October 2023

Journey to Grow Marketing

Standard Terms and Conditions

1. GENERAL

1.1 In these Terms and Conditions:

(a) “Agreement” means the commercial terms contained in any Proposal relating to the Services, and these Terms and Conditions.
(b) “I”, “We” or “Us” means Samantha Robb trading as Journey to Grow Marketing and her successors and assigns.
(c) “You” means the person, firm, company or entity buying Services from us.
(d) “Price” means the price for the Services indicated on the Proposal or an invoice issued by us.
(e) "Proposal” means our proposal, engagement letter or similar document provided to you detailing the Services, Price and any other key terms.
(f) “Services” means all Services we will supply to you under a Proposal or invoice relating to digital marketing advice, management and implementation.

2. PRICE

2.1 **Price plus tax:** You will pay the Price, together with the amount of any Goods and Services Tax or any other tax which may be payable in respect of the supply of Services or otherwise under these Terms and Conditions.

2.2 **Quotation:** Any quotation we have made for the supply of Services constitutes an invitation to treat and not a binding offer. All quotations lapse after 14 days but we reserve the right to change or withdraw any quotation without notice at any time.

2.3 **Change of Rates:** We reserve the right to change any previously notified hourly rate for casual work on 30 days’ written notice to you.

2.4 **Price variations:** The Price may be revised during provision of the Services in circumstances including but not limited to:

(a) you request that the Services be provided urgently, which means we need to make changes to other work scheduled;
(b) delays caused by you;
(c) you request additional work after sign-off;
(d) you choose to purchase additional Services;
(e) additional third party costs being incurred;
(f) where you request changes to the final work product; or
(g) other circumstances outside our control.

2.5 **Rush fees:** We reserve the right to apply an increase of up to 10% of the Price where you require the Services to be completed urgently.

2.6 **Termination:** Unless otherwise stated in our Proposal the following termination terms will apply:

(a) You may terminate this Agreement at any time on at least 30 days’ written notice. This notice period applies to Agreements where the fixed term has expired or monthly Agreements. During the notice period we will continue providing the Services while preparing to transfer accounts etc back to you. You agree that you will allow us to continue to perform the Services during the notice period including but not limited to not revoking our access to your accounts. If you prevent us from performing the Services we will be entitled to charge an additional fee for additional work undertaken as a result of your actions. Where termination occurs before we start our work any deposit paid may be refunded at our sole discretion.
(b) We may terminate this Agreement at any time on at least 2 weeks’ notice. In these circumstances we will provide you with handover information to assist your new provider.

If termination occurs after we have started to perform the Services, we reserve the right to charge you for work that has already been done where:

(c) the amount of any deposit paid is not enough to compensate us for that work; or
(d) you have not paid a deposit.

3. PAYMENT

3.1 **One-off or casual Services:** In order to confirm a request for one-off Services you may be required to pay the full Price or a deposit, as stated in our Proposal.

3.2 **Payment terms:** All our invoices are payable as stated in our Proposal or 7 days after the date of our invoice. We reserve the right not to progress the Services or release work to you until your account has been paid in full.

3.3 **Expenses:** Agreed out of pocket expenses will be invoiced in advance and we reserve the right not to progress the associated Services until we receive these payments.

3.4 **No deductions:** All payments by you will be full, free and clear of any deduction, withholding, set-off, counterclaim or other claim.

3.5 **Acceleration:** Notwithstanding the above credit period, full payment for all unpaid Services will become due immediately upon:

(a) You or any guarantor becoming insolvent or bankrupt;
(b) The commencement of any act or proceeding in which your or any guarantor’s insolvency is involved; or
(c) You or any guarantor resolving to wind up or being ordered to be wound up or having a receiver, liquidator of official manager appointed in respect of all or any of your assets; or
(d) You or any guarantor ceasing to trade.

4. PENALTY FOR LATE PAYMENT

4.1 **Default interest:** Failure by you to make payment in full of any amount payable pursuant to this Agreement on the due date constitutes a default and, without prejudice to any other rights or remedies available to us, simple interest at our bank’s current overdraft rate will be payable upon demand and from the due date until payment.

4.2 **Legal costs:** You will indemnify us against all loss, costs and expenses, including legal costs on a solicitor/client basis, which we may suffer or incur as a result of any failure by you to make due and punctual payment.

5. PERFORMANCE OF THE SERVICES

5.1 **Time:** We undertake to use reasonable endeavours to deliver the Services within the time specified by us but dates we give for performance will be indicative only. No date specified by you will be binding on us without our written agreement.

5.2 **Services to be supplied:** You acknowledge and agree that the Services are limited to those set out in the Proposal, invoice, or other similar document issued by us.

5.3 **Portfolio:** You agree that we may use samples of the work we have prepared on your behalf for the purposes of marketing our services and our business.

5.4 **Copyright:** Unless otherwise agreed, we retain intellectual property rights in all original work we have prepared on your behalf as part of the Services until the Price is paid in full. On receipt of full payment we can transfer final product to you on request. For the avoidance of doubt, due to the effect of technology licences on our work we are only able to transfer final product to you (as appropriate) rather than raw files.

5.5 **Declining Services:** We reserve the right to decline any request for work that we consider is contrary to our professional standards or that in our view may be harmful to your or our reputations. If you object to us declining any work under this clause we have the right to terminate this Agreement with immediate effect.

5.6 **Handover:** At the end of the term of this Agreement we will cease to access your advertising and media accounts.

6. YOUR OBLIGATIONS

6.1 **Nominated person:** You will nominate a person in your organisation to be our primary point of contact. That person will be responsible for complying with your obligations as set out in this clause, including obtaining sign-offs. We are entitled to rely on instructions and sign-offs given by that person and are not required to make further inquiry at any time.

6.2 Information:

(a) You will promptly provide us with any relevant information or material required to enable us to perform the Services. Any delays to providing us with material may result in unavoidable delays to completion of your work.

(b) Where information you give us is incorrect and we are required to undertake additional work we reserve the right to charge for such additional work.

(c) Where you supply us with images they must be of suitable quality or resolution. If they are not we may decline to use them.

(d) Requests for changes to text must be made in writing, either by email, notes on pdf file, or scanned written notes on hard copy. We cannot guarantee that textual changes requested orally will be implemented.

(e) It is your responsibility to carefully review all proofs/drafts after each round of changes to ensure that each entire proof/draft is free of errors, including spelling errors.

6.3 **Third Party Rights:** You warrant that:

(a) you own any material you provide to us, free of any claims or encumbrances and are entitled to provide that material to us; and

(b) any material you provide to us is yours and does not violate any existing intellectual property rights including, without limitation, copyright, trade mark, or any other proprietary or contractual rights.

6.4 **Disclaimer:** We do not accept liability for incorrect statements or representations in work done for you as part of the Services. It is your responsibility to ensure that all statements are accurate and comply with applicable laws before you sign off.

7. OUR WARRANTIES

7.1 We warrant that:

(a) We have the right to enter into this Agreement;

(b) We will perform the Services to a reasonable standard of care and skill;

(c) We will perform the Services in accordance with relevant laws.

7.2 We **do not** warrant that we will deliver any increase in revenue for your business.

8. LIABILITY

8.1 Limitation of liability:

(a) Account hacking: We will have no liability for loss where your advertising accounts are hacked or otherwise interfered with by third parties, and recommend you have appropriate insurance and protections in place.

(b) Claims: We will have no liability for unsatisfactory Services unless you notify us in writing of your claim within 7 days after performance of the Services.

(c) We will have the option, exercisable at our discretion, to replace or give credit for any services in respect of which any claim is made or proven or to refund a portion of the price paid for the Services, thereby fully discharging all our legal liability.

(d) If either party is liable for direct losses arising from a breach of this Agreement or for negligence, the liable party's obligation to pay damages or losses is limited to the Price paid for Services under this Agreement in the three months immediately prior to the event to which the liability relates. This limitation does not apply to any loss or damage caused by fraud, wilful breach or wilful damage.

(e) We are not liable for any loss caused by you, or any loss that results from your failure to take reasonable steps to avoid or minimise your loss. This includes loss caused by you providing us with incorrect information or by your delay leading to our Services becoming obsolete due to matters outside our control.

(f) Notwithstanding any other provision of this agreement, neither party will be liable for indirect, special, consequential or similar damages or losses, including but not limited to loss of profit or revenues or other financial or economic losses of any kind and whether or not the other party has been advised of the potential for such damages.

8.2 **Indemnity:** You will be liable for, and will indemnify Us against, any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by us, whether direct or consequential (including without limitation any economic loss or other loss of profits, business or goodwill), arising out of any dispute or contractual, tortious or other claim or proceeding brought against Us arising from any third party claim that the Work infringes a third party's intellectual property rights.

9. GENERAL

9.1 **Events outside our control:** If any cause beyond our reasonable control including but not limited to order of a government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring components or equipment, embargo, accident, emergency, act of God interfere with our performance of any of our obligations under these Terms and Conditions then we may at our sole discretion suspend our performance of any such obligation or cancel any contract for the purchase of Services and we will not be liable to you in any respect.

9.2 **Waiver:** These Terms and Conditions remain in force notwithstanding any neglect, forbearance or delay in enforcement. We will not be deemed to have waived any condition unless such waiver will be in writing and such waiver will only apply to the particular transaction to which it refers.

9.3 **Severability:** If any clause or provision of these Terms and Conditions will be held illegal or unenforceable by any judgment of any Court or Tribunal having competent jurisdiction, such clause will not apply to this Agreement. The remaining provisions of this Agreement will remain in full force and effect as if the clause or provision held to be illegal or unenforceable had not been included.

9.4 **Privacy Policy:** Any personal information collected by us in connection with this Agreement will only be used or disclosed for the purposes of ensuring performance of this Agreement and any future like arrangement or arrangements. This may include disclosure within our organisation and to other parties involved in performing the Services. We agree to comply with relevant privacy laws in respect of any personal information collected in connection with the provision of the Services and any future like arrangement or arrangements.

9.5 **Electronic Communications:** You consent to receive commercial electronic messages from us. If you wish to opt out of receiving these messages please do so using the 'unsubscribe' function.

9.6 **Confidentiality:** Each party must keep confidential during the term and after termination of this Agreement the existence and terms of this Agreement and all information of a confidential or sensitive nature supplied by the other party to this Agreement except to the extent that disclosure is required by law or where such information is or becomes available in the public domain without breach by a party of its confidentiality obligations under this Agreement. A party may disclose such information to its legal and other advisers, bankers and other persons who are subject to an obligation of confidentiality.