Customer shall be liable to pay to the Company all reasonable costs, charges or losses sustained or incurred by the Company (including any direct, indirect, or consequential loss or loss of profit) arising directly or indirectly from the Customer's negligence default or delay in the performance of any of its obligations under the Contract.
- 5.4 The Customer shall not (without the Company's prior written consent) at any time during the period of six months immediately following the date on which the Company is entitled to payment in full of the Price solicit or entice away from the Company or employ or attempt to employ any person who is, or has been, engaged as an employee or (directly or indirectly) as a sub-contractor of the Company in the provision of the Services.
- 5.5 The Customer shall be entitled (at its discretion) to suspend or terminate performance of the Services (or any of them) if the Company is in breach of its obligations under the Contract.

6 Change control

- 6.1 If either party wishes at any time to change the scope, or specification or any other aspect of the Services it shall submit such a request in writing. The Company shall not be obliged to agree to such a request unless:
- 6.1.1 the Customer agrees that the Company may charge the Customer for time engaging and assessing such a request, and
 - 6.1.2 all consequential variations to the Contract (including, without limitation, to the Price, specification and time for performance) are agreed and recorded in writing to the satisfaction of the Company.
- 6.2 Except as provided in Condition 6.1, no variation to the Contract shall be valid unless it is agreed by the Company, in writing, and signed by or on behalf of the Company and the Customer.

7 Price and payment

- 7.1 Conditions 7.2 and 7.4 apply to Services provided by the Company which are charged on a measured basis and Conditions 7.3 and 7.4 apply to Services charged at a fixed price. The renaming provisions of this Condition 7 apply to Services charged on either basis.
- 7.2 Where Services are charged on a measured basis (measured as to time, usage and, if applicable, materials) the charge shall be calculated in accordance with the Company's standard hourly fee rates, as amended from time to time (which assume an eight-hour day) and the Company shall be entitled to invoice for Services monthly in arrears (or at such other intervals as may be stipulated in the Contract or otherwise agreed in writing).
- 7.3 Where Services are charged at a fixed price, the total price for the Services shall be the amount (if any) set out in the Contract or (if not) the Company's prevailing price for such Services and (unless the Contract provides otherwise) the Company shall be entitled to invoice in full for the Services when they have been fully performed in accordance with the provisions of the Contract.
- 7.4 The Price:
- 7.4.1 assumes that all information, dates and design input and other co-operation and facilities to be provided by the Customer to the Company in connection with the Services is full, complete and accurate and provided not later than any date specified by the Company, and
 - 7.4.2 excludes (where applicable) all accommodation, subsistence, travelling and ancillary expenses reasonably incurred by or on behalf of the Company (or any sub-contractor engaged by the Company) in connection with the Services which the Company shall be entitled to invoice as and when incurred.
- 7.5 The Price is stated exclusive of VAT and all invoices of the Company are (unless otherwise stated in the Contract) payable in full and in cleared funds without set or other deductions within 30 days of the date of invoice, except invoices covered in 7.8. Time for payment of the Company's invoices shall be of the essence of the Contract.
- 7.6 Without prejudice to any other right or remedy it may have, if the Customer fails to pay any invoice of the Company on the due date, the Company shall be entitled to charge interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate of Lloyds Bank plc, accruing on a daily basis and compounded monthly until payment is made whether before or after judgement. The Company may at its discretion elect to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.7 Where any party disputes any sum to be paid by it, then a payment equal to the sum not in dispute shall be paid. The dispute as to the sum that remains unpaid shall be considered by the parties, and if necessary, shall be referred to an independent third party. Interest due on any sums in dispute shall not accrue until the earlier of 30 days after resolution of the dispute between the parties or receipt of the decision of the independent third party.
- 7.8 Hosting, Support and Domain charges: These are billed in advance of the period to which they relate whether bi-annual, annual, quarterly or monthly. They will be billed at least 45 days before the start of the period to give the Customer advance notice sufficient that they may cancel the

service and give the required 30 days clear notice. These invoices will require a settlement in 45 days from date of invoice.

- 7.8.1 Where the Customer's organisation requires a Purchase Order number on any invoice for a domain, a call-off Purchase Order should be created at the start of the Customer's financial year which will be used for all renewals. Where a Purchase Order is required for each individual domain invoice, Free Rein will decline to manage those domains.
- 7.8.2 Where the Customer requires changes to one or more domain setting (for example DNS) which are not required by any Free Rein work, there will be a domain management charge of £20 plus VAT
- 7.8.3 Charges for domain registration are driven by the registrar and suppliers. Illustrations of current charges for the most frequently requested Top Level Domains (TLDs) are available on request. These can vary quickly and we will always give you at least 30 days' notice of consequential changes to our charges. Where the Customer requires a TLD not listed we will quote before registering. Registration can be for multiple years, currently to a maximum of 10 years.

7.9 Search and Social

- 7.9.1 the Company will raise invoices for strategic work on delivery and agreement to the strategy document or presentation. Queries relating to the strategy should be raised within 2 weeks of its delivery.
- 7.9.2 the Company will raise invoices for review work, marketing audits on delivery and agreement to the document or presentation. Queries relating to the audit or review should be raised within 2 weeks of its delivery.
- 7.9.3 the Company will raise invoices for on-going work monthly in arrears. Any queries relating to the work conducted should be raised within 3 business days of receiving the agreed monthly report or the completion of the period in question.

- 7.10 Email and mobile text message broadcasts are charged at the end of the calendar month at the rate appropriate for the volume sent in that month. The scale charges are reviewed as required and published to all appropriate Customers at least one month in advance of any change.

8 Intellectual Property Rights

- 8.1 The ownership of Intellectual Property Rights in all materials originated by the Company specifically in connection with the Services vests jointly in the Customer and the Company. For the avoidance of doubt, these rights do not extend to the Company's existing code, frameworks, libraries or systems.
- 8.2 To the extent the Services comprise the provision of bespoke Software for use by the Customer the Intellectual Property Rights in such Software vests in the Customer. Standard Software is licensed to the Customer for use in connection with its business only and on a non-exclusive and non-transferable basis and limited to the number of users per licence specified in the Contract.
- 8.3 The Company acknowledges that, if it sub-contracts the provision of any element of the Services (such as website design), the Intellectual Property Rights attaching to such element will vest as set out at 8.1 and 8.2 above.
- 8.4 The Customer shall keep in strict confidence all technical or commercial know-how and other valuable or confidential information disclosed to it by the Company in the course of providing the Services.
- 8.5 For the avoidance of doubt, the Customer retains ownership of all Intellectual Property Rights in all documents, images, and multimedia provided by the Customer in connection with or arising out of the Contract, including but not limited to the content and design of the websites or applications provided under the Services.

9 Services (specific provisions)

- 9.1 The following provisions of this Condition 9 apply to the description of Services to which they refer.
- 9.2 Web hosting: if the Customer engages the Company to host or procure the hosting of the Customer's website, the Customer acknowledges that the Company is unable to guarantee

uninterrupted connection to the internet and does not accept liability for loss (of any description) resulting from any loss of such connection (whether or not due to the negligence of the Company, its employees, agents or sub-contractors) beyond the proportion of the Price charged by the Company for the web hosting service which is attributable to the period during which the connection is lost.

WordPress: If the website is hosted on the WordPress platform subsequent updates to core code, themes and plugins will need to be applied throughout the duration of the Service. In the event that the client does not undertake these updates, Free Rein's work to correct any issues arising from this would be chargeable.

The Company reserves the right to suspend or terminate the hosting service, at its discretion, if it considers that the Customer's use of its website contravenes the Company's 'acceptable use' policy in force from time to time or otherwise appears to the Company to be illegal, libellous, blasphemous, pornographic or otherwise inappropriate or exceeds the server capacity notionally allocated by the Company for the Customer's use.

- 9.3 Response times: in the event of any reported loss of or interruption to the web hosting service or any reported defect in or loss of performance or functionality in any Software licensed to the Customer by the Company, the Company (unless otherwise agreed in writing and subject to the Customer having paid the relevant price for such Service) shall (subject to the Customer having paid the relevant Price for such Service) use all reasonable endeavours to respond to the report within the following timescales:

Business Hours: Within 2 hours

(Monday to Friday excluding bank holidays from 9:00am to 5:00pm)

Outside Business Hours: Within 6 hours

- 9.4 The Company does not guarantee to reinstate or fix any such reported loss or defect within the stated response time.
- 9.5 Domain name registrations: if the Customer engages the Company to register a domain name, it authorises the Company to accept (as the Customer's agent) all relevant terms and conditions of the relevant domain name registrar. Unless otherwise expressly agreed in writing with the Company, it is the Customer's responsibility to renew (or request the Company to renew) all domain names registered by the Company for the Customer. The Company is not obliged to act upon a renewal request by the Customer (including a request for automatic renewal) unless the request is made in writing and the Company has received the relevant renewal fee by such date as it may stipulate in any such case. Once registered in the Company control, it will be automatically renewed unless we receive more than 30 days' notice to cancel prior to the renewal date.
- 9.6 Email and mobile broadcast: the Company may provide broadcast as a standalone or web-based service where appropriate. Use of the broadcast system must conform to all UK and international laws regarding use of personal data and "opt-in" requirements to mailing lists. The Customer must respond as fast as reasonably possible to any unsubscribe request and confirms they will ensure no member of their staff or commissioned agent will employ spam techniques.
- 9.7 Website design: the Company will normally produce one design concept for a site within the quoted costs. This concept will be presented to the Customer who may review and request

amendments twice within the quoted price. Any additional review and round of amendments may incur charges for the additional time involved at the prevailing hourly rate.

- 9.8 Website build: once the design has been signed off by the Customer, whether produced by Free Rein, a partner design company or the Customer's own designer, Free Rein will plan the programme for the build and advise timescales and milestones. The build process will go through two Customer reviews and subsequent amendments. Any additional review and round of amendments may incur charges for the additional time involved at the prevailing hourly rate.
- 9.9 Search engine optimisation:
- 9.9.1 the Company agrees using their own knowledge, to optimise the Customer's website by adding and changing code, structure and information, to maintain the website and perform its obligations under the Agreement. It is specifically agreed that optimisation of the Customer's website, in accordance with the terms of the Agreement, does not guarantee any particular level of traffic to the Client's Website throughout the term of the Agreement.
 - 9.9.2 the Company stresses that it is not possible to give any guarantees for any specific result on any search engine, nor can we quantify the level of increased traffic or sales, as a result of the search engine optimisation campaign.
 - 9.9.3 the Customer agrees that their website is not hosted on alternate web hosting using domain forwarding (either framed or otherwise) whilst using the services of the Company.
 - 9.9.4 the Company does not offer a guarantee on how much traffic you will receive on indexed keywords.
 - 9.9.5 the Company has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Customer's website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.
 - 9.9.6 search engines have been known to hinder the rankings of new websites (or pages) until they have proven their viability to exist for more than 6 months. The Company assumes no liability for ranking/traffic/indexing issues related to this process.
 - 9.9.7 occasionally, search engines will drop listings for no apparent or predictable reason. Often, the listing will reappear without any additional SEO. Should a listing be dropped during the SEO campaign and does not reappear within 30 days of campaign completion, the Company will re-optimize the website/page based on the current policies of the search engine in question.
 - 9.9.8 linking from link farms can seriously damage all SEO efforts. The Company does not assume liability for the Customer's choice to link to or obtain a link from any particular website without prior consultation.
 - 9.9.9 the Company is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Client's website.
 - 9.9.10 the Company is not responsible for the Customer overwriting SEO work to the Customer's site. (e.g., the Customer/webmaster uploading over work already provided/optimised). The Customer will be charged an additional fee for re-constructing content.

- 9.9.11 the Customer has not employed the services of any Search Engine Optimisation Company other than the Company to work on their website promotion.
- 9.9.12 the Customer has not employed the services of any Submission Company during the same period of the Company providing their search engine optimisation services.
- 9.9.13 the Customer has not created any duplicate sites, duplicate content or pages, redirects or doorway pages to their website whilst using the services of the Company.
- 9.9.14 the Customer has not requested or exchanged links with any link farms or undertaken any spamming techniques which may harm the website search engine ranking with Google or any other search provider.
- 9.9.15 the Company holds a strict privacy policy and promises to never divulge your details to any other client, existing or potential.
- 9.10 Social media:
 - 9.10.1 the Company does not offer a guarantee on the expected traffic levels, sales increases or campaign performance resulting from social media activity.
 - 9.10.2 the Customer has not employed the services of any Social Media Company other than the Company during the period of the campaign.
 - 9.10.3 auto following, auto replying are techniques which can lead to a social media account being blocked. The Company is not responsible for the outcome should the Customer choose to employ such tactics.
 - 9.10.4 the Company is not responsible for messages, posts, links, images, video clips, status updates or other such information posted by the Customer during the period of the campaign.
 - 9.10.5 the Company may be required to post updates, messages, links, images, video clips or status updates on behalf of the Customer. Access to social media platforms will be required by the Company for such activity to take place.
- 9.11 Paid advertising:
 - 9.11.1 the Company does not offer a guarantee on the expected traffic levels, sales increases or campaign performance resulting from online advertising.
 - 9.11.2 the Customer has not employed the services of any Online Advertising Company other than the Company during the period of the campaign.
- 9.12 Website reviews, Marketing Audits: the Company agrees using their own knowledge, to review, audit and make recommendations to the Customer's regarding a website, campaign or online marketing activity.
- 9.13 Email marketing:
 - 9.13.1 the Company does not offer a guarantee on the expected traffic levels, sales increases or campaign performance resulting from email marketing.

- 9.13.2 modern email systems can use various software and hardware techniques to prevent the delivery of an email, the Company will not be responsible for the failure of an email to reach the end client.
- 9.13.3 the Company will not be responsible for any breaches of data use when the data is provided by the Customer. It is the Customer's responsibility to ensure they have obtained the correct permission to use the data.

10 Liability

- 10.1 This Condition 10 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
 - 10.1.1 any breach of the Contract;
 - 10.1.2 any use made by the Customer of the Services or any part of them; and
 - 10.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these Conditions limits or excludes the liability of the Company:
 - 10.3.1 for death or personal injury resulting from negligence; or
 - 10.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier.
- 10.4 Subject to condition 10.2 and 10.3:
 - 10.4.1 the Customer shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for loss of profits or business or anticipated savings, depletion of goodwill and/or similar losses, loss of contract, loss of use or loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, and
 - 10.4.2 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price paid for the Services in respect of which the liability arose.

11 Termination

- 11.1 Without prejudice to any other rights or remedies which it may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
 - 11.1.1 the party receiving such notice commits a material breach of any of the terms of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

- 11.1.2 an order is made or a resolution is passed for the winding up of that party or an administrator or receiver is appointed to manage the affairs, business or property of that party or that party makes any arrangement or composition with its creditors, or the party giving notice reasonably concludes that any of such events are likely to occur.
- 11.2 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and in respect of Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt.
- 11.3 The Customer may terminate this Contract at any time on one months' notice in writing to the Company, to the address given in this Contract or as otherwise notified. The Company may terminate this contract at any time on three months' notice in writing to the Customer.

12 General provisions

- 12.1 The Company shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control.
- 12.2 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force and if any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.
- 12.3 The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.
- 12.4 Notice given under the Contract shall be in writing, sent for the attention of the person, and to the address given in the Contract (or such other address or person as the relevant party may notify to the other party) and shall be delivered personally, or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this Condition 10.4 is not within business hours (meaning 9:00am to 5:00pm Monday to Friday on a day that is a business day), at 9:00 am on the first business day following delivery. To prove service, it is sufficient to prove that in the case of post, that the envelope containing the notice was properly addressed and posted.
- 12.5 These terms and conditions in combination with one or more schedule and the statement of service form the agreement between the Company and the Customer.