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FRAMEWORK AGREEMENT FOR MARKETING SERVICES

BETWEEN

**GREEN UMBRELLA MARKETING
LIMITED
"GREEN UMBRELLA"**

AND

YOU, "THE CLIENT"

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Terms and Conditions

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1 - Marketing Services

2 - Project Pro Forma

The terms in this Agreement, shall become binding once the Client clicks on the "accept" on the quotation. Below are the terms agreed between us, Green Umbrella Marketing Limited of iCon Centre Daventry, and you, the Client.

Green Umbrella may provide the Client with Proposals for various marketing Services from time to time, if you the Client accept the Proposal, the Client should send a valid purchase order by return.

Summary

We will always do our best to fulfill your requirements and meet your business goals, but sometimes it's best to have a few things written down so that we both know what's what, who should do what, and what happens if stuff goes wrong. In this contract, you won't find complicated legal terms or long passages of unreadable text. We have no desire to trick you into signing something that you might later regret.

In short

You (the Client) are hiring us (Green Umbrella Marketing Ltd ("Green Umbrella") to provide various marketing services for the estimated price(s) as outlined in each of our proposal(s). Of course it's a little more complicated, but we'll get to that. The breakdown of Charges will be set out in each proposal for each Service or Project Green Umbrella provides for you. We have the option to use the template in the Appendixes of this document or use an online platform with the details for each project or ongoing Service.

What Do Both Parties Agree To Do?

As our Client, you have the authority and ability to enter into this contract on behalf of your company or organisation. You agree to provide us with everything that we'll need to complete the project including text, images and other information as and when we need it and in the format we ask for. You agree to review our work, provide constructive feedback and approval in a timely manner too. Deadlines work two ways and you'll also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of this contract. Green Umbrella has the experience and ability to perform the Services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavor to meet all the deadlines set, but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials, information or have not approved or signed off our work on time at any stage.

On top of this we'll also maintain the confidentiality of any information that you give us. If you share any personal data then we will process that in line with the all relevant data protection laws.

We have the right to revise and amend these Terms from time to time. You will be subject to the policies and terms in force at the time that you order the Services from us, unless any change to those policies or these Terms is required by law or regulatory authority in which case it will apply to Orders you have previously placed that we have not yet fulfilled. If the services are ongoing, we will give you reasonable prior notice of any changes to these Terms and you can choose to cancel the Order without penalty before the new Terms affect you.

Getting Down to the Nitty Gritty

If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 4% a year above the Bank of England base lending rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may without further notice suspend or restrict Client access to any of our websites. Green Umbrella may also choose to suspend performance of the Services or any other outstanding Order(s) until you have paid the outstanding amounts.

Introductory Fees

In the event that the Client hires any GU Social Mediator(s) during the term of this Agreement, the Client shall become liable to pay a Transfer Fee (or Introduction Fee) calculated as 6 months lost revenue. The Client accepts that having poached a member of staff or Social Mediator that they shall not use them to work on Green Umbrella's Clients or Ex-Clients for a period of 6 months after they leave Green Umbrella.

Internet Browsers

We do not cater for Clients using any previous versions of Microsoft Internet Explorer as we cannot predict the behavior of that browser. We will also test the websites we create for you to see how these perform on Apple's operating system.

We will not test old or abandoned browsers, for example Microsoft Internet Explorer 10 for Windows, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need us to consider these older browsers, we will charge you at our standard old browser rate for any necessary additional design work, development and testing.

Text Content

We're not responsible for writing or inputting any text copy unless we specified it in the original estimate. We'll be happy to help though, and in addition to the estimate we will charge you at our standard copywriting or content input rate. Please refer to the Green Umbrella Standard rates in the Appendix.

Photographs or Digital Images

You will supply Green Umbrella with photographs in digital format. If you choose to buy stock photographs we can suggest vendors of stock photography. Any time we spend searching for appropriate photographs will be charged at our standard hourly rates as set out in Appendix 1. Where Green Umbrella supplies photographs under licence for your Project we will make you aware that a third party owns the IPR in those images. The use of third party images will be restricted unless we inform you otherwise, this should be stated in the Project proforma in Schedule Two.

Changes and Revisions

We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit either your options or your opportunities to change your mind.

The estimate prices set out in Appendix 2 at the end of this document or within your accepted proposal, are based on the amount of work we estimate we'll need to accomplish everything that you have told us you want to achieve. If you do want to change your mind, add extra services, that won't be a problem. However, you will be charged accordingly and these additional costs will need to be agreed to before the extra work commences. This additional work may affect the project deadlines and they may be moved accordingly. We'll be upfront about all of this if and when it happens to make sure we're all on the same page before proceeding. We may also ask you to put requests in writing so we can keep track of changes.

If the Client asks to change the nature or scope of the project significantly during the process, we reserve the right to deem the current project canceled. At this point you will pay us in full for all the work we have done and may commission us to complete the new project based on the new requirements. Green Umbrella will send you a revised proposal and this will require a new purchase order from the Client.

If the parties have signed this Agreement as opposed to accepting these terms on-line then we will amend and sign a new project proforma as set out in Appendix 2.

Legal Stuff

We can't guarantee that the functions contained in any web page templates or in a completed website we created or developed for you will always be error-free and so we can't be liable to you or any third party for losses, including lost profits, lost savings or other incidental, consequential losses arising out of the operation of or inability to operate the website and any other web pages.

Termination of Services

The Client may terminate this Agreement at any point subject to the following

- (a) a paid notice period of 30 days during which preparations will be made to hand over all completed or partially completed Project work
- (b) subject to payment of outstanding invoices

There is a specific minimum term and notice period for the Social Media Services in Appendix 1.

Green Umbrella may terminate this contract for convenience by giving the Client [15 day's] notice. Upon termination GU shall repay any Fees prepaid by the Client for Services yet to be performed or delivered.

The expiry or termination of this Agreement for any reason shall not affect the continuance of any provision which is expressed to survive the termination of this Agreement, including the following terms:

- Charging and Invoices
- Intellectual Property Rights and Data
- Confidential Information
- Hiring of Green Umbrella Social Mediators

Liability and Insurance

a) Green Umbrella warrants and undertakes to the Client to progress the services with due diligence having regard to any key dates for performance of the Services set out in the Project /Services Proforma, Your Purchase Order or as otherwise agreed by the Parties. In no event shall Green Umbrella be liable under this sub clause for the Clients loss of profits, business, revenue, goodwill, savings and any indirect, special or consequential loss or damage.

b) Green Umbrella undertakes to maintain, at its own cost, public liability insurance for the amount of £2,000,000 (two million pounds) and professional indemnity for the amount of £100,000 (one hundred thousand pounds) in respect of any one occurrence or series of occurrences arising out of one event.

Copyright and Intellectual Property

a) For the purposes of this clause, "Intellectual Property" means all intellectual and industrial property and all rights therein in any part of the world including, without limiting the generality of the foregoing, any patent, patent application, trade mark, trade mark application, registered design, registered design application, trade name, trade secret, business name, discovery, invention, process, formula, specification, improvement, technique, copyright, unregistered design right, technical information or drawing including rights in computer software, database rights, topography rights.

b) All the new Intellectual Property which Green Umbrella will or has created and/or developed for the purposes of performing its obligation under this Contract shall be transferred to the Client upon receipt of full payment.

c) The Client hereby grants to Green Umbrella an irrevocable royalty free non-exclusive licence to copy use adapt and reproduce all new Intellectual Property for any purpose whatsoever in connection with Green Umbrella's marketing business. Such licence shall carry with it the right to grant sub-licences. The Client grants to Green Umbrella the right to use its existing Intellectual Property provided to enable Green Umbrella to provide the Services or deliver any Project. The right to use will expire when this Agreement is terminated.

d) Green Umbrella shall indemnify the Client against all direct losses, damages, costs and expenses for which the Client is or becomes liable as a result of any infringement or alleged infringement by Green Umbrella of any third party's Intellectual Property rights.

You guarantee to us that all elements of text, graphics, photos, designs, or other artwork that you provide us for inclusion in any Project or a website are either owned by your good selves, or that you have permission to use them from the Author or Publisher. However you will need to indemnify Green Umbrella if we ever receive a claim for using material you have sent us that it turns out you did not have permissions to use for Your Project.

You guarantee that you're Company / Organisation owns the text content, photographs and other data you provided. You grant Green Umbrella permission to use the copyright in any materials you have provided during the term of this Agreement to fulfil the Services or complete any Projects.

We love to show off our work and share what we have learned with other people, so we reserve the right to display and link to your completed Project(s) as part of our portfolio and to write about the project on websites, in magazine articles and in books.

But where's all the horrible small print?

Just like a parking ticket, you can't transfer this contract to anyone else without our permission. However Green Umbrella may, with your consent, subcontract out parts of the Services to others on similar terms.

This Framework contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place. Although the language is simple, the intentions are serious.

General

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

The Contracts (Rights of Third Parties) Act 1999

No term of this Contract is intended by the parties to be enforceable by a third party. These Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts.

Appendix 1

The Service Charges and Payments Process

Consultancy Charges for Projects and Services

A bespoke proposal for each Project and Service will be created by Green Umbrella and sent to you as a separate document, each of these proposals will be governed by the terms in this Agreement.

Standard Rates

Website Design and Build: £55ph

Design and Print: £55ph

For work needing to be completed outside of Green Umbrella office hours, being 9am-5pm, the Rates above will be multiplied by 1.5

Green Umbrella reserves the right to increase the Rates every 12 months from the date of the signature.

Expenses:

Green Umbrella may charge for travel at 45 pence per mile.

If we agree to travel on your behalf we will always travel by second class Rail.

All other travel and subsistence expenses will be agreed with you in advance.

1. Social Media

Payment terms for social media services: We will invoice you monthly in advance giving no more than 14 days to make payment

Services means the ongoing Social Media Services as set out on our website, that Green Umbrella will provide for you in line with the specific package or service levels that we tailor for you;

To view our social mediator pricing structure, please click here:

<http://www.green-umbrella.biz/social-media-management-prices>

The minimum contract term for all Social Media Services is three months. The earliest time that you may terminate this service is thirty days prior to the end of the min term. Thereafter the Client must provide 30 day's notice to terminate.

2. Design, Print and Website Consultancy

Blog packages; each one will be bespoke for Client, Rates as per Green Umbrella proposal.

Online marketing / SEO / Website Maintenance – this includes a pre-agreed amount of work on prioritised tasks for increasing web traffic and conversions and is completed at the hourly rates as stated above or as per the accepted proposal.

Rapid Turnaround and Special Reports – from time to time Clients require work to be done immediately. Green Umbrella reserves the right to charge double time to prioritise such projects ahead of pre-existing planned work. This will be confirmed in writing with The Client at the time of request.

Client Requirements Briefing – The Client shall provide Green Umbrella, upon request, with adequate information on The Client's business, products and/or services to enable any consultancy to proceed.

The Client's Approval – where a marketing Service is provided, all materials for publication shall be submitted by Green Umbrella to The Client for approval, prior to publication.

The price quoted for all design projects will include three rounds of amendments. Subsequent designs will incur additional charges.

Client Availability – The Client shall make its personnel available to Green Umbrella for Meetings and phone calls to discuss the project. This could be on the Client’s premises (or elsewhere, subject to Green Umbrella’s agreement), according to a time table to be agreed.

Timescales – Green Umbrella expects to complete the Service within the timescale agreed in the quotation, however time shall not be of the essence.

Where HTML is being supplied for a project, the following only covers HTML that we are required to produce as part of the project. Any issues with legacy HTML that the client requires changing/fixing would be charged at our standard rates.

The project may include extra HTML markup and CSS templates on top of the existing supplied, so we’ll develop these using valid HTML and CSS code.

The landscape of web browsers and devices changes regularly and our approach is to look forward, not back. With that in mind, we will test all our markup and CSS in current versions of all major desktop browsers to ensure that we make the most from them. Users of older or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software.

Payments for Website Projects

We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As such, you agree to stick tight to the following payment schedule.

- 20% deposit up front, within 7 days after the contract has been signed and before the project starts or as agreed on a project by project basis.
- 80% balance once the application has been tested and everyone agrees it is ready to go live or the Marketing Services have been accepted. By accepted we mean a confirmation email or you use the new material Green Umbrella created for you.
- Please note: If you are unable to supply all of the right content at this stage, it does not mean we have not done our job. Once the site has been tested and is ready to go live, either with your content or placeholder images and dummy text, we will issue the final invoice. We can of course show you how to put your own content in once it’s ready.
- Once the final invoice is paid we will provide you with login details so you can access your website. If the final invoice is not paid within the credit terms we have given you, we are under no obligation to keep the site on our testing server or continue with the project in anyway.

Special Conditions for Print Services

You must provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with these Terms.

If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Order by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.

Reasonable endeavors will be made to deliver the correct quantity ordered. However some variation is inherent in the print process and it is understood and accepted as reasonable that minor variations are immaterial and that we shall have no liability in respect of such variations.

We make the best possible colour reproduction on your work but variation is inherent in the print process and it is understood and accepted as reasonable by you that we shall not be required to guarantee an exact match in colour or texture between your photograph, transparency, proof, electronic graphic file, previously printed matter (whether printed by us or any other party) or any other materials supplied by you and the printed article the subject of your order.

Appendix 2

Project Pro Forma

[Title of the Project or Services]

[Insert a brief description of the Services to be provided] or

1. [Fill in here Your requirements, specification and business outcomes]
2. Project means the work you hire Green Umbrella to deliver for you
3. [Scope of the project]
4. [Out of scope]
5. Dependencies are [examples text: what images, text or website set you will send to or provide for Green Umbrella to enable them to complete the project?]

IPR, [state what if any new IPR is being created and confirm that Client will own]

If applicable, state which photographs or text belonging to Third Parties [and where required, a one off licence to use for this Project]

State in the table the Project milestones and payments

Milestone Description	Target Date for Completion	Amount due £	Deliverables summary
		£	

Fees for Extra Project Work

If you need to change the design or requirements during the project please provide Green Umbrella with 7 days written notice to make changes to the requirements. Minor changes can be accommodated but major ones will need to be quoted and a new Project pro forma signed.

If you need to terminate this project then please provide 14 days notice however Green Umbrella will have the right to charge you for the resources. We won't charge you for anything beyond 14 days. We may hand over to you whatever work we have completed up to the end of the 14 day notice period.

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