



Terms & Conditions

Last modified 16th November 2016

These Terms And Conditions ("Terms") are agreed by Clay Brand Consultancy Ltd, registered company 4234867 in England and Wales ("We" or "Us") and the entity agreeing to these Terms ("You"). If You are acting on behalf of another entity, You represent and warrant that You have the legal authority to commit that entity to these Terms.

1 Defined Terms

1.1 Where these Terms refer to a day that does not exist within a calendar month, the date shall be taken to mean the final day in that calendar month. For example, the date one calendar month after 31st January 2001 shall be taken to be 28th February 2001.

1.2 "Terms Of Sale" means the document titled "Terms Of Sale" that accompanies these Terms And Conditions.

1.3 "Purchase Date" means the date on which You make Your first payment to Us in relation to this sale.

1.4 "Management Renewal Date" means the same day as the Managed Services Start Date in each subsequent month.

1.5 "Services Payment Date" means the dates stated in the Terms Of Sale on which We will take Services payments from You by the means stated in the Terms Of Sale.

2 Agreement

2.1 You agree to purchase a monthly social media management package from Us. You agree to supply us with text and images ("Initial Content") for use in the design of your social media channels.

2.2 We agree to manage your social media managed services and digital advertising, outlined in the Terms Of Sale. We will commence the design only after the Initial Content has been supplied.

2.3 Clay T/A Far-Red shall commence provision of the Services on the Effective Date and shall continue to provide the Services until termination of the Contract in accordance with its terms.

2.4. The Contract may be terminated by either party, by providing the period of written notice stipulated on the Order Form. If no notice period is stipulated on the Order Form then the standard notice period during the Initial Term (if any) is 90 days. Where the contract is for an Initial Term of more than three months, it will on expiry of the Initial Term auto renew onto a rolling monthly contract terminable by either party on 30 days written notice. In order to terminate the Contract under this Condition, the Customer must send an email to accounts@far-red.co.uk or a letter by registered post to Clay Brand Consultancy Ltd, registered at 33 Isis House, Bridge Wharf, Chertsey, Surrey, KT16 8LB Company Number NUMBER: 4234867 : and receive an acknowledgement from a Director of Clay T/A Far-Red confirming that Clay T/A Far-Red has received and accepted the termination

3 Price And Payment

3.1 Payment for your managed services must be made in advance on or before the 1st day of each month including any agreed advertising or design costs, by bacs payment. Monthly management payments can be made by Monthly Recurring Billing through by Direct Debit (if You have a bank account in the United Kingdom), or, at Our sole discretion, through another method.

3.2 It is Your responsibility to provide in a timely manner the Initial Content required to complete your social media channels.

3.3 If Your account remains in arrears for a period of one calendar month following a Management Payment Date We reserve the right to remove planned social media content from your channels

3.4 In the event of unpaid management payments We reserve the right to use the services of third parties to recover monies owed. Without prejudice to any other remedy available to Us, We reserve the right to pass on credit collection fees to You, plus statutory late payment interest.

3.6 You agree to pay an administration charge of £100 plus VAT (or €140 at trade prices) to restore your social channels in the event of Suspension for non-payment, or £50 plus VAT (or €70 at trade prices) to restore the channels after a cancellation request within the past three calendar months. Additional charges will apply after three calendar months.

4 Cancellation

4.1 In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 You have the right to cancel within a period of 14 days from placing Your order, provided (a) We have not commenced production of Your Social Channels, Design or Content Plan and (b) our Agents have not obtained or created material for use in the production of Your Social Channels. In either case (a) or (b) the right to cancel is no longer applicable, in accordance with regulation 13(1)(c) of The Consumer Protection (Distance Selling) Regulations 2000.

4.2 You may give notice of Your intention to cancel this agreement at any time without giving any reason. The date upon which this agreement terminates ("Cancellation Date") is determined solely from the date on which We receive Your notice ("Notice Date"). The Cancellation Date is the next Management Renewal Date falling on or after the date one calendar month after the Notice Date, provided this date satisfies the minimum Term. If this date does not satisfy the minimum Term, the Cancellation Date is the earliest date that satisfies the minimum Term.

4.3 We may cancel this agreement at any time without giving any reason. For the purposes of the following clauses, the "Notice Date" and "Cancellation Date" shall then be the date on which We give notice of Our cancellation.

4.4 The date upon which the Licence terminates ("Termination Date") is either the Cancellation Date or, at Your request, any other date on or after the date of such request and before the Cancellation Date. Should the Termination Date precede the Cancellation Date, all remaining Licence payments will become due on the Termination Date.

5 Defects

5.1 We will inform You once the design of your social channels have been completed. It is Your responsibility to inform us of any errors in the design of the

channels. If the design of the channels is not in accordance with this agreement for any reason Your sole remedy is limited to Us making good any errors or omissions.

6 Improper Use

6.1 The services we provide to You (collectively "Services") may only be used for lawful purposes. You agree to indemnify Us and hold Us harmless from any and all claims resulting from unlawful use of the Services.

7 Exclusions of Liability

7.1 We will incur no liability for any errors in Your instructions or the Initial Content not corrected by You. You take full responsibility for ensuring that Your instructions and the Initial Content are correct.

7.2 You are responsible for maintaining the confidentiality of Your passwords and for restricting access to any device You use to access the Services. We will incur no liability for any consequence of Your failure to ensure such confidentiality and access restrictions. You agree to indemnify Us and hold Us harmless from any and all claims resulting from unlawful actions carried out through Your account.

7.3 The Services are provided without any warranty or condition or representation as to their fitness for any particular purpose.

7.4 We may provide You with an estimated time scale for the design of your social channels. Such estimates are strictly advisory and are not guarantees. We will incur no liability for delays in the design of the channels.

7.5 We make no guarantees in relation to the availability of the channels, and will incur no liability if the channels are temporarily unavailable for whatever reason.

7.6 We will incur no liability if any aspect of the social channels that is dependent on a third-party service ceases to function due the actions of that third-party.

7.7 In the event of any breach of contract by Us, the remedies available to You are limited to damages. Under no circumstances shall Our liability exceed the amount paid.

8 Force Majeure

8.1 We shall not be held liable for failure to perform Our obligations under this agreement due to act of God, war, civil war, sabotage, act of terrorism, government sanction, embargo, import regulation, export regulation, labour disputes (including strikes, lockouts, boycotts, or other industrial action), failure in the transportation of equipment, machinery or personnel, failure in the provision of any utility (including power, gas, water, or communication services), or any event or circumstance beyond Our reasonable control.

9 Intellectual Property

9.1 We may license content ("Stock Content") from third parties ("Stock Suppliers") for use on Your Channels. You understand that such licences prohibit the use of Stock Content outside of Your Channels, including but not limited to use in printed matter or on other websites that You may operate now or in the future. You agree not to use Stock Content in a manner that would place Us in violation of Our contractual agreements with the Stock Suppliers concerned.

9.2 You agree that by submitting content through social media and making such content available to the public, You grant Us a perpetual, non-exclusive, worldwide, royalty-free licence to reproduce, modify, adapt, publish, and distribute such content. You represent and warrant that You have the necessary rights to grant such rights to Us.

9.3 You accept that in some circumstances We may be unable to register a channel name using Your contact details. You agree that in these circumstances We may register the channel name using Our contact details. Notwithstanding the contact details used, We disclaim ownership of any channel name registered at Your request.

10 Agents of Seller

10.1 Our agents may have assisted You in Your creation of your Social Channels . Our agents are not employed by Us and We take no responsibility for their presentations, written or verbal communication, or other actions. You take full responsibility for all material supplied in connection with Your Social Channels

11 Disputes

11.1 In the event of any dispute with Us, You are entitled to use the Online Dispute Resolution service at <http://ec.europa.eu/consumers/odr/>.

12 Assignment

12.1 You may not assign the benefits of this agreement to any other party.

13 Prior/Other Statement

13.1 No statement, description, information, warranty, or recommendation contained in any catalogue, price list, advertisement, or other promotional material or made verbally by any of Our agents or employees shall operate to vary these conditions.

14 Notices

14.1 A notice required or permitted to be given by Us to You under these Terms shall be delivered to the e-mail address You have specified in Your account. Notice shall be considered to be received by You within 24 hours of the time it is e-mailed to You. We will incur no liability for Your failure to receive such a notice due to any errors in Your specified contact details not corrected by You.

14.2 A notice required or permitted to be given by You to Us under these Terms shall be delivered in writing to Our registered business address.

15 Changes to Terms and Conditions

15.1 We may at any time, and at Our sole discretion, modify these Terms (a "Change") by giving notice of the Change and publishing a revised version of this agreement on Our website at <http://far-red.co.uk/terms-and-conditions/>.

15.2 A Change will take effect one calendar month after We give notice, except where the Change is required by law or the Change neither reduces Your rights nor increases Your responsibilities. In such cases, the Change will be made without notice and shall take effect immediately.

15.3. If You do not accept a Change, You must cancel Your social channels. If You do not object to a Change by cancelling Your website within the one calendar month notice period, You will be deemed to have accepted the Change.

16 Validity

16.1 If any provision of these terms and conditions is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the terms and conditions in question shall not be affected and shall remain in full force.

17 Governing Law

17.1 The law of England and Wales governs this contract and the parties submit to its exclusive jurisdiction.