



Terms & Conditions of Engagement

These Terms and Conditions relate to all and any agreement between us when you buy from us, Find Me Local (UK) Ltd. Details of what we will provide and what you will pay will be contained in the Proposal.

1. Definitions

In the Proposal and these Terms, the following words and phrases shall have the following meanings ascribed to them (in addition to those that are defined in the Proposal given to you):

“Goods” are those items in relation to which we transfer title to you as ancillary to our Services as may be detailed in the Proposal, but they do not include goods you purchase directly.

“Intellectual Property” means patents, trademarks (both applied for or granted), domain names, present and future copyrights, topography rights, rights to extract information from databases, source code, design rights, know-how, trade secrets and rights of confidence; and shall include all the intellectual property rights or forms of protection of a similar nature or having an equivalent effect to any of them which may subsist anywhere in the world whether or not any of them are registered and including applications for registration of any of them.

“Nominated Persons” means, if applicable, the person(s) within your organisation who we will be dealing with. We will not deal with anyone else unless we you have our written agreement otherwise in writing. It is your responsibility to ensure that all your representatives’ contact details for all persons are accurate and up to date.

“On-going Services” means any Services or work we provide on a continuing on-going basis, usually after initial specific Services are completed, such as continuing paid search marketing and search engine optimisation etc, as is more particularly detailed in the Proposal.

“Proposal” means the attached proposal for providing Goods and Services subject to these Terms which together constitute the Agreement.

“Find Me Local Components” means the following components which we will provide or utilise for you whether or not expressly forming part of the Services but which are nevertheless provided by or utilised by or in the campaign, your website or as part of the Services: all designs and files management and for your website projects, all interfaces, navigational devices, menus, menu structures or arrangements, icons, help, operational instructions, scripts, cgi applications, software, programming/source code and all other components of any source or object computer code that comprises a website, all literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access, or

otherwise affect the content and design elements used or developed.

“Services” means anything we do on your behalf in accordance with any this Agreement including but not limited to the work particularly detailed in the Proposal; or any other services we agree to provide to you which are not the subject of any separate written agreement between you and us.

“Staged Payments” means when we have agreed a price with you for Services and/or Goods but that price is paid at various stages of work or at specifically expressly agreed times.

2. Abide by Agreement

If you are an individual, you warrant you are aged 18 or over and that you have read and understood, and agree to be bound by, our Proposal and these Terms constituting the Agreement. Where you are a company, partnership, LLP or other organisation entering into this Agreement then the signatory and you warrant and confirm that you and the signatory have the legal right and authority to do so.

3. Supply of Goods and Services

(1) Goods that we offer to sell to you will be those that you and we consider reasonably appropriate for your stated requirements based on available information and facts, including information and facts from manufacturers/sellers. It is entirely a decision for you to accept such Goods as being suitable, for your purposes or not, or not to accept them.

(2) Subject to clause 6.2 below (and whilst third party software provided by us is excluded from this warranty), we warrant that the Goods supplied as accepted by you will be reasonably fit for the purpose we understand you to require from the information you provide to us. Where we can we will assign over to you the benefit of any guarantee from an original manufacturer. All other warranties as regards the quality and/or description is expressly excluded except where such exclusion is prevented by law.

(3) Services are provided by us with reasonable care and skill and shall be based on the personal experience, information and facts you provide. Any opinion, statement or recommendation we make shall not constitute a warranty or a guarantee by us. If we make recommendations about other suppliers then this does not form any endorsement or guarantee of them.

(4) Our Proposal is valid for 30 days from the date of the Proposal. Acceptance of an un-amended Proposal by signature, dating and execution is deemed a binding Agreement between you and us. We reserve the right to refuse to accept any order you request to which the Proposal does not refer.

(5) You confirm and agree that you are aware that no specific results, whether on a marketing, sales or other basis, are guaranteed to arise from our provision of Services as they are outside our control. You confirm and agree that you enter into this Agreement on the basis that you are entirely liable and responsible for the results of the campaign. You agree that we will not be liable or responsible to you for any third party acts or omissions or results or adverse situations created or that arise.

(6) We will use our reasonable endeavours to supply the Services. We do warrant or guarantee that access to websites or any other Services will be uninterrupted, secure or error-free. You agree we will not be liable or responsible for any events, such as crashes, which may result in data loss or the loss of that data.

(7) You and we agree that we shall not be liable to you for any failure by us to comply with this Agreement due to any circumstances whatever (whether or not involving our breach of contract or negligence) which are beyond our reasonable control and which reasonably prevent or delay us from complying with our Agreement obligations.

(8) A Hosting Agreement is required to run and maintain storage of information for your website. Unless we have specifically agreed to do so within the Proposal, we are not responsible for web-hosting any of your websites.

(9) It is your responsibility to ensure your website complies with current domestic and international legislation. This includes, but is not limited to, cookie related laws, data collection laws, privacy laws and usability laws. If your business underlies any regulatory body, then you are responsible for compliance to that regulatory body.

(10) Where specified in the Proposal, when we provide the Services to you we will only deal with Nominated Persons. We reserve the right to refuse to work with any individual without specifying a reason. For the provision of our services, we reserve the right to substitute any of our employees where we consider it necessary at any time.

(11) You are always liable to us and responsible for any data or information which you submit or provide to us (including, but not limited to data, information, materials or documents or anything else whatsoever and the content thereof) on which we are entitled to rely in providing the Services or any Goods. We advise that you retain copies/back-up of anything which you submit or provide to us. We shall not be liable to you or responsible for the destruction, damage, replacing, reshooting, reprinting or copying of any item whatsoever which you submit to us or provide to us, nor for any losses or expenses whatsoever which may accrue to you as a result thereof.

(12) If we have specifically agreed in the Proposal to supply any report or documentation, then this will be in whatever format and will contain the information that we, in our absolute discretion, deem appropriate.

4. Compatibility

(1) Use of the internet and websites is designed for computers which meet certain specifications as to hardware, including servers and software. It is entirely your responsibility to ensure that any server on which we install a website as directed by you meets the minimum criteria required by us in this regard. We can provide separate consultancy advice and services can be provided to you at upon agreement of specification for such services. We will advise you at the time of your request whether any additional charge will be made for this service.

(2) We will use reasonable endeavours to ensure that any website designed and/or developed by us is compatible with the internet browsers specified in the Proposal.

(3) Please refer to the Proposal for your liability and responsibility for any testing or provision of a suitable testing or live environment, including proof-reading and checking of every and all text and items. Unless otherwise agreed, you agree to fully proof-read, check and test any website and anything we supply arising from the Services and the supply of Goods and the specification and functionality of the Goods themselves before it is made generally available for use. You will provide your approval of Goods and their functionality and specification before we order and provide them. You agree that you have 7 days from the date that we advise you that the website is ready or from the date when we say we are ready to supply Goods to you in which to do this, after which time we shall have no liability in relation to their provision or supply. For website design, if we do not hear from you in writing within 14 days from the date that we advise you that the website is ready, then we are entitled to assume that you accept the website as provided by us. If any errors, "bugs" or problems are found after the website has gone "live" we will use our reasonable endeavours to make the necessary corrections, but we are not obligated to do so.

(4) Where the agreed price for the website includes design, this shall be for the initial Two Design Phases only. You expressly agree that any subsequent or further redesign or design and amendments or corrections to the website or its constituent elements for whatever reason will be charged at our then current usual rates for such work and you agree to pay for the same.

(5) Ultimate liability and responsibility for all your computers, including servers, hardware and software, hosting, internet connection, cabling and maintaining a stable internet connection and their operation and functionality shall be entirely borne by you.

5. Support

(1) The level of our support Services is detailed in the Proposal.

(2) Completed websites are provided as a complete work as detailed in our Proposal. We can provide future support services upon request, at extra-agreed cost, but are not obligated in any way to do so.

6. Third parties

(1) The nature of the Services we supply means that third parties contracted to you may be involved. You undertake that you will adhere to any agreements which may apply between you and such third parties' involvement, such as a hosting or user agreement. We will advise you where we become aware of such third parties involvement, but where you are in any doubt whatsoever, please contact us. By entering into this Agreement with us you are confirming that you have read and agree and will adhere to your agreement terms with the third party, including any fee payment.

(2) Some features of our Services will be based on Goods such as software provided by third parties, such as shopping cart software or banking. Notwithstanding clause 3.2 above, any such software is provided on an "as-is" basis, without any warranty being given from us and you specifically agree that we will not be liable to you or responsible for any faults, failures, non-functionality, non-working, errors, or issues relating to the operation of any third party software whether or not supplied or recommended by us, nor the availability of updates, releases and upgrades.

(3) You specifically agree that we shall have no liability, obligation or responsibility to you for any activity, use or dispute between you and any third party.

7. Liability

(1) You agree our liability to you in respect of fraud or for death or personal injury arising from our negligence shall not be limited.

(2) You agree our liability to you in respect of direct physical damage or loss to any physical property shall be limited to £2,000 or the value or amount of loss or damage sustained, whichever is the lower in aggregate in respect of any one event or series of connected events. You agree and warrant that you will have in place, or procure that there is in place, full suitable buildings insurance cover on all your premises where the Services may be delivered or used.

(3) You agree our total aggregate liability to you under or in connection with this Agreement or the provision of any Services or any supply of any Goods or any direct physical damage or loss to any physical property shall be limited in each calendar year of this Agreement to loss or damage in a total aggregate sum of the most recent monthly invoice issued by us to you prior to the date we are given notice of a claim by you in writing.

(4) You agree we shall specifically not have any liability to you arising out of or in connection with this Agreement for:

1. any loss or damage to i) profit; ii) revenue; iii) savings; iv) data; v) use; vi) contract; vii) reputation or goodwill; or viii) opportunity or business; or
2. any indirect or consequential loss or damage, in each case howsoever caused or arising.

(5) The term "howsoever caused or arising" when used in this clause 7 shall be constituted widely to cover all causes and actions:

1. arising by reason or misrepresentation, our negligence, other tort, our breach of statutory duty, our breach of contract, restitution or otherwise; and
2. arising under any indemnity; and
3. caused by any total or partial failure or delay in the provision of the Services or supply of Goods.

(6) With particular reference to clauses 3(4), 3(5), 3(6), 4(1), 4(5), 6(2), 10(6), 10(7), 11(4), 13(3), you and we acknowledge the circumstances of our provision of Services and Goods to you and the extent to which it is subject to your involvement. Consequently you acknowledge that the fees and charges in the Proposal and the provisions of this clause 7 have been freely negotiated between you and us; and that our fees and charges fairly reflect the limitations on our liability and the circumstances; and that under all the circumstances taken as a whole such exclusions and limitations are reasonable.

8. Prices and Payment

(1) The price you must pay for the Goods and Services are fully set out in the Proposal which are agreed charges. Where you make changes to the original Proposal, such changes will have no effect unless we agree them and charge for them and produce a new replacement Proposal and such charges changes shall be at our then current rates. Unless stated otherwise, all prices are in GBP Sterling.

(2) Payment for all Goods and Services must be made in full by BACS payment and monthly recurring fees are to be paid by standing order only according the payment schedules provided in the Proposal. We do not accept cheques, and in exceptional cases where we do, we require the payment of an administration and processing fee per cheque of £25+VAT which shall need to be added to the amount in the cheque issued to us.

(3) All invoices shall include disbursements and Value Added Tax which you agree to pay.

(4) Payment may be due from you in stages as Stage Payments or on a monthly basis. Unless you have our written agreement otherwise, a non-refundable initial fee is payable by you before we commence any Services. Please refer to the Proposal for payment schedules.

(5) Where payment is a part of Staged Payments, or on a pre-arranged monthly basis for On-going Services, then:

1. you will be invoiced in advance of the month to which the invoice applies;
2. payment is due and payable no later than the first day of the month to which the invoice applies; and
3. late or non-payment by that due date automatically means that all Services and Goods provision stops until such time that full payment (including any accrued or extra payment) is made. No refunds will be made and no work or product of Services will be released until full cleared payment has been received by us. You always remain liable for payment of Services ordered.

(6) If you do not pay by the due date, then we will also be entitled to charge you interest on the overdue unpaid amount at the then rate specified in the Commercial Debts (Interest) Act 1998 as amended and supplemented by regulations for each month or part thereof that the amount in the invoice, or any part of it, remains unpaid, until we receive full cleared payment. Such interest will compound monthly (i.e. be added to the principal amount due on a monthly basis). We also reserve the right to charge you for all management and third party expenses and costs in dealing with your payment or our recovering monies due from you.

(7) We shall be entitled to increase prices for any on-going Services, such as maintenance, which may be as a result of third party price increases which affect our Services. If we do, then we give you at least 30 days' notice in writing. If you notify us within 14 days that such increase is not acceptable then this Agreement will terminate upon the expiry of such notice. If you agree with the increase or do not respond to us within such 14 day period you agree that we shall be entitled to charge such increase.

(8) For payment made via a third party/ third party services to you, you confirm your agreement to adhere to that third party's User Agreement.

9. Intellectual Property

(1) Upon cleared payment of all amounts due to us, we grant you a non-exclusive licence to use what we have produced for you in the United Kingdom. Non-payment of any properly due amount will mean that any such licence is terminated. The licence may be for a fixed duration only as detailed in the Proposal. All Intellectual Property as defined and as set out in clause 9(4) below remains our property. Unless you have our specific written agreement contained in the Proposal, ownership of any work, deliverable or Intellectual Property we provide to you during the Services provision does not pass to you and will not be your property. We will have a lien over any item, data or materials if any payments due from you have not been paid and cleared in full.

(2) Intellectual Property rights to photographs, graphics and any third party items, such as source code, will always remain the property of their respective owners unless expressly agreed otherwise.

(3) Unless specifically set out in the Proposal and being part of this Agreement, all Find Me Local Components remain our property and we retain full ownership rights therein. You agree not to do or omit to do anything that may in any way infringe upon, jeopardise, reduce or undermine our rights, title, or interest in the Find Me Local Components or any other of our Intellectual Property.

(4) You agree that we are unreservedly entitled to reproduce, reuse, develop and use in any other way we choose, anything within our ownership and that you have no rights whatsoever in relation thereto.

(5) If you do not request in writing and then collect at your expense anything you supply or provide to us, (including any data and all information) after 3 months from the date we complete the work and the Services are finished, then we shall be entitled to dispose or destroy all such items in any way we

choose with no liability to you for their loss, destruction or dissemination elsewhere.

10. Accuracy and Responsibility

(1) You warrant that any data, information, materials or documents or anything you have passed to us or will in the future pass to us has been or will be checked by you as being accurate, suitable for the use you require and suitable for our purposes in the provision of Services, is proof-read, final and requires no further amendment and does not breach any copyright, Intellectual Property or the rights of any third party, is not contrary to any law, is virus-free and functions satisfactorily. This includes, without limitation where applicable, that any advertising complies with the Codes of Practice issued by the Committee of Advertising Practice in England and Wales and other relevant industry codes of practice, together with current legislation.

(2) You agree that all text and graphics, and anything which we request or require from you will be provided by you in the format we specify. If you have any queries relating to the format required, please contact us at info@findmelocal.co.uk. If we have to do any work on such information or if anything is not in the correct format, or if there are difficulties adversely affecting our using any information you provide due to the nature or make-up of the format or item in question, then we are entitled with no liability to stop providing the Services until we receive such information in the form we require or to otherwise charge you at our then current rates an additional amount for any additional work required by us to put it into an acceptable format suitable for our use in our provision of the Services.

(3) You further agree that you are responsible for supplying to us anything whatsoever that we reasonably request as being useful in our provision of services (including FTP or similar functioning login details and the email address of a technician who can upload requested changes) so that we can supply the Services to you.

(4) You agree that if we, in our absolute discretion, consider that your website is sparse in textual content, you will provide additional relevant text content in electronic format for the purpose of creating additional website pages or increasing the content on existing pages at our direction and discretion. If this content is not or cannot be provided, you agree to allow us to modify keyword density, positioning and other SEO related aspects of the content or any other matter without restriction. If we have to do any work because such content or information you provide is not in the agreed format then we are entitled to charge an additional amount for such work at our then current rates.

(5) You agree to implement recommended reasonable changes to your website within 14 days of any such request by us.

(6) You agree that you are liable for and will indemnify us against the acts and omissions of all your employees or agents, or those who appear or purport to be a member of your organisation or working with them.

(7) You agree that you will solely be liable and responsible for your application or use (or that of any third party) of any

of the Services provided to you by us, that you will not (and will procure that third parties do not) misuse them in any way and that you will use our Services legally and only for the purposes for which they are intended to be used. This includes responsibility for the security of passwords, if applicable.

(8) Our Services are provided to you for use in your organisation and the website only. Any attempt to use our Services or any of our Intellectual Property as part of the provision of services to another organisation, or to sell or transfer for value the information provided by the Services for any purpose will be a fundamental breach of this Agreement.

(9) As we allocate resources for agreed work, you agree that where our work requires inputs from you and you do not provide us such inputs within agreed time or in the form required by us, that then we shall still charge you for the provision of our services.

11. Copyright and License

(1) You confirm that you hold the copyright of anything that you provide to us or that you have obtained the copyright owner's permission to use it in such a manner.

(2) You agree that you will not breach the copyright in any way whatsoever in of any materials, software, information, content and anything whatsoever supplied to you by or available from us.

(3) You agree that we have a non-exclusive, worldwide, and royalty-free licence to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use anything you provide to us solely for the purposes of operating and providing our Services to you.

(4) You confirm that before giving us your customer or client testimonials or reviews for publishing online, you have obtained their consent to do so.

12. Design Credit

(1) You agree that we reserve the right to include, without any notice or payment to you, details of any Services provided (including any images to show the nature of the work) for our use either on our website or within any printed portfolio as an example of our work together with a link back to our website.

(2) You agree that we shall be entitled to disclose publicly (include reference to either an individual or us, or both) as having provided any Service to you. This includes on any website we provide or work on for you as part of our Services. Where we do not maintain your website for you:

1. we may remove any reference to an individual or us from your Website without notice.
2. you will remove any reference to either an individual or us from your website within 7 days of our providing you with written notice to do so.

13. Time Estimates

(1) Unless we have specifically agreed otherwise, all times and dates of performance of Services or supply of Goods given by us whether in the Proposal or otherwise are estimated times and dates only. Time shall not be of the essence in any circumstance in relation to performance of the Services or supply of the Goods whatsoever.

(2) We will use our reasonable endeavours to complete any supply or Services within any time estimate that we give.

(3) We will not be liable to you for any loss, expense or damage suffered or incurred because of any delay in completion or your failure to deliver items such as documents or information. We aim to keep you informed about any delays.

14. Retaining Copies and Data Backup

(1) It will always remain your responsibility to retain, as applicable, copies and/or up to date back-ups of anything you supply to us.

(2) Unless we have specifically otherwise agreed, it is also your liability and responsibility to retain up to date back-ups in connection with your website once the Services have been completed by us. It is not our responsibility to retain any copies and for the avoidance of doubt you should assume we shall not do so.

15. Confidentiality

(1) Subject to 16(3) below, you agree that you shall at all times during this Agreement and after its termination maintain confidential all information, specifications, results and documentation relating to our Services and our business affairs which you know or learn of.

(2) You agree not to use any of the information referred to in clause 15(1) for any purpose other than for the contemplated purposes of this Agreement.

(3) Only the information that you and we agree shall be disclosed on any website.

(4) The obligations of confidentiality in this clause 15 shall not apply to such information that is required to be disclosed by Court, statute or governmental order.

16. Exclusivity and Assignment

(1) You specifically agree that we have exclusive working rights within the terms of the Services provision of our Agreement and that you will not involve other parties to provide the same or equal services without our specific agreement in writing.

(2) You shall not transfer, sell or share any of your right in this Agreement in any way and nobody else can benefit but you.

(3) We reserve the right to assign and/or sub-contract all or any part of the Services but this would not affect your rights under this Agreement.

17. Electronic Orders

In view of the nature of the Services we provide, if we accept an electronic order then unless we have agreed otherwise in writing, we both agree that you expressly waive any cancellation or refund rights under the Consumer Protection (Distance Selling) Regulations 2000, particularly Regulation 13.

18. Queries, Complaints and Notices

(1) We aim to respond to any queries or complaints within 7 days of the complaint or query arising (or 7 days of the date of any invoice where it relates to an invoice). Complaints must be addressed in writing to our address on the Proposal on your headed paper and be signed by an owner or director of your organisation. Alternatively or concurrently, complaints can be sent via email to our email address provided in the Proposal. The complaint email must be sent directly from the email address of the owner or director of your organisation. If any cause of complaint may amount to a breach of any term or condition then you shall allow us 30 days to reasonably remedy that breach. Only if we have not remedied it to a reasonable degree by the end of that 30 day period shall we be deemed in breach of this Agreement.

(2) Notices for either party must be in writing to the physical and email address which appear on the Proposal.

(3) Notices are deemed to have been received on the day after delivery by recorded delivery or after receiving a confirmation of receipt of email from the recipient.

(4) Both you and us agree to send all notices via email in addition to sending by recorded delivery.

19. Invalidity

Each clause or any part of this Agreement must be regarded as independent of the others. If any clause or any part of this Agreement is found to be unenforceable or invalid, it will not affect the validity or enforceability of the rest of this Agreement.

20. Term, Breach and Cancellation

(1) We are entitled to terminate this Agreement and our provision of our Services:

1. immediately if you materially breach any term of this Agreement – and in such circumstances you

agree you are not entitled to any refund for any fees paid.

2. after the expiry of at least 30 days' written notice to terminate given by us to you at any time with or without cause, termination to occur at the end of that notice period. In these circumstances after termination we will refund you for any unused Services at the date of termination within 30 days of the Service ceasing. We will not be responsible for any liability to you whatsoever, including any claims, expenses and fees, relating to the Services provision ceasing in this manner.

(2) You may terminate this Agreement and our provision of Services at any time and without cause after the expiry of at least 3 months' written notice given by you to us, such termination to occur at the end of that notice period.

(3) If we do not act upon any breach immediately, you should not assume that we have waived any rights as to enforceability or to seek redress, unless we have expressly stated that in writing.

21. Generally

(1) These Terms supersede any and all prior representations, understandings and agreements between you and us.

(2) We reserve the right to vary these Terms at any time and such variation takes effect when they appear on our website or we forward them to you, whichever is sooner. If you do not agree with such variation, you shall be entitled to terminate this Agreement on at least 30 days' written notice.

(3) These Terms and the Agreement shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

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