**TERMS AND CONDITIONS – SERVICES AGREEMENT**

**Application and entire agreement**

1. These Terms and Conditions apply to the provision of the services detailed in our quotation by LA Marketing a company registered in England and Wales under number 8949506 whose registered office is at 6 Northlands Road, Southampton SO15 2LF (we) to the person buying the services (you).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (the Contract) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**Explanation of Services:**

1. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
2. We will use reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation, however, time shall not be of the essence in the performance of our obligations.
3. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

**Scope of Work**

1. LA Marketing shall perform for the Client those services and deliver to the Client those items listed in the Scope of Work which is included in the project estimate/invoice. Anything that is not listed therein is not included and is not implied to be included.

1. LA Marketing shall perform the services listed in the scope of work section within estimate/invoice. Unless listed within the Invoice, client is responsible for all copywriting, assets necessary for the campaigns. And all associated Client content used in funnel, courses, product or services.

**Days We Are Open**

Office hours are 9:00 AM GMT - 5:30 PM GMT, Monday-Thursday (no weekends)

Office closed on UK observed bank holidays and December 22nd-January 2nd.

**How-To Communicate**

Office number: 01747 850403

Email: enquiries@lamarketing.co.uk

*Emails, conference and phone calls are handled during office hours.*

1. Although my team and I almost always respond evenings and weekends, it is not guaranteed and should not be expected. We do not text and all employees are instructed not to respond to text messages.

**Expectations**

1. **Happy Work-Life Balance Means Fresh Creative and Awesome Work**
My team and I love working on your projects, we have a family like you so please respect the office hours and refrain from calling personal mobile phones or expecting work to be completed over the weekend unless this has already been discussed and agreed upon.
2. **No Elephants in the Room (our offices are too small for them)**I, Alison Boyle and my team are trained to speak our minds with respect to you and to acknowledge your concerns and situations when we do so. It will never be the intent of myself or my team to offend you but we don't sugar coat situations. Expect open, honest real conversations between us adults and if there's an issue or missed expectation then let's address it, find the solution and move on. No flowery language or dancing around the topic!
3. **Planning Ahead with Goals Makes You Happy and Stress Free**It is important that we work together based on a strategy for the results you wish to achieve. This includes planning ahead for special requests. Last minute requests or requests with unexpected, 48hr or less turn-around times may not always be honoured based on current workloads and may be subject to a rush charge. My team and I want you to succeed; planning ahead will ensure we get your needs and priorities handled when you want them done.

**Conversion from Project Services to Retained Services**

1. Client may elect to convert a Project Services Agreement to a Retained Services Agreement upon written agreement between the Parties and completion of a Retained Services Addendum. LA Marketing shall not apply paid Project Services fees to a Project Service Agreement that has been converted to a Retained Services Agreement unless LA Marketing explicitly agrees to do so in writing.

**Your Obligations**

1. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
2. If you do not comply with clause 15, we can terminate the Services.
3. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).
4. In the event that Client does not contact LA Marketing or respond to LA Marketing’s attempt to contact Client for a period of ninety days, LA Marketing may suspend services. In such event, fees will continue to accrue as set forth herein. Further, under those circumstances, LA Marketing may also elect to terminate this Agreement at its option.
5. From 1st October 2017, we have a new webhosting server provider. All new and existing clients whose websites we host must adopt a Website Care Package (paid monthly) in order to maintain the security and updates to the website. Failure to do this can result in your website becoming compromised for which we, the supplier, are not liable nor responsible on any part. All our websites use a shared server, which means when a website is compromised, it’s entirely possible that it may also compromise other websites using the same server, hence the importance of minimising any risk your website may cause.

**Election to Terminate**

1. LA Marketing may suspend services at any time that Client is in arrears or has refused to pay amounts due under this Agreement. In such event, fees will continue to accrue as set forth herein. Further, under those circumstances, LA Marketing may also elect to terminate this Agreement at its option.

**Fees**

1. The fees for the Services are set out in the quotation and are on a time and materials basis.
2. Domain Names we manage on your behalf. From 1st October 2017, we now have an additional administration fee for managing all domain names. This is payable each time fee invoice is raised for payment. Currently the administration fee is £25.00. Should you wish to not pay the fee, but take back control of your domain name, you must provide details of the new provider for where to transfer the domain name to. Domain names cannot be transferred within 60 days of its renewal date. Sixty days must pass before the transfer can take place.
3. In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.
4. You must pay for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable rate in effect at the time of performance or such other rate as maybe agreed between us. The provisions of clause 21 also apply to these additional services.
5. The Fees are of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

**Cancellation and amendment**

1. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 7 Days from the date of the quotation, (unless the quotation has been withdrawn).

1. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
2. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
3. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party’s control), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

**Payment**

1. We will invoice you for payment of the Fees as set out in the quotation.
2. You must pay the Fees due within 7 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
3. Time for payment shall be the essence of the Contract.
4. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above we will charge you interest at the rate of 5% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
5. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
6. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
7. Receipts for payment will be issued by us only at your request.
8. All payments must be made in pounds sterling, unless otherwise agreed in writing between us.

**Refunds**

1. **Sales Final and Non-Refundable**: All forms of payment should be made out to LA Marketing. LA Marketing puts a great deal of time and resources into every client’s project even before the projects officially start. To ensure LA Marketing’s staff and Client is committed to the agreed upon terms, all services purchased by Client are non-refundable and all sales are final.
2. **Carrying Fee**: In the unfortunate circumstance of a balance being owed to Consultant, there will be a monthly Carrying Fee charged to the outstanding balance in the amount of 3% per month.

**Sub-Contracting and assignment**

1. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
2. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

**Delays**

1. Client Delays: If Client, delays project timeline, the timeline for payments due will NOT be affected as this is a Client delay, not Consultant delay.
2. Consultant Delays: If Consultant delays project timeline, the payment timeline will adjust based on when the above milestones are achieved and Client will not have to pay until then.

**Limited Revisions**

1. **Copy**If Scope of Work includes Copy: The Client is provided with one (1) hour of unlimited copy revisions. After the one hour of free time has been used, Client will be billed at £100/hour.
Services are billed in 30-minute time blocks.
2. **Campaign Automation**If Scope of Work includes Campaign/Automation Services: The Client will receive one (1) free hour of campaign revisions for marketing automation using Infusionsoft. After the one hour of free revisions is used, the Client will be billed at £100/hour.
Services are billed in 30-minute time blocks.
3. **Graphic Design**If Scope of Work includes Design Services: The Client is provided with one (1) hour of unlimited design revisions. After the one hour of free time has been used, Client will be billed at £65/hour.
Services are billed in 30-minute time blocks.
4. **Expiration**Expiration: All revisions, used or unused, expire within 10 calendar days from date of project completion.

**Limited Warranty**

1. Limited Warranty for Project Work: The services rendered by Consultant are guaranteed for 30 days from date of project completion.

1. Limited warranty is voided if Client makes changes or alterations to the work completed by Consultant.
2. Warranty does not cover technological factors including, but not limited to software compatibility, SAAS updates, API integrations or features that are no longer supported by owner of technology (such as plug-ins or features in software and/services).

**Non-Disclosure Agreement**

1. Each party agrees that it will not reproduce, disclose to others or use for any purpose other than performing its obligations under this Agreement any of the Confidential Information of the other party for the term of this Agreement and for a period of two (2) years after the expiration or earlier termination of this Agreement. Each party agrees that it will not reproduce, disclose to others or use for any purpose other than to perform its obligations under the Agreement any of the Trade Secrets of the other party at any time during or after the term of this Agreement or until such Trade Secrets lose their status as such by becoming generally available to the public by independent discovery, development, or publication.

**Termination**

1. We can terminate the provision of the services immediately if you:
2. Commit a material breach of your obligations under these Terms and Conditions; or

1. Fail to make pay any amount under the Contract on the due date for payment; or
2. Are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
3. Enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
4. Convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para 14. Of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

**Intellectual property**

1. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.
2. Any intellectual property created in furtherance of relationship between the parties, whether as the result of the work of one party or the joint efforts of the parties, shall be the sole intellectual property of LA Marketing, who shall have the sole right to maintain or obtain copyright, patent or trade secret protection for such developments. For any and all intellectual property that LA Marketing recommends that Client publish under its own name, Client shall be deemed to have been granted a fully-paid license to use, publish and create derivative works based on that property.

**Right to Showcase Work**

1. Client hereby grants LA Marketing the right to use and publish Client’s Name and Trademark in LA Marketing’s marketing materials solely for the purpose of LA Marketing’s marketing of LA Marketing’s products and services and not to represent any product or service as the product or service of Client.

**Non-Solicitation**

1. The parties mutually agrees that during the term of this Agreement, and for a period of one (1) year following the date of termination of this Agreement, neither shall, directly or indirectly, solicit…any individual…(“Personnel”), to leave their employment or engagement with the other party. In the event of a default of this Section by one party…the defaulting party agrees to compensate the other party in an amount equal to one hundred percent (100%) of such Personnel compensation for the first year of engagement or employment by the defaulting party.

**No Guarantee of Results**

1. Except as set forth herein, in no event shall LA Marketing or any of LA Marketing’s owners, officers, shareholders, employees, agents, contractors, subcontractors or affiliates be liable to Client or any of its affiliates for any consequential, incidental, indirect, special, punitive or exemplary damages (including, without limitation, lost profits, business or goodwill) suffered or incurred by such other party or its affiliates in connection with this Agreement.

**Liability and indemnity**

1. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise shall be limited as set out in this clause.

1. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
2. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or performance of any of our other obligations under these Terms and Conditions or the quotation for:
3. An indirect, special or consequential loss, damage, costs or expenses, or;
4. Any loss of profits, loss of anticipated profits, loss of business, loss of data, loss of reputation or goodwill, business interruption or, other third party claims, or
5. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
6. Any losses caused directly or indirectly by any failure or your breach in relation to your obligations, or
7. Any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
8. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

1. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

**Retained Services Addendum**

1. Fortunately, all of the terms for Retained Services are already in your Service Agreement, so we don’t have to do all the legal stuff again. But this Addendum does changes which paragraphs apply:
	1. Section 3 doesn’t apply to services we’ll be giving you from now on.
	2. Section 2 didn’t apply before, but will when you sign this.
	3. All the other Sections of the Service Agreement work for both kinds of Services. So those all apply either way.

**30-Day Cancellation Notice**

1. Client may cancel on-going retained service, upon 30-days’ notice sent to LA Marketing via email. The 30-day cancellation notice begins on the date of email receipt.

**Rolling Agreement**

1. Retained services will continue to be billed until the noticed 30-days has ended.

**Circumstances beyond a party’s control**

1. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

**Communications**

1. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised office of that party).
2. Notices shall be deemed to have been duly given:
3. When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient.
4. When sent, if sent by email,
5. On the fifth business day following mailing, if mailed by national ordinary mail, or
6. On the tenth business day following mailing if mailed by airmail.
7. All the notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

**No waiver**

1. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy not stop further exercise of any other right or remedy.

**Severance**

1. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

**Law and jurisdiction**

1. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.