Terms and Conditions

These Terms and Conditions are the standard terms of engagement from Visually Explained Ltd, a company registered in England and Wales under company number 09342251 whose registered office is at Bowman House Business Centre, Whitehill Industrial Estate, Bowman Court, Whitehill Ln, Royal Wootton Bassett, Swindon SN4 7DB.

1. Definitions and Interpretation

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Services" means the provision of Social Media Support which may include training, content creation, video creation, image creation, advice or other services which We undertake to perform or provide for You under the Contract.

"Contract" means the agreement for the purchase and sale of Services, as explained in Clause 2;

"Price" means the price payable for Services;

"Output Material" means images, videos, analytics and other information prepared by Us in relation to the Services.

"We/Us/Our" means Visually Explained Ltd and includes all employees and agents of Visually explained Ltd.

"You/Your/Yours" means the organisation for whom provide Our Services;

"Writing" includes electronic mail, facsimile transmission and comparable means of communication.

2. The Contract

2.1. Any Quotation or Proposal given by Us shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

2.2. These Terms & Conditions and any Quotation or Proposal provide by Us constitute the entire Contract between You and Us.

2.3. The contract is considered to start when You have confirmed acceptance of Our Quotation or Proposal and will last for the duration as stated in the Quotation or Proposal unless terminated earlier in accordance with Clause 6.

2.4. This contract may be renewed on the agreement of both parties for a further period defined in an updated Proposal or Quotation which would replace the existing Quotation or Proposal that forms part of this contract.

2.5. The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

2.6. These Terms & Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.7. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

3. Description of Services

3.1. Services specific to this Contract will be outlined in the Quotation or Proposal that accompanies these terms and conditions.

3.2. In performing the Services, We shall develop a plan intended to improve the visibility of Your business profile on the selected social media sites.

3.3. You acknowledge that the Services will require You to enable Us to make posts on Your behalf across the social media sites included with the Service in order to influence the visibility and ranking of Your profile.

3.4. We provide no guarantees as to an increase in Your social media presence. While We will do our upmost to increase Your social media presence We give no guarantees to targets or specific figures. The service We provide is directly relational to management and therefore is a time saving and efficiency service.

3.5. We will perform the Services using our own staff. However, We reserve the right to sub-contract the whole or part of the work and We are not obliged to inform You of the same.

3.6. Our services will not be available on Weekends or UK Bank Holidays.

3.7. Any additional work or variations to the proposal will only be undertaken upon acceptance of a separate agreement with all costs to be agreed by both parties, in writing, before work commences.

4. Price and Payment

4.1. Prices specific to this Contract will be outlined in the Quotation or Proposal that accompanies these terms and conditions.

4.2. Additional charges may be applied for travel, accommodation and subsistence depending on the location where the Services are to be provided and the Term of this Contract. All additional charges will be agreed with You in advance.

4.3. Any disbursements incurred in the course of carrying Our Services on Your behalf will be added to Your next Invoice. No disbursements will be incurred without Your prior approval.

4.4. Where we have set up and paid for social media advertising on your behalf there will be an additional administration charge of 20% of the advertising costs.

4.5. You will be invoiced at the end of each calendar month for the duration of the contract.

4.6. Invoices are payable within fourteen (14) calendar days of the invoice date. The time of payment of the price shall be of the essence of the Contract.

4.7. In the event that this Contract is terminated by You prior to completion of the Services but where the Services have been partially performed, We will be entitled to pro rata payment of the Price to the date of termination provided there has been no breach of contract on Our part.

4.8. The Price as stated in the Contract does not include Value Added Tax ("VAT"). Any VAT required will be charged to You in addition to the Price. Our VAT registration number is 278007886

4.9. Our preferred method of payment is by BACS/Faster Payment. Our bank details are on Our Invoice. We also accept payment by cheque.

4.10. We reserve the right to withhold the provision of any Output Material created for you, until payment has been made and received in full.

4.11. If payment of the price or any part thereof is not made by the due date We may:

4.11.1. Cancel the Contract or suspend any further provision of the Services to You with immediate effect. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the Services,

4.11.2. Exercise our statutory right to charge interest at 8% above the Bank of England base rate on late business debts under provisions in the Late Payments of Commercial Debts (Interest) Act 1998.

4.11.3. Charge You the costs of recovery of any outstanding amount including legal costs and disbursements and charge any Bank charges incurred on representing cheques or requesting special clearance thereof.

5. **Client Responsibilities**

5.1. You shall be responsible for providing Us with the necessary login details to make posts and also for providing copy and/or information necessary for Us to ensure posts are fully effective.

5.2. You retain full responsibility for maintaining Your social media profile and all links and content contained therein.

5.3. You acknowledge that Our ability to provide the Services is dependent upon Your full and prompt co-operation as well as the accuracy and completeness of any information and data You provide to Us. Accordingly, You shall, in a timely manner, provide Us with access to, and use of, all information, data and documentation reasonably required by Us for the performance by Us of Our obligations under the Contract.

5.4. You agree to follow Our reasonable instructions and procedures with respect to the Services. You agree to provide Us with all relevant information and images, in an acceptable format, as requested by Us prior to project commencement.

5.5. We shall not be required to create any content which in Our opinion is, or may be of, an illegal or libellous nature or an infringement of the proprietary or other rights of any third party. We shall be indemnified by you in respect of any claims, costs and expenses arising

out of any libellous matter or any infringement of copyright, patent, design of or any other proprietary or personal rights contained in any Copy created for You. The indemnity shall extend to any amounts paid on a solicitor's advice in settlement of any claim.

5.6. Where We are required to perform the Services on Your premises, You agree to provide a full and safe working environment for Our staff and contractors including any relevant safety wear and equipment as may be necessary in performing the required Services.

5.7. You agree to ensure that the Our staff and any sub-contractors engaged by Us are informed of all relevant health & safety requirements of Your site at the outset of any Services performed.

5.8. You agree to have in place suitable employer's liability and public liability insurance at all times that the Services are performed by Us on Your premises.

6. Cancellation

6.1. You may terminate this Contract at any time by giving one (1) months' notice subject to sub-clause 4.6.

6.2. We reserve the right to terminate the Contract with immediate effect in the event of any of the following:

6.2.1. You commit a material breach of the Contract and, in the case of a breach capable of being remedied, fail to remedy it within a reasonable time of being given written notice from Us to do so; or

6.2.2. You commit a material breach of the Contract which cannot be remedied under any circumstances; or

6.2.3. You pass a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

6.2.4. You cease to carry on Your business or substantially the whole of Your business; or

6.2.5. You are declared insolvent, or convene a meeting of creditors or make or propose to make any arrangement or composition with Your creditors; or

6.2.6. A liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of Your assets.

6.3. All notices of termination of the Contract should be submitted to the other Party in Writing.

7. Our Liability

7.1. Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury resulting from the negligence of that party or their employees, agents or sub-contractors, for fraudulent misrepresentation or concealment or for any other liability that cannot be in any way excluded or limited at law.

7.2. Except as otherwise expressly provided in the Agreement:

7.2.1. Our liability to You in contract, tort, negligence or otherwise arising out of or in connection with the Agreement or the performance or observation of its obligations under the Agreement shall be limited in aggregate to the monthly charges paid by You to Us under the Agreement; and

7.2.2. We shall not be liable in contract, tort, negligence or otherwise arising out of or in connection with this Agreement for any economic losses (including, without limitation, any loss of profits, business, contracts, goodwill, revenue or anticipated savings) or any special, indirect or consequential losses or any destruction of data arising out of or in connection with the Agreement.

7.3. You shall fully indemnify Us and shall keep Us fully indemnified against any claims, liability, losses, damage, costs and expenses (including reasonable legal fees) arising from Your use of the Service and any information, data or material produced, transmitted or downloaded on or via the Service.

7.4. This indemnification will survive the termination of this Contract.

8. Events Outside of Our Control (Force Majeure)

8.1. We shall not be liable for any delay or failure to perform any of Our obligations if the delay or failure results from events or circumstances outside Our reasonable control. These include, but are not limited to, acts of God, power failure, internet service provider failure, industrial action, war, fire, explosion, acts of terrorism, governmental action, epidemic or other natural disaster, or any other event that is beyond Our control, and We shall be entitled to a reasonable extension of Our obligations. If the delay persists for such time as We consider unreasonable, We may, without liability on Our part, terminate the Contract.

8.2. If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under sub-Clause 6.1 above.

9. Communication and Contact Details

9.1. If you wish to contact Us with questions or complaints, you may contact Us by telephone at 07881 628807, by email at yoh@ve4.co.uk

10. Intellectual Property Rights

10.1. All materials provided for training purposes including graphics, text products, software, audio, music and design are owned by Us. No content in whole or in part may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way without Our prior written permission. Any such use is strictly prohibited and will constitute an infringement of Our copyright and other intellectual property

10.2. While We are not aware, to the best of Our knowledge, that any Output Material is in infringement of any design rights, copyright or other Intellectual Property Rights of any third party, We do not give any particular warranty in this respect.

10.3. We reserve the right to use any images and videos produced as part of the Services in our marketing.

11. Confidentiality and Data Protection

11.1. Confidential Information (the "Confidential Information") refers to any data or information relating to your business which would reasonably be considered to be proprietary to You including, but not limited to, Output Material, business processes and client information and that is not generally known in your industry and where the release of that Confidential Information could reasonably be expected to cause You harm.

11.2. All written and oral information and material disclosed or provided by You to Us under this agreement is Confidential Information regardless of whether it was provided before or after the date of this agreement or how it was provided to Us.

11.3. On the conclusion or termination of the Contract both parties shall cease to use all copies of confidential information obtained from the other except in so far as the law requires the information be retained in which event it shall be kept until such period is over and in any event kept strictly confidential under the provisions of this clause.

11.4. Both parties shall ensure that they, their employees, agents and sub-Contractors shall observe the requirements of all UK Data Protection legislation and any amendments or revisions thereto in the provision and use of the subject matter of the Contract and personal data processed under it and shall comply with any request made or direction given to the other which is directly due to the requirements of such Legislation.

11.5. All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of UK Data Protection legislation and your rights under that legislation.

11.6. Any and all Data supplied by You to Us is held in accordance with Our privacy policy available for inspection on our website.

12. Other Important Terms

12.1. In the event that any of the provisions of the Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

12.2. The contract between You and Us for the sale of Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by You, without Our prior written consent.

12.3. No failure or delay by Us in exercising any of Our rights under this Contract means that We have waived that right, and no waiver by Us of a breach of any provision this Contract means that We will waive any subsequent breach of the same or any other provision.

13. Governing Law and Jurisdiction

13.1. This Contract shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Visually Explained Ltd

Signature *Date*	*Signature* *Date*
Printed Name	*Printed Name*
Title	*Title*