



## Supplementary terms for the supply of Professional Services

The Services set out in these Supplementary Terms shall be supplied by the Company to the Client on the terms and conditions set out in the Company's General Terms and these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used herein.

### 1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Acceptance' means the Client accepts that the Assignment has been completed to the satisfaction of the Client.
- 1.2 'Acceptance Date' means the date on which the Client indicates Acceptance by signing the Company's Project Sign-Off Form.
- 1.3 'Assignment' means the services and tangible deliverables set out in the Proposal which are to be delivered as a stand-alone project.
- 1.4 'Client Materials' means Client-supplied materials, including images, logos and copy material which is required by the Company to enable it to deliver the Services and is listed on the Proposal.
- 1.5 'Email Marketing Services' means the design, testing and distribution of marketing email.
- 1.6 'Estimated Completion Date' means the date the Company anticipates the completion of as Assignment.
- 1.7 'General Marketing Services' means graphic design services including the creation or further development of the Client's corporate documentation, email templates, branding, Website and social media pages.
- 1.8 'Pay Per Click' ('PPC') means the internet marketing model in which advertisers pay a fee each time one of their promoted adverts are clicked through to the advertiser's Website.
- 1.9 'Pay Per Click Marketing Services' means the creation, publishing and management of PPC adverts.
- 1.10 'Professional Services' means design, survey, procurement, delivery, installation, commissioning and project management services as set out in the Proposal and to be delivered to the Client by the Company under the terms of this Agreement.
- 1.11 'Proposal' means an Order or an Order or statement of work that includes additional detail or a supplementary document to an Order (any of which may include technical design proposals and project / engagement details), which forms part of this Agreement.
- 1.12 'Quality Score' means a search engine operator's rating of the quality and relevance of keywords and landing pages.
- 1.13 'Recipient' means any person whom the Client intends to receive a marketing message (email or social media) pursuant to this Agreement.
- 1.14 'Regulations' means the Data Protection Legislation and the Privacy and Electronic Communications Regulations 2018.
- 1.15 'Sale of Goods Supplement' means the Company's supplemental terms and conditions for the sale or rental of goods, which form part of this Agreement.
- 1.16 'Search Engine Optimisation Services' means the optimisation of the Client's Website(s) to increase search engine ranking.
- 1.17 'Social Media Account' means the online account that is either created by the Company or is created by the Client on behalf of the Company which allows the Company access to the Client's social media presence.

- 1.18 'Social Media Marketing' means the creation and publication and distribution of targeted advertising materials via Social Media Platforms and the collection and reporting of the impact of such activities.
- 1.19 'Social Media Platform' means social media sites including Facebook, LinkedIn, Twitter and Instagram or as otherwise set out in the Proposal.
- 1.20 'Website' means a collection of active and passive scripts, images and databases configured in such a manner to deliver a coherent set of functionality / information display.

## **2. TERM**

- 2.1 The Services to be delivered by the Company under the terms of this Agreement shall be delivered either as an Assignment or on a fixed term basis, as set out within the Proposal.
- 2.2 This Agreement will be effective from the Commencement Date set out within the Proposal and shall run until either:
  - 2.2.1 The Acceptance Date if the Services are delivered as an Assignment; or
  - 2.2.2 The date of expiry of the Minimum Term or Subsequent Term as set out within the Proposal, if the Services are delivered over fixed terms.
- 2.3 In the event that the Services are to be provided for a fixed term, this Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term. The Company shall, not less than the Minimum Notice Period prior to the end of the Minimum Term or any Additional Term thereafter, notify the Client of changes to charges and any other changes to the terms of this Agreement. In the event that:
  - 2.3.1 The Client serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or Additional Term;
  - 2.3.2 The Client notifies the Company of acceptance of changes, the Agreement shall continue in force for an Additional Term;
  - 2.3.3 The Client fails to notify the Company of acceptance of changes and fails to serve notice to terminate, such failure to notify the Company shall imply that the changes have been accepted and the Agreement shall continue in force for an Additional Term.

## **3. PROVISION OF SERVICES**

- 3.1 The Services comprise Professional Services as set out in the Proposal and described in the Service Schedule.
- 3.2 The Services provided shall include those of the following as set out in the Proposal:
  - 3.2.1 Search Engine Optimisation Services;
  - 3.2.2 Email Marketing Services;
  - 3.2.3 General Marketing Services;
  - 3.2.4 Social Media Marketing Services;
  - 3.2.5 Pay Per Click Marketing Services.
- 3.3 Typically, Search Engine Optimisation Services, Email Marketing Services, Social Media Marketing Services and Pay Per Click Marketing Services will be delivered on a fixed term basis and General Marketing Services will be delivered on an Assignment basis, unless otherwise agreed in writing.

## **4. ORDER OF PRECEDENCE**

- 4.1 In the event of a conflict between the terms set out in each of the Proposal, Order, these Supplementary Terms and the terms set out in the General Terms and Conditions, the following order of precedence shall apply:
  - 4.1.1 The terms in the Proposal;
  - 4.1.2 The terms in these Supplementary Terms and attached Service Schedule;
  - 4.1.3 The terms of the General Terms and Conditions.

## **5. CLIENT'S OBLIGATIONS**

During the term of this Agreement, the Client shall:

- 5.1 Purchase from the Company the Services set out in the Proposal.
- 5.2 Pay any additional charges that are identified in the Proposal and reasonably levied by the Company.
- 5.3 Be responsible for the accuracy of all information supplied to the Company and subsequently relied upon by the Company in the execution of the Professional Services.
- 5.4 At the Commencement Date of this Agreement, and thereafter as reasonably requested, provide to the Company the Client Materials set out on the Proposal or other information that is required by the Company, including articles, blog-posts and white papers.
- 5.5 Grant the Company a revocable, restricted, non-exclusive right to use, store, copy, adapt and publish the Client Materials for the sole purpose of delivering the Services.
- 5.6 Warrant that it is the owner of or that it has been licensed by the owner to use any Intellectual Property contained within the Client Materials and subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, indemnifies the Company against all claims and proceedings arising from infringement of any Intellectual Property rights of any third party in relation to the Client Materials.
- 5.7 In response to reasonable requests from the Company, provide access to its Website and Social Media Accounts to enable the Company to make changes thereto as required to deliver the Services, including:
  - 5.7.1 Updating meta-data;
  - 5.7.2 Addition of scripting for analytics gathering and reporting;
  - 5.7.3 The creation of landing pages for email and social media campaigns;
  - 5.7.4 The posting of blogs and advertising materials.
- 5.8 Not without the Company's prior written consent reverse or materially alter changes to the Client's Website or Social Media Accounts that have been made in the course of delivery of the Services.
- 5.9 If applicable, on completion of the Assignment to the Client's satisfaction, sign the Company's Project Sign-Off form.

## **6. THE COMPANY'S OBLIGATIONS**

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, the Company shall:

- 6.1 Provide the Services set out in this Agreement, subject to any service limitations set out in this Agreement and Proposal.
- 6.2 Only use the Client Materials for the purpose of delivering the Services.
- 6.3 Ensure that use of the any trademarks, logos, or other marketing collateral provided in the Client Materials shall be:
  - 6.3.1 Reproduced in accordance with any style guide provided by the Client;
  - 6.3.2 Reproduced to a reasonable professional standard;
  - 6.3.3 Not used or reproduced or published in a manner which is likely to cause harm to or bring the Client into disrepute.
- 6.4 Make available an account or project manager as appropriate to act as a single point of contact for the Client for the duration of this Agreement.
- 6.5 If the Professional Services to be delivered hereunder comprise an Assignment, make reasonable endeavours to complete Assignment by the Estimated Completion Date, but shall have no liability in the event of failure to do so; and
  - 6.5.1 If the Estimated Completion Date is not set out on the Order, advise the Client as soon as it becomes aware of the Estimated Completion Date.
  - 6.5.2 If, after providing an Estimated Completion Date, DPS becomes aware of a change to such, advise the Client of the revised date as soon as reasonably possible.

## **7. INDEMNITY**

7.1 Subject to the provisions of clause 10.13 of the General Terms and Conditions, the Client shall indemnify the Company against all third party claims brought against the Company that arise from the Client's breach of:

7.1.1 Search engine operator's terms and conditions;

7.1.2 Social Media Platform operator's terms and conditions;

7.1.3 Applicable Law.

## **8. GENERAL**

8.1 Any ideas, techniques, know-how or methodologies developed by the Company during the execution of this Agreement shall be owned by and remain the property of the Company.

8.2 In the event that the Company receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order, the Client will do everything reasonably required by the Company to ensure that the Company will be in compliance with their respective obligations in respect of the provision of the Services.

## **9. TERMINATION**

9.1 In addition to the provisions of Clause 11 of the General Terms and Conditions, this Agreement may also be terminated:

9.1.1 If the Services are provided by the Company over a fixed term, by either party by giving the other not less than ninety days' notice in writing to terminate at the end of the Minimum Term or any Additional Term thereafter; or

9.1.2 If the Services are provided by the Company as an Assignment, on completion of an Assignment;

9.1.3 By the Client by giving thirty days' notice in writing if the Company makes changes to the terms of this Agreement which are materially disadvantageous to the Client (for the avoidance of doubt, not including changes to charges) PROVIDED THAT such notice is given within twenty eight days of the effective date of the change(s).

9.2 On termination of this Agreement, the Company shall:

9.2.1 Cease to use the Client Materials;

9.2.2 Promptly return all Client Materials held in its possession to the Client on request.

## **10. CHARGES AND PAYMENT**

10.1 By entering into this Agreement, the Client agrees to purchase and pay for:

10.1.1 The Professional Services set out in the Proposal;

10.1.2 All agreed, chargeable change requests that result from a change to the Client's requirements from the agreed Proposal;

10.1.3 All third party charges arising out of the use of third party services, including Pay Per Click.

10.2 If the Client terminates this Agreement for convenience, or if the Company terminates such by reason of Client's un-remedied breach of the terms of the same, the Client shall be liable for termination charges, which shall be paid by way of liquidated damages:

10.2.1 If the Services are provided by the Company over a fixed term, The Charges that are due to the end of the current term;

10.2.2 If the Services are provided as an Assignment, the full Charge for the Assignment.

10.3 The Client shall not be liable for termination charges if this Agreement is terminated by the Client by reason of the Company's un-remedied breach of the terms of the same.

10.4 The prices quoted on the Proposal are based on the supply of Services set out in the Proposal. If the Client's requirement changes after signature of the Order, the Company shall raise a new proposal to cover the amended requirement.

## **11. TERMS THAT APPLY TO SEARCH ENGINE OPTIMISATION SERVICES**

11.1 The URL of the Website to be optimised will be set out within the Proposal.

- 11.2 During the term of this Agreement the Company shall diligently apply its expertise to maximise the search engine-ranking of the Client's Web-site and maximise the number of visits to the Web-site.
- 11.3 The Company shall employ best practice, work within search engine guidelines and shall:
  - 11.3.1 Research and implement relevant keywords and phrases;
  - 11.3.2 Optimise meta tags within Web-page headers;
  - 11.3.3 Obtain back-links from other related sites including directories;
  - 11.3.4 If set out in the Proposal the Company shall implement:
    - a) Social media optimisation;
    - b) Web-site analytics.
  - 11.3.5 Implement agreed analytics reporting;
  - 11.3.6 Analyse and provide recommendations for improvements to the structure of the Web-site that will aid search engine-ranking.
- 11.4 If, in the Company's reasonable opinion, improvements to the usability, accessibility, relevance and search-engine-ranking of the Web-site can be achieved by making structural changes (including page titles, site-navigation and page content) to the Website, the Company will advise the Client of its recommendations but unless set out otherwise in the Proposal, will not implement such structural changes without the Client's prior written consent; and
  - 11.4.1 The Company shall be entitled to charge the Client at its prevailing rate for the implementation of such structural changes.
- 11.5 During the term of this Agreement and following termination thereof, all rights to changes made to the Website under the terms of this Agreement shall remain vested in the Client.
- 11.6 If the Client subscribes to services that are provided by search engine operators which are chargeable (including pay per click), the Client shall be responsible for the payment of all charges levied by the search engine operator.
- 11.7 The Client agrees to:
  - 11.7.1 Provide the Company with administrative access to the Website including FTP access and access to web traffic statistics for analysis and reporting purposes;
  - 11.7.2 Permit the Company to make changes to the Website to enable it to carry out its obligations under sub-clauses 11.3 and 11.4;
  - 11.7.3 Permit the Company to communicate directly with the Client's Website developer, if required.
- 11.8 The Company has no control over the policies or algorithms employed by search engines or the ongoing development thereof. Therefore the Company does not make any warranty in relation to:
  - 11.8.1 The improvement in ranking by search engines of the Website;
  - 11.8.2 The improvement of the volume of traffic to the Website;
  - 11.8.3 The improvement of sales conversion rate from the Website;
  - 11.8.4 The Client obtaining an adequate return on its investment in the Services.

## **12. TERMS THAT APPLY TO EMAIL MARKETING SERVICES**

- 12.1 The Client shall be responsible for:
  - 12.1.1 Providing full, up to date, de-duplicated and accurate list(s) of email Recipients ('Email List') prior to the commencement of each Email Marketing Campaign or phase thereof.
  - 12.1.2 Ensuring that the appropriate consents have been received from the Recipients prior to providing the Email List to the Company and that the consents are based on informed choice and have been unambiguously and freely given, in compliance with the Regulations.
  - 12.1.3 The supply of the relevant Client Materials to the Company prior to the commencement of the Email Marketing Campaign;
  - 12.1.4 Approval of the Company's email message design and content prior to commencement of the Email Marketing Campaign;

- 12.1.5 Ensuring that the Email List is promptly updated in response to any requests made by Recipients to unsubscribe from the Email List.
- 12.2 The Company shall be responsible for:
  - 12.2.1 The design of email messages, based on the Client's requirement and supplied Client Materials;
  - 12.2.2 Sending the bulk email according to the schedule set out in the Proposal;
  - 12.2.3 Providing feedback reports, which shall include:
    - a) The number of opened emails;
    - b) The number of returned (bounced) emails;
    - c) The number of click-through to the landing page;
  - 12.2.4 Promptly reporting any unsubscribe requests to the Client.
- 12.3 The Client acknowledges and agrees that the delivery or receipt of Email to any Recipient cannot be guaranteed and is dependent on a number of factors outside the control of the Company, including spam and junk mail policies adopted by the Recipient and that the Company makes no warranty in this respect.

### **13. TERMS THAT APPLY TO SOCIAL MEDIA MARKETING SERVICES**

- 13.1 The Company shall employ best practice, work within the relevant Social Media Platform guidelines and shall be responsible for:
  - 13.1.1 The design of (Client) company pages, advertising materials and blog posts, based on the Client's requirement and supplied Client Materials;
  - 13.1.2 Sending targeted advertisements;
  - 13.1.3 Providing regular feedback reports, which shall include:
    - a) Impressions
    - d) Reach
    - e) Followers
    - f) Engagement rates
    - g) Click-through to the landing page
  - 13.1.4 Complaints / feedback / crisis management.
- 13.2 The Client shall be responsible for:
  - 13.2.1 The supply of the relevant Client Materials to the Company prior to the commencement of the Services;
  - 13.2.2 Approval of the Company's pages, blog posts and other content prior to publication on the Social Media Platform;
  - 13.2.3 Provide the Company with administrative access to the Social Media Account;
  - 13.2.4 Permit the Company to make changes to the Social Media Account to enable it to carry out its obligations under sub-clause 13.1.
- 13.3 The Client acknowledges and agrees that the delivery or receipt of promoted, sponsored or boosted messages to any Recipient cannot be guaranteed and is dependent on a number of factors outside the control of the Company, including message filtering adopted by the Recipient and that the Company makes no warranty in this respect.

### **14. TERMS THAT APPLY TO PAY PER CLICK MARKETING SERVICES**

- 14.1 The duration of a particular campaign, the search engines to be targeted and the Client's advertising budget ('PPC Advertising Budget') will be as set out on the Proposal.
- 14.2 The Company shall aim to complete the development of the advertising materials and be ready to publish such within twenty one days of the Client providing all of the agreed Client Materials.
- 14.3 The Company shall employ best practice, work within the relevant search engine platform guidelines and shall be responsible for:
  - 14.3.1 The design and deployment of relevant, intelligently targeted advertisements, as described in the Proposal;

- 14.3.2 The research and proactive management of keywords, long-tail keywords and negative keywords;
- 14.3.3 Proactively refining the landing page;
- 14.3.4 The management of the Client's PPC Advertising Budget;
- 14.3.5 During any campaign, providing regular feedback reports, which shall include:
  - a) Click-through to the landing page;
  - b) Achieved cost per click;
  - c) Costs incurred against PPC Advertising Budget.
- 14.4 The Client shall:
  - 14.4.1 Supply of the relevant Client Materials to the Company in a timely manner following the commencement of this Agreement;
  - 14.4.2 Provide the Company with administrative access to the Website including FTP access and access to web traffic statistics for analysis and reporting purposes;
  - 14.4.3 Permit the Company to make changes to the Website to enable it to carry out its obligations under sub-clause 14.3;
  - 14.4.4 Permit the Company to communicate directly with the Client's Website developer, if required.
  - 14.4.5 Pay all PPC marketing charges levied by the search engine operator.
- 14.5 If, in the Company's reasonable opinion, improvements to the Quality Score of a landing page can be achieved by making structural changes (including page titles, site-navigation and page content) to the Website, the Company will advise the Client of its recommendations but unless set out otherwise in the Proposal, will not implement such structural changes without the Client's prior written consent; and
  - 14.5.1 The Company shall be entitled to charge the Client at its prevailing rate for the implementation of such structural changes.
- 14.6 During the term of this Agreement and following termination thereof, all rights to changes made to the Website under the terms of this Agreement shall remain vested in the Client.
- 14.7 The Company has no control over the policies or algorithms employed by search engine operators or the ongoing development thereof. Therefore the Company does not make any warranty in relation to:
  - 14.7.1 The improvement of the volume of traffic to the Website;
  - 14.7.2 The improvement of sales conversion rate from the Website;
  - 14.7.3 The Client obtaining an adequate return on its investment in the Services.

## Service Schedule

The following Service Schedule sets out all of the Services that may be provided by the Company. The actual Services to be provided under the terms of this Agreement are listed on the Order and /or Proposal attached hereto.

### 1. Professional Services

The Company provides a number of professional services, including:

- General Marketing Services
- Social Media Marketing Services
- Search Engine Optimisation Services
- Email marketing services
- Pay Per Click Marketing Services

The Company will produce a Proposal for each service as applicable and each of the services will be delivered according to the Proposal. The individual services are described in detail in paragraphs 1.1 to 1.5 below:

#### 1.1 General Marketing Services

The Company will provide a Proposal that details how the services will be provided. The Company will apply its expertise The Company will provide:

- Company Logos, colour schemes
- Stationery design (letter heads, presentation templates, etc. as set out in the Proposal )
- Email design and layout including signatures
- Social media content design, including company pages
- Branding
- Graphic design

#### 1.2 Social Media Marketing Services

The Company will provide a Proposal that details how the services will be provided. The Company will apply its expertise to maximise the Client's brand visibility on social media by:

- Matching the Client's audience profile with the targeting options available to increase the relevance of its advertising
- Creating professional, relevant, engaging advertisements
- Creating professional (Client) company social media home pages
- Professionally authoring sponsored and promoted blog posts that are relevant to the Client's target audience
- Managing the Client's social media advertising budget
- Handling complaints / comments made through direct messages or postings on Social Media Platforms

#### 1.3 Search Engine Optimisation Services

The Company will provide a Proposal that details how the services will be provided. The Company will apply its expertise to maximise the search engine-ranking of the Client's Web-site and maximise the number of visits to the Web-site. The Company will:

- Employ best practice
- Work within search engine guidelines
- Research and implement relevant keywords and phrases
- Optimise meta tags within Web-page headers
- Obtain back-links from other related sites including directories



- Analyse and provide recommendations for improvements to the structure of the Web-site that will aid search engine-ranking
- Social media optimisation
- Web-site analytics
- Search engine-marketing functionality, including pay-per-click, as set out on the Proposal

#### 1.4 Email Marketing Services

The Company will provide a Proposal that details the package, the duration that the service will be provided and how the services will be provided. The Company will apply its expertise to provide creative email messages to deliver the Client's marketing messages. The Company's Email marketing service includes:

- Email design and test
- Multiple campaigns per year
- Unsubscribe request reporting
- Social media sharing
- Landing page design
- Reporting (opened emails, click through to landing page, unsubscribe requests)

#### 1.5 Pay Per Click Marketing Services

The Company will provide a Proposal that details the package, the duration that the service will be provided and how the services will be provided. The Company will apply its expertise to provide creative advertisements to deliver the Client's marketing messages. The Company's Pay Per Click Marketing Service includes:

- Design of engaging advertisements
- Keyword research and ongoing management
- Proactive refinement of the landing page
- Reporting

## 2. Contact Details

The Company will make available a project manager or account manager, who will be the Client's day to day contact for the duration of this Agreement. Details will be provided by the Company at the commencement of the Agreement.

## 3. Complaint Handling

3.1 If the Client is dissatisfied with any Services-related matter, the Client should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Named Contact	As Notified
2	Operations Director	ben.giller@nexuspoint.co.uk
3	Managing Director	chris@nexuspoint.co.uk

3.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.