



## Terms and Conditions of Business

These Terms and Conditions (“Terms”) govern the contractual relationship between Thokki Digital Ltd. (“Thokki”) and the client (“the Client”). By engaging Thokki’s services (the “Engagement”), the Client accepts these Terms in their entirety. For the purposes of these Terms, "Engagement" refers to any formal business relationship or agreement initiated between Thokki and the Client, including both project-specific and ongoing service arrangements. These Terms shall be governed by and construed in accordance with the laws of England and Wales.

### 1. Scope of Services

Thokki provides professional services in the areas of bespoke software development, web design, branding, website and e-commerce development, and consultancy (the “Services”). The Services are primarily billed on an hourly basis; however, fixed project fees may apply in specific instances. Unless expressly agreed otherwise, Thokki shall operate with flexible timelines, and any instructions conveyed by the Client, including those by email, shall constitute implicit authorisation for Thokki to proceed with the Services as directed.

### 2. Project Terms and Milestones

Thokki and the Client shall establish mutually agreed milestones and deadlines for each project. Unless otherwise stipulated in writing, all timelines remain flexible, with any anticipated delays communicated promptly. Engagement with Thokki is deemed to be ongoing unless expressly stated otherwise, and email communications from the Client may serve as sufficient authorisation to initiate work in alignment with previous instructions.

### 3. Client Obligations

- Provision of Materials: The Client shall provide all necessary assets, content, and access to systems in a timely manner. Thokki shall not be held responsible for delays resulting from the Client’s failure to supply such materials.

- Feedback and Approval: The Client shall review and provide feedback or approval for deliverables within five (5) business days. Delays arising from a lack of timely feedback shall not be deemed the responsibility of Thokki.

### 4. Payment Terms

4.1 Fee Structure: Thokki’s fees are calculated primarily on an hourly basis, with options for monthly retainers for website maintenance and pre-agreed fixed project rates available for specific services.

4.2 Deposit Requirement: For bespoke projects, a 50% deposit of the agreed fee is required, except where an ongoing contractual relationship is established, in which case alternative arrangements may be made.

4.3 Payment Due Dates: Unless otherwise agreed in writing, payment is due upon receipt of Thokki’s invoice. Thokki emphasises the importance of prompt payment, as late payments can negatively impact service continuity and quality.

4.4 Late Payment: In cases of overdue payments, Thokki reserves the right to charge statutory interest in accordance with UK law, at a rate currently set at 8% above the Bank of England base rate. Repeated late payments may result in the suspension of Services until the account is settled in full.



## 5. Intellectual Property

5.1 Ownership of Deliverables: All intellectual property rights to the deliverables produced by Thokki shall transfer to the Client upon receipt of final payment. Until such time, Thokki shall retain full ownership of all designs, software, and related materials.

5.2 Limited Use: The Client is granted a conditional licence to utilise the deliverables solely during the project phase, with full rights transferred only upon final settlement.

## 6. Confidentiality and Data Protection

6.1 Confidentiality Obligations: Thokki shall handle all confidential information provided by the Client with due care and agrees to execute a Non-Disclosure Agreement (NDA) if required to protect the Client's information.

6.2 Compliance with Data Protection Laws: Thokki is fully compliant with the UK GDPR and takes all necessary measures to ensure the secure handling and protection of personal data provided by the Client.

## 7. Portfolio Use and Marketing Rights

The Engagement shall imply permission for Thokki to utilise the Client's logo and project details in Thokki's portfolio, marketing materials, and case studies. Should the Client wish to withhold such permission, they must inform Thokki in writing prior to the commencement of the project.

## 8. Revisions and Additional Work

- Scope of Revisions: Revisions are limited to minor adjustments within the original scope of work. Requests for additional features, major changes, or elements not initially communicated by the Client shall be deemed outside the original scope and may incur additional fees.

## 9. Warranties and Maintenance

- Warranty Period: Thokki offers a 30-day warranty period following project completion. During this period, any defects or performance issues directly related to the Services delivered will be addressed. This warranty does not cover issues arising from third-party modifications or misuse by the Client.

- Maintenance Services: Support and maintenance beyond the warranty period may be offered as a separate service agreement or billed at the prevailing hourly rate.

## 10. Termination of Agreement

Either party may terminate this agreement with two weeks' written notice. During the notice period, all work performed by Thokki shall be billed at the standard hourly rate, irrespective of any previously agreed project rate. All outstanding payments shall become immediately due upon termination.

## 11. Non-Solicitation Clause

For a period of twelve (12) months following project completion, the Client agrees not to solicit, hire, or engage any employees, contractors, or subcontractors of Thokki. This restriction applies to both direct and indirect engagements.



## 12. Limitation of Liability

12.1 Liability Cap: Thokki's total liability shall not exceed the fees paid by the Client in the three-month period preceding the claim.

12.2 Exclusions: Thokki shall not be liable for any indirect or consequential losses, including but not limited to loss of revenue, data, or anticipated profit.

12.3 Limitations on Technical Liability: Thokki shall not be held responsible for delays, data loss, or damages resulting from hardware or software failures or other technical issues beyond its reasonable control.

## 13. Dispute Resolution and Governing Law

13.1 Preferred Method of Dispute Resolution: In the event of a dispute, the parties shall endeavour to resolve the matter through mediation prior to initiating formal legal action. Failing satisfactory resolution through mediation, the courts of England and Wales shall have exclusive jurisdiction.

13.2 Jurisdiction: This agreement shall be governed by and construed in accordance with the laws of England and Wales.

## 14. Right to Refuse or Withdraw Services

Thokki reserves the right to suspend or withdraw services in cases of non-payment, breaches of confidentiality by the Client, failure to provide necessary materials, or any other breach of these Terms. Service shall be resumed only once the issues in question are resolved to Thokki's satisfaction.

## 15. General Provisions

15.1 Amendments: Thokki reserves the right to amend these Terms. Clients will be notified of any substantive changes at least fifteen (15) days in advance, and continued Engagement shall imply acceptance of the updated Terms.

15.2 Force Majeure: Thokki shall not be liable for delays or non-performance resulting from events beyond its reasonable control, including but not limited to natural disasters, pandemics, and technical failures.

## Acceptance of Terms

The Client's engagement with Thokki Digital Ltd. constitutes acceptance of these Terms and Conditions.