

Blue Bee – General Terms (Master Terms)

1. Definitions and interpretation

1.1 In these terms:

“**Blue Bee**” means Hive Communications Ltd trading as Blue Bee.

“**Client**” means the person or business purchasing the Services.

“**Proposal**” means Blue Bee’s written proposal, statement of work, quotation or scope document.

“**Service Schedule**” means the service-specific terms applicable to the Services (e.g., “**Marketing Schedule**”, Website Build Schedule, Hosting Schedule).

“**Services**” means the services described in the Proposal.

“**Deliverables**” means the outputs described in the Proposal.

“**Fees**” means the charges set out in the Proposal.

“**Start Date**” means the start date stated in the Proposal, or if not stated, the date Blue Bee starts work.

“**Business Day**” means Monday to Friday excluding public holidays in England.

1.2 Order of precedence.

If there is any conflict, the following order applies (highest first):

- (a) the Proposal (including any Key Commercial Terms);
- (b) the relevant Service Schedule;
- (c) these General Terms.

1.3 Any words following “including” or similar are illustrative and do not limit the meaning of the preceding words.

2. Contract formation

2.1 A contract is formed when the Client does any of the following (whichever occurs first):

- (a) signs/accepts the Proposal;
- (b) confirms acceptance by email or in writing;
- (c) pays any invoice or deposit; or
- (d) instructs Blue Bee to start work.

2.2 The Client confirms it has authority to enter into the contract and to provide any materials supplied to Blue Bee.

3. Scope, deliverables and assumptions

3.1 Blue Bee will provide the Services and Deliverables described in the Proposal.

3.2 Any assumptions, exclusions, dependencies, client responsibilities, timelines, or third-party requirements stated in the Proposal form part of the contract.

3.3 Anything not expressly included in the Proposal is out of scope and will be treated as Additional Work (see clause 8).

4. Client responsibilities and cooperation

4.1 The Client will:

- (a) provide timely instructions, feedback, approvals and content;
- (b) provide access to required systems/accounts when requested;
- (c) ensure all information it supplies is accurate and lawful; and
- (d) nominate a single point of contact (if requested in the Proposal).

4.2 If the Client does not comply with clause 4.1, Blue Bee may (without liability):

- (a) revise timescales;
- (b) charge additional Fees for wasted time or rework; and/or
- (c) suspend Services until the issue is resolved.

5. Fees, invoicing and payment

5.1 Fees are as stated in the Proposal and are exclusive of VAT unless expressly stated otherwise.

5.2 Blue Bee may invoice:

- (a) in advance, in stages, monthly, or on milestones as stated in the Proposal; and
- (b) for pre-approved Additional Work.

5.3 Unless stated otherwise in the Proposal, invoices are payable within 7 days of the invoice date by bank transfer or direct debit.

5.4 The Client must pay all undisputed amounts on time. If the Client disputes an invoice, it must notify Blue Bee in writing within 5 Business Days of receipt, explaining the dispute in reasonable detail. The Client must still pay any undisputed portion by the due date.

5.5 Blue Bee may require a deposit or payment in advance and may treat any deposit as non-refundable to the extent stated in the Proposal.

5.6 Price adjustments Where Services are provided on an ongoing or recurring basis, Blue Bee may adjust Fees to reflect increases in operating costs, including inflation. Any adjustment will apply only where expressly permitted by the relevant Proposal or Service Schedule and shall not apply to fixed-price or fully paid project work unless explicitly stated. Any permitted adjustment will be implemented in accordance with the applicable Proposal or Service Schedule.

6. Late payment and suspension

6.1 If any undisputed amount is not paid by the due date, Blue Bee may (without limiting any other rights):

- (a) charge interest on overdue sums at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998 (for B2B Clients), or otherwise at 4% per annum above the Bank of England

base rate, accruing daily;

(b) recover reasonable costs of collection (including debt recovery and legal fees); and/or

(c) suspend any or all Services on written notice until payment is received.

6.2 Suspension does not affect the Client's obligation to pay Fees when due.

7. Term, renewal and cancellation

7.1 The term, minimum term (if any), and notice period (if any) are as stated in the Proposal and/or Service Schedule.

7.2 No ambiguity rule (important):

If the Proposal states a minimum term, the Client may not terminate for convenience before the end of that minimum term unless the Proposal expressly allows it.

7.3 If the Proposal provides for a rolling service and includes a notice period, termination for convenience takes effect at the end of the notice period.

7.4 Termination does not affect Fees accrued or work performed up to termination. Any committed third-party costs remain payable.

8. Changes, scope creep and Additional Work

8.1 Any work outside the Proposal is Additional Work and will be quoted separately or charged at Blue Bee's standard rates (as stated in the Proposal or otherwise notified).

8.2 Blue Bee may pause work on Additional Work until the Client approves the scope and associated Fees in writing.

8.3 Changes requested by the Client may require revisions to timelines and Fees.

9. Intellectual property and licences

9.1 Client Materials. The Client grants Blue Bee a royalty-free licence to use Client-provided materials strictly as needed to deliver the Services.

9.2 Blue Bee Materials. Blue Bee retains ownership of its pre-existing materials, methods, templates, tools, code libraries and know-how (whether created before or during the Services).

9.3 Deliverables ownership. Subject to clause 9.4, once the Client has paid all Fees due, Blue Bee grants the Client a non-exclusive, perpetual licence to use the Deliverables for its own business purposes.

9.4 Payment condition. Until all Fees are paid in full, no rights in Deliverables transfer and Blue Bee may withhold delivery, access, publication or release of deliverables/source files.

9.5 Third-party items. Deliverables may include third-party materials (e.g., fonts, stock assets, plugins, licences). The Client must comply with third-party terms and pay any related fees unless stated otherwise in the Proposal. Blue Bee is not responsible for third-party changes, discontinuation, or pricing.

10. Confidentiality

10.1 Each party must keep the other's confidential information confidential and use it only to perform its obligations.

10.2 This clause does not apply to information that is public, independently developed, or required to be disclosed by law.

10.3 Confidentiality obligations survive termination for 2 years.

11. Data protection

11.1 Each party will comply with UK GDPR and the Data Protection Act 2018.

11.2 Unless agreed otherwise in writing, the Client is the controller of any personal data processed in connection with the Services and is responsible for lawful basis, privacy notices and compliance.

11.3 Where a data processing agreement is required, the parties will enter into one on request.

12. Warranties and disclaimers

12.1 Blue Bee warrants it will provide the Services with reasonable care and skill.

12.2 Except as expressly stated, all other warranties are excluded to the extent permitted by law.

12.3 Where Services involve marketing, SEO, advertising platforms or third-party algorithms, the Client acknowledges results cannot be guaranteed.

12.4 If AI-assisted tools are used, the Client remains responsible for reviewing and approving outputs before publication unless agreed otherwise in writing.

13. Liability

13.1 Nothing in the contract limits or excludes liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot legally be limited.

13.2 Subject to clause 13.1, Blue Bee is not liable for:

- (a) indirect or consequential loss;
- (b) loss of profits, revenue, goodwill, anticipated savings or business opportunity;
- (c) loss or corruption of data where the Client has not maintained appropriate backups; or
- (d) issues caused by third-party systems, hosting, platforms, plugins, or client changes outside Blue Bee's control.

13.3 Subject to clause 13.1, Blue Bee's total aggregate liability arising out of or in connection with the Services is limited to:

- (a) the Fees paid (and payable) for the relevant Services in the 3 months preceding the event giving rise to the claim for ongoing/recurring services; or
 - (b) the total Fees paid (and payable) for the relevant project for fixed-scope projects;
- in each case, capped at £10,000.

13.4 The Client must bring any claim within 12 months of the date it became aware (or should reasonably have become aware) of the facts giving rise to the claim.

14. Termination for cause

14.1 Either party may terminate immediately by written notice if the other:

- (a) commits a material breach and fails to remedy it within 14 days of notice; or
- (b) becomes insolvent or unable to pay debts.

14.2 Blue Bee may suspend or terminate immediately if the Client:

- (a) fails to pay undisputed invoices;
- (b) engages in abusive, threatening, discriminatory or persistently unreasonable behaviour; or
- (c) repeatedly fails to provide access, approvals or instructions needed to proceed.

14.3 On termination:

- (a) the Client must pay all Fees due up to the termination date, including committed costs;
- (b) Blue Bee will provide work completed up to that date once paid;
- (c) licences granted under clause 9 cease until payment is made in full.

15. Force majeure

15.1 Neither party is liable for delay caused by events beyond reasonable control.

15.2 Payment obligations are not suspended by force majeure.

16. General provisions

16.1 Non-solicitation: During the Services and for 6 months after, the Client will not solicit Blue Bee staff assigned to the account, except via general recruitment.

16.2 Assignment: The Client may not assign the contract without Blue Bee's written consent. Blue Bee may subcontract Services.

16.3 Notices: Notices must be in writing and sent to the email addresses stated in the Proposal (or updated in writing).

16.4 Severability: If any clause is invalid, the remainder remains in force.

16.5 Entire agreement: The Proposal, Service Schedule and these General Terms form the entire agreement and replace prior discussions.

16.6 Governing law: English law applies and the courts of England and Wales have exclusive jurisdiction.