

Social Plus

Customer Terms & Conditions



In Commercial Confidence

Introduction

This contract describes the services that the client' will receive from Social Plus Ltd (the supplier').

This contract should be read alongside the service level agreement (SLA) that applies to it. The SLA describes what levels of service are acceptable.

Purpose

The supplier will provide digital marketing services to the client.

Exclusions

As this support contract is written in a spirit of partnership, the supplier will always make the best possible efforts to provide the services detailed.

- The contract depends on the customer providing any agreed information in the timescale agreed to enable the services detailed above to be delivered in the time agreed.
- If the client has made **additional** changes or requested additional services outside of the contractual services detailed above the SLA will not be enforceable unless agreed in writing beforehand.
- If the client has prevented the supplier from **performing the agreed services**, there may be a delay in Social Plus meeting the agreed SLA.

This contract does not apply to circumstances that could be reasonably said to be beyond the supplier's control. For instance: floods, war, acts of god and so on.

This contract also does not apply if the client fails to pay agreed supplier invoices on time.

Having said all that, Social Plus Ltd aims to be helpful and accommodating at all times, and will do its absolute best to assist and deliver all requests.

Responsibilities

Key supplier responsibilities

The supplier will look to deliver the agreed services to the client.

Additionally, the supplier will:

- Ensure the account is reviewed weekly and all information is updated in Trello.
- Respond to additional support requests as described in the SLA — and within reasonable time, in any case.
- Do its best to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with the client at all times.
- Provide a monthly report that's details all services and responsibilities have been met and a review of the results.

Key client responsibilities

The client provide all information to allow Social Plus to complete all agreed work.

Additionally, the client will:

- Notify the supplier of issues or problems in a timely manner.
- Provide the supplier with information that's is key to Social Plus delivering the agreed services.
- Keep the supplier informed about potential changes to the weekly services. For example, if additional work is needed the supplier may be able to adjust the following weeks work.
- Maintain good communication with the supplier at all times.

Agreed Terms

1. COMMENCEMENT AND DURATION

- 1.1 The Supplier shall provide the Services to the Customer in accordance with this agreement.
- 1.2 The Supplier shall provide the Services from the agreed start date.
- 1.3 This agreement shall continue for a minimum period of 12 months.

2. SUPPLIER'S RESPONSIBILITIES

- 2.1 The Supplier shall use reasonable care, skill, and diligence to provide the Services and deliver the Deliverables to the Customer.
- 2.2 The Supplier shall use reasonable endeavours to meet any performance dates but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this agreement.
- 2.3 The Supplier shall use reasonable endeavours to observe, all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises.

3. CUSTOMER'S OBLIGATIONS

- 3.1 The Customer shall use reasonable endeavours to:
 - (a) co-operate with the Supplier in all matters relating to the Services;
 - (b) provide, in a timely manner, any Material and other information as the Supplier may reasonably require, and ensure that it is accurate in all material respects;
 - (d) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Supplier's Equipment, the use of In-put Material and the use of the Customer's Equipment in relation to the Supplier's Equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Service are to start;
- 3.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
- 3.3 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

4. CHANGES TO THE AGREEMENT

4.1 If either party wishes to change the scope or execution of the Services it shall submit details of the requested change to the other party in writing.

4.2 The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

4.3 Unless both parties' consent to a changes in writing there shall be no change to the Services and any other terms of this agreement.

5. CHARGES AND PAYMENT

5.1 All services are provided for a minimum 12 month period, monthly payments for all services will be collected monthly by direct debit. The direct debit agreement must remain in place for the duration of the agreement. Social Plus reserve the right to suspend all services if payment is not made or the direct debit agreement is cancelled without prior agreement.

5.2 Where the Services are provided on a time and materials basis:

(a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard hourly, daily and monthly fee rates, as amended from time to time by the Supplier giving not less than 1 (one) month's written notice to the Customer.

(b) all charges quoted to the Customer shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate;

5.3 Where the Services are provided for a fixed price:

(a) The total price for the Services shall be the amount detailed on the proposal document.

(b) The Customer shall pay the total price in full to the Supplier.

5.4 All parties agree that the Supplier may review and increase its standard daily fee rates provided that such charges cannot be increased more than once in any 6 (six) month period. The Supplier shall give the Customer written notice of any such increase one month before the proposed date of that increase.

5.5 The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Supplier.5.6

5.6 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date:

(a) the Supplier may suspend all Services until payment has been made in full.

(b) All sums payable to the Supplier under this agreement shall become due immediately on its termination.

(c) All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. INTELLECTUAL PROPERTY RIGHTS

6.1 As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Supplier. If this agreement expires or is terminated the customer retains this licence provided all outstanding and owed fees have been settled in accordance with this agreement.

6.2 The Customer acknowledges that, where the Supplier does not own any of the Pre-existing Materials, the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.

6.3 The customer authorises the supplier to use the customer's business name and logo on the suppliers social media and website.

7. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY

7.1 The Customer undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, its employees, agents, consultants or subcontractors and any other confidential information.

7.2 The Customer may disclose the Supplier's confidential information to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement.

7.3 The Customer shall not use the Supplier's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

7.4 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer shall, at all times be the exclusive property of the Supplier;

8. LIMITATION OF LIABILITY

8.1 The Supplier shall not be liable to the Customer, whether in contract, for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) loss of use or corruption of software, data or information; and
- (g) any indirect or consequential loss.

8.2 Subject to clause 10.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to £25,000

9. TERMINATION

Either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts.
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint

9.2 Over the term of this agreement, in deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

9.3 Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if:

(a) the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or

(b) there is a change of control/ownership of the Customer.

9.4 Either party may terminate this Agreement for any reason, by giving the other party not less than 90 days' notice of their intention to do so after the duration of the agreed minimum term.

10. CONSEQUENCES OF TERMINATION

10.1 On termination or expiry of this agreement:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

(b) the Customer shall, within a reasonable time, return all of the Supplier's Equipment, Pre-existing Materials and Deliverables. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them.

10.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

11. DATA PROTECTION

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. Both parties must comply with Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor of Personal Data processed under this Agreement (where Data Controller, Data Processor and Personal Data have the meanings as defined in the Data Protection Legislation).

11.3 Without prejudice to the generality of clause 13.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

(a) process that Personal Data only on the written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer (if requested), to protect against unauthorised or unlawful processing of

Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay (and in any event within 48 (forty-eight) hours on becoming aware of a Personal Data breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by the Customer or the Customer's designated auditor.

11.5 The Customer does not consent to the Supplier appointing any third party processor of Personal Data under this Agreement.

11.6 Either party may, at any time on not less than 30 days' notice, revise this clause 13 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

12. BEYOND REASONABLE CONTROL

12.1 Beyond reasonable control means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (e) collapse of buildings, fire, explosion or accident; and
- (g) interruption or failure of utility service.

12.2 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the beyond reasonable control event notify the other party in writing detailing the date on which it started, its likely or potential duration.
- (b) use all reasonable endeavours to mitigate the effect of the beyond reasonable control event on the performance of its contractual obligations.

13. SEVERANCE

13.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

13.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended and achieves the intended commercial result of the original provision.

14. CONFLICT

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

15. NOTICES

15.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to hello@social-plus.media

16. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.