

Our terms and Conditions – Jarrett Digital Ltd

1. **These terms**

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services and digital content.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3 **Our entire agreement with you.** These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. **Information about us and how to contact us**

- 2.1 **Who we are.** We are Jarrett Digital Ltd a trading style of Claire Jarrett. Our office is The Hive, Beaufighter Rd, Weston Super Mare, UK, BS24 8EE
- 2.2 **How to contact us.** You can email us at team@clairejarrett.com. We are an online company and do not provide telephone support although we offer Zoom calls upon request.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. **Our contract with you**

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for because we have identified an error in the price or description of the service or because we are unable to meet a delivery deadline you have specified.

3.3 **Subcontractors.** The contract under these terms and conditions is mutually non-exclusive and we shall be entitled, at our own expense, to subcontract the performance of any of our services.

4. **Your rights to make changes**

If you wish to make a change to the service you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. **Our rights to make changes**

5.1 **Minor changes to the services.** We may change the services:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the services.

6. **The Services**

6.1 In this section the definitions have the following meaning:

“Designated Search Engine” means a search engine on which we shall perform the PPC Services;

“PPC Campaign” means a pay-per-click advertising campaign set up by us for and on behalf of you in the course of providing the PPC Services;

“PPC Services” means the pay-per-click advertising management services to be provided by the us as more particularly described in Schedule 1;

“PPC Setup” means the setting up of the PPC Campaign(s) as is more fully described under the description of PPC Services in Schedule 1; and

“Required Information” means the information (and materials) which you must supply to us to enable us to carry out the PPC Services as defined in Schedule 1.

“Social Media Marketing Services” means the social media marketing services including but not limited to webinars, automated email services, landing pages and Facebook advertisements to be provided by us for you in accordance with these terms and conditions as defined in Schedule 1.

6.2 **Commencement of Services.** We shall, provide the agreed Social Media Marketing Services and/or PPC Services until the project is terminated in accordance with paragraph 8 or 9.

6.3 **The Services we provide.** We shall provide the PPC Services and/or Social Media Marketing Services specified in Schedule 1 in accordance with these terms and conditions we shall base the PPC Setup and its provision of the PPC Services upon the Required Information provided by you.

6.4 **The PPC Services.** Upon receipt of the Required Information from you, we shall conduct keyword research which shall include, but not necessarily be limited to, an examination of your website, online research and the use of other suitable methods and tools before we implement the PPC Services.

6.5 **Social Media Marketing Services.** We will require your access credentials for the social media platforms to provide the Social Media Marketing Services. You agree to provide this information as soon as possible upon request. You authorise us to use your access credentials solely for the purposes of providing the Social Media Marketing Services. All such information is hereby designated Confidential Information and shall be treated accordingly, as described under paragraph 14.

6.6 **Ongoing reporting.** Following the successful commencement of the PPC Campaign(s) and/or the Social Media Marketing Activities we shall prepare and submit to you a visibility report demonstrating the results and effectiveness of the PPC Campaign(s) and/or Social Media Marketing Activities. **Nothing in this paragraph 6 shall imply that we have exclusive management of any social media platforms operated by you except where expressly agreed in writing between you and us.**

7. Providing the services

7.1 **When we will provide the services.** We will supply the services to you from the date set out in the order. Estimated timeframes for implementation of the services is as confirmed to you during the order process.

- 7.2 **We are not responsible for delays outside our control.** If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
- 7.3 **What will happen if you do not provide required information to us.** We will need certain information from you so that we can provide the services to you. We will contact you to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see paragraph 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.4 **Reasons we may suspend the services.** We may have to suspend the services to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the services to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the services as requested by you or notified by us to you (see paragraph 5).
- 7.5 **We may suspend the services if you do not pay.** If you do not pay us for the services when you are supposed to (see paragraph 11.2) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see paragraph 11.4). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see paragraph 11.3).

8. Your rights to end the contract

- 8.1 You can always end the contract before the services have been supplied and paid for. You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.
- 8.2 **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

- (a) we have told you about an upcoming change to the services or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (c) there is a risk the services may be significantly delayed because of events outside our control;
- (d) we suspend the services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 14 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

8.3 **What happens if you end the contract without a good reason.** Unless you have a right to end the contract immediately (see paragraph 8.1), the contract will not end until 30 days after the day on which you contact us. We will refund any advance payment you have made for services which will not be provided to you. For example, if you tell us you want to end the contract on 4 February the services will stop on 3 March. We will only charge you for services up to 3 March and will refund any sums you have paid in advance for services after 3 March.

8.4 **How to end the contract with us (including if you change your mind)**

8.5 **Tell us you want to end the contract.** To end the contract with us, please let us know in writing by emailing Claire Jarrett at team@clairejarrett.com

9. **Our rights to end the contract**

9.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in paragraph 9.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. **We may stop providing the services.** We may write to you to let you know that we are going to stop providing the services. We will let you know at least 7 days in advance of

our stopping the services and will refund any sums you have paid in advance for services which will not be provided. If there is a problem with the service.

- 10.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact Claire Jarrett in writing at team@clairejarrett.com

11. Price and payment

- 11.1 **Where to find the price for the services.** The price of the services (which includes VAT sales tax if applicable) will be the price set out in Schedule 1 at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of services advised to you are correct. **Our services do not include the price payable to third party suppliers for the provision of 'Price per Click' operations.** We shall keep you fully informed of any and all sums due in relation to the PPC Campaign(s) by ensuring you have access to the relevant online account. You shall transfer all such sums directly to the supplier.

- 11.2 **When you must pay and how you must pay.** You must make a monthly advance payment for the services. We will invoice you monthly in advance for the services until the services are completed. You must pay each invoice within 7 calendar days after the date of the invoice. We accept recurring debit card or credit card, Paypal and ACH / Direct Debit as methods of payment. We do not accept payment in arrears. We must hold a valid card on file at all times.

- 11.3 **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see paragraph 11.2) we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

- 11.4 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12. Our responsibility for loss or damage suffered by you

- 12.1 Nothing in these terms shall limit or exclude our liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;

- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 12.2 Except to the extent expressly stated in paragraph 12.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 12.3 Subject to paragraph 12.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, damage to any brand (including by way of adverse commentary on any social media advertising campaigns) or any indirect or consequential loss arising under or in connection with any contract between us.
- 12.4 With regards to the PPC Services you understand and acknowledge the following:
 - (a) We cannot control search engines and cannot provide any guarantee of success;
 - (b) We cannot control search engines and cannot provide any guarantee that the Designated Search Engine(s) will not change their policies or functionality in such a way that will have a detrimental effect on the effectiveness of the PPC Campaign(s); and
 - (c) We accept no responsibility for any detrimental effect on the effectiveness of the PPC Campaign(s) which results from any activity of yours or any third party including, but not limited to, alterations to your website.
- 12.5 The effectiveness of the PPC Campaign(s) will be determined in part by the budget allotted thereto and available therefor. Failure by you to make the required budget(s) available may have a negative effect on the related PPC Campaign(s). We accept no responsibility for any such negative effects.

13. Warranties and Indemnity

- 13.1 In this section the definitions have the following meaning:

“Intellectual Property Rights” means (a) any and all rights in any patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights

13.2 You represent, warrant, undertake, and agree with us as follows:

- (a) The website and the Required Information shall be original to or otherwise owned by you and shall not infringe any copyright, other Intellectual Property Rights, moral rights, rights of privacy, rights of publicity, or any other rights whatsoever of any person;
- (b) the website and the Required Information shall not, under the laws of England and Wales be obscene, blasphemous, offensive to religion, or defamatory of any person and shall not contain any material which has been obtained in violation of the Data Protection Act 1998, the Freedom of Information Act 2000, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Official Secrets Act 1989, or any analogous domestic or foreign legislation and nothing contained in the Website or the Required Information will constitute a contempt of court;
- (c) you shall not enter into any agreement or arrangement which might conflict with our rights under these terms and conditions or might interfere with the performance of our obligations under these terms and conditions;
- (d) you undertake to indemnify us and keep us at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision the legal costs of us on a solicitor and own-client basis), awards, or damages howsoever arising – directly or indirectly – as a result of any breach or non-performance by you or any of your undertakings, warranties, or obligations under these terms and conditions; and
- (e) The Intellectual Property Rights subsisting in material provided by us shall be assigned to you upon receipt of all relevant sums due in consideration of the PPC Services/Social Media Marketing Services.

14. Confidentiality

14.1 In this section the definitions have the following meaning:

“Confidential Information” means, in relation to either party, information which is disclosed to that party by the other party pursuant to, or in connection with the project

(whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

- 14.2 You undertake that you shall at all times during the continuance of the relationship to:
- (a) keep confidential all Confidential Information;
 - (b) not disclose any Confidential Information to any other party;
 - (c) not use any Confidential Information for any purpose other than as contemplated by our relationship;
 - (d) not make any copies of, record in any way or part with possession of any Confidential Information; and
 - (e) ensure that (as applicable) none of its directors, officers, employees, agents or advisers does any act which, if done by that party, would be a breach of the provisions of this paragraph 14.
- 14.3 Subject to sub-Paragraph 14.4, either party may disclose any Confidential Information to:
- (a) any of their sub-contractors, substitutes, or suppliers;
 - (b) any governmental or other authority or regulatory body; or
 - (c) any of their employees or officers or those of any party described in sub-Paragraphs 14.2(a) and 14.2 (b).
- 14.4 Disclosure under sub-Paragraph 14.2 may be made only to the extent that is necessary for the purposes contemplated by our relationship or as required by law. In each case the disclosing party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in sub-Paragraph 14.2 or is an authorised employee or officer of such a body, the disclosing party must obtain and submit to the other party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 14.5 Either party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that party.
- 14.6 When using or disclosing Confidential Information under sub-Paragraph 14.4, the disclosing party must ensure that it does not disclose any part of that Confidential Information which is not public knowledge.

15. How we may use your personal information

15.1 We will use the personal information you provide to us:

- (a) to supply the services to you;
- (b) to process your payment for the services; and
- (c) if you agreed to this during the order process, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us.

16. Other important terms

16.1 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.3 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

16.4 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

SCHEDULE 1

The PPC Services

Set up cost as outlined in email and accompanying quotation

Monthly costs as outlined in email and accompanying quotation

Required Information

Access to Google Analytics

Access to existing Google Ads account

Access to Google Tag Manager account (if available)