

Terms and Conditions

1. The terms set out overleaf and these and conditions constitute the only terms and conditions under which *Horizon* enters into this agreement. No employee or agent of *Horizon* is authorised to agree or affect any alterations in the terms and conditions of this agreement.
2. Subject to paragraph 3 below, at the end of the initial one year period of this agreement (“initial period”), this agreement shall remain in full force and effect for successive periods of one year (“renewal period”). Each of which shall begin either on the date the initial period ends or on the relevant anniversary of that date (as the case may be). The monthly fee and terms in the renewal period shall be those applicable at the end of the initial period if it is the first renewal period or those applicable in the immediately preceding renewal period, unless at least two months prior to the end of the initial period or renewal period (as the case may be), *Horizon* has given written notice to the customer of a change in the monthly fee or and/or the terms.
3. Either the customer or *Horizon* may terminate this agreement at the end of 12 months by notifying the other party giving After more than twelve months one month’s notice may be given by either party. The customer cannot terminate this agreement if any payments due under this agreement are overdue.
4. If there is a default made on any payments *Horizon* will terminate the contract with one months notice and return the website to its original state.
5. The customer shall pay the monthly fee every month (by direct debit, standing order or credit card if required), the first payment being due one month after entering into this agreement and subsequent payments being due on the same day each month. In the event of the customer falling to make a monthly payment on the due date *Horizon* is entitled to take any or all of the following remedies in any order it sees fit:
  - (a) Require immediate payment of all monthly fees due during the remainder of the initial period or renewal period (as the case may be).
  - (b) Add interest to the debt at 4% per annum above the base rate of BBVA Bank.
  - (c) Issue written demands for the sum due, each such demand attracting a fee of € 25.00 plus IVA
  - (d) Cease working on behalf of the customer until all overdue sums are paid.
  - (e) To deduct outstanding sums from the customer’s credit card shown overleaf.
6. The customer understands that search engines are independent companies who select and rank sites using their own criteria and therefore to obtain a high ranking the customer must follow *Horizon*’s Recommendations for optimising their website for search engine listing. To enable *Horizon* to optimise the customer’s website, the customer must provide FTP (file transfer protocol) access details for the Website.
7. *Horizon* may terminate this agreement at any time if the customer’s website contains any material which is illegal, Pornographic, racially abusive or is likely to cause offence or to damage *Horizon*’s reputation.
8. *Horizon* may terminate this agreement if any changes are made to the website without consulting *Horizon*, as these changes can alter the ranking status of the website. *Horizon* will not be responsible or liable for any loss of service offered by *Horizon*.
9. *Horizon*’s list of the most important search engines will be those search engines that *Horizon* considers to be the most important with regard to popularity, Language, content, location, coverage or any other criteria that *Horizon* considers suitable.
10. Any website containing different languages will be optimised for each language, and considered as separate contracts for each Language.
11. *Horizon* will identify suitable sets of words to search for the search engines as the best phrase. Although the customer’s website will be ranked under many phrases which we will identify within the consultation, a single test phrase will be reported on and used to assess how the customer’s website is ranking with search engines.
12. If the client wants “Pay Per Click” with any of the search engine company’s, we will administrate the set-up free of charge only if the client as signed an agreement with *Horizon* SEO. We must get authorisation from the Client to use the same credit card for the initial set-up fee if required by the search engine company. All other on-going charges from the search engine company’s will be charged directly to the client.
13. *Horizon*’s liability under this agreement is limited to the total sum paid by the customer under this agreement.
14. All notices must be in writing. Notices to *Horizon* must be addressed to
15. The invalidity or enforceability of any provision of this agreement shall not affect or impair the validity of any other provision. No waiver of any rights *Horizon* has under this agreement shall be deemed from any failure by *Horizon* to enforce any part of this agreement.