

TERMS AND CONDITIONS 2020-2021 GOUDE MIND LIMITED

By using our services, you are hereby agreeing to abide by the terms and conditions set out within this document. The terms and conditions set out within this document do not overrule any contracts that are in place and these terms and conditions are only relevant for those users of our services who are not in a written agreement with Goude Mind Limited. These terms and conditions are still legally binding.

The term "Customer" refers to the individual or business using the services provided by Goude Mind Limited.

SERVICES AND SPECIFICATION

Goude Mind Limited offer a range of different digital marketing and software development solutions which are designed to suit your business. The services that you have agreed to use are available for you to view at your online proposal, if you are in any doubt to the location of your online proposal please contact a member of the team at info@goudemind.com and we will endeavour to send this over to you within 24 hours.

1. "Social Media Marketing / Management"
 - 1.1. Social media marketing refers to the management of your business or personal social media presence. These platforms include but are not limited to, Facebook, Twitter, Instagram, Snapchat, Whatsapp, Pinterest, TikTok, LinkedIn.
 - 1.2. Management includes the execution of posts and interactions between the business page and your customers. This includes, but is not limited to; Responding to comments, messages and other page interactions along with assessing any support that may be offered to the customers, this at the complete discretion of Goude Mind Limited.
 - 1.3. Social Media Marketing/Management does not include individual graphic design or branding services unless otherwise stated in your online proposal.
 - 1.4. Goude Mind Limited is to create and distribute a minimum of 5 posts per week per platform. This may be overruled by any other standing contract with Goude Mind Limited.
2. "Graphic Design"
 - 2.1. Graphic Design refers to the services of creating content and materials that are for sole use of the client this includes but is not limited to; Digital produce including videos, social media posts, infographics and website graphics. Physical produce including menus, signage, brochures, packs and other printable materials. Goude Mind Limited has full discretion over acceptance of materials to be produced.
 - 2.2. Any other graphic design tasks requested will be subject to acceptance and will be added to the client's online proposal.
3. "Email Marketing"
 - 3.1. Email marketing refers to the creations and distribution of newsletters, offers and other promotional emails.
 - 3.2. Goude Mind Limited reserves the right to refuse any tasks set that are deemed unreasonable.
 - 3.3. Goude Mind Limited will not send individual emails to anyone outside of the customers organisation from the goudemind.com or goudemind.co.uk email addresses.
4. "Website Development"
 - 4.1. Website development refers to the development or creation of an online platforms in which is accessible for customers for a business.
 - 4.2. Website development includes all graphic design, coding, accounts, hosting for a twelve-month period, 200 email addresses for the twelve-month hosting duration.
 - 4.3. All content and/or images should be provided by the customer and the customer is responsible for the accuracy and completeness of this content unless other arrangements have been made with Goude Mind Limited and the customer. This content should be provided by email in either word or PDF form.
 - 4.4. Goude Mind Limited is not responsible for missed deadlines due if the materials have not been received.
5. "Website Management"
 - 5.1. Website management includes but is not limited to updated various aspects of the website including content which must be provided by the customers, the updating of dates and other relevant information.
 - 5.2. Included in website management Goude Mind Limited will ensure that the site and all components run smoothly and aim to have not more than seven days inactive for three-hundred and sixty-five consecutive days using our services.
 - 5.3. Website management also includes the creation and removal of email addresses as the customer sees fit, this is limited to a two-hundred email address limit per domain.
 - 5.4. Website management will also include the management of keywords, google analytics and any other service that Goude Mind Limited sees as a relevant tool to be used.
 - 5.5. The tools used to complete any of the stated tasks are at the complete discretion of Goude Mind Limited and may change without any prior notice.
6. "Application development"

- 6.1. Application development refers to the creation and deployment of any applications designed for used with windows, IOS, Google Play, and the Apple App Store.
7. "Marketing Campaign Creation"
 - 7.1. Marketing Campaign Creation refers to the complete management of a single marketing campaign, this includes but is not limited to, Graphic design, online website changes, videos creation, audio creation, photography creations, videography creations and campaign branding.
 - 7.2. The customer may request at any time, analytics, outcome and cost effectiveness and Goude Mind Limited will provide this information requested within seven days.
 - 7.3. Goude Mind Limited cannot be held responsible for any failure of campaigns or execution.
8. "CRM Creation"
 - 8.1. CRM creation refers to the complete creation of a Customer Relationship Manager.
 - 8.2. The platforms used will be Salesforce or Zendesk and this at the complete discretion of Goude Mind Limited and is based on the need and requirements requested by the customer in the initial meeting.
9. "Data Management"
 - 9.1. Data management refers to the data which is collected by the customers Social media, Email Marketing, Websites and all forms associated, and any other data capture methods adopted by Goude Mind Limited.
 - 9.2. Goude Mind Limited will make all data accessible for customers to access at any time twenty-four hours a day seven days a week, either via email or online platforms.
 - 9.3. Goude Mind Limited will export and distribute any data if requested by the customer within a twenty-four-hour period.
 - 9.4. Goude Mind Limited will not arrange, analyse or correct any data exported from any online platforms associated with the customer, it is the customer responsibility to complete these tasks unless special arrangements have been made (These details will only be available if you are in a special arrangements contract with Goude Mind Limited.)
 - 9.5. Goude Mind Limited will not be held liable for the loss, damage or misrepresentation of any data given by the customer or exported from any online platforms.
 - 9.6. It is the customers responsibility that all data is handled in accordance with the GDPR laws.
10. Goude Mind Limited may complete tasks set by customers outside of these services stated however, this will be treated as an out of scope task and may be subject to an additional charge.

QUANTITY

11. Goude Mind Limited will accept work from the same customer for multiple campaigns and multiple platforms at their discretion. Requests may be rejected if the tasks are deemed unreasonable or Goude Mind Limited does not feel they have the resources or skills to complete the task.
12. Goude Mind Limited will not refund any work that has already been completed.
13. Should a customer become dissatisfied by the services provided by Goude Mind Limited the following procedure should be followed:
 - 13.1. The customer should request a resolutions meeting, for which an agenda is set.
 - 13.2. Goude Mind Limited will arrange the resolutions meeting within forty-eight hour after the complaint has been raised.
 - 13.3. The meeting will take place at Carlton Business Centre, Station Road Carlton, Nottingham, NG4 3AA, although this may be subject to change at the discretion of Goude Mind Limited.
 - 13.4. Goude Mind Limited withhold the right to reject or change the location or time of a resolutions meeting without notice.
 - 13.5. Should the customer be dissatisfied with the outcome of the resolutions meeting the termination procedure should be followed as set out in section 28.1 – 28.9 of these terms and conditions.
 - 13.6. Goude mind Limited may also call a resolution meeting at any time and the same procedure should be followed.

MILESTONES AND PERFORMANCE

14. It is the customer responsibilities to inform Goude Mind Limited of any significant event within a month at the beginning of the month to be prioritized over the month. This should be sent Via email in word or PDF format and should be submitted by the third day of each month for the following month, for the sake of clarity all events that are due to occur in May should be submitted by the 3rd April.
15. All coding for websites is subject to a five working day turnaround.
16. All data exports are subject to twenty-four-hour turnaround.
17. All social media deign is subject to a fifteen working day turnaround unless it is urgent at which time the request will be reviewed by Goude Mind Limited.
18. Goude Mind Limited may require access to your premises to complete tasks, this is done with at least seven days' notice and all employees of Goude Mind Limited will be acting under your insurance and and certificate of insurance may required as proof of insurance.

19. Goude Mind holds the complete discretion to reject or alter any work requests submitted.

PAYMENT TERMS

20. All services and products provided by Goude Mind Limited will be paid for monthly and all invoices will be raised on the 24th day of each month and must be paid by the 1st of the following month.
21. All payments will be made in arrears unless otherwise specified by Goude Mind Limited.
22. All late payments will be subject to a £25.00 administration charge which will be added to the customers following invoice. If outstanding invoices remain outstanding for more than thirty days, the termination process will be triggered.
23. Customers who make purchases through the website may have the ability to make use of our credit services provided by Klarna and spread the purchase of their website over three monthly payments. You should refer to Klarna's website to see their terms and conditions.
24. Any disputed invoices will be treated as late and will trigger a £25.00 administration charge being added to the customers following invoice.
25. Payments can be made via the following methods; Cheque, BACs, Cash, Card, Over the Phone, Online.
26. Goude Mind Limited does not provide any credit facilities.
27. The customer will pay a set-up fee of £150.00 which is payable prior to any work being completed. This is an administration fee for the set up of all domains email addresses, handover and social media accounts.
28. Goude Mind Limited hold the right to complete credit searches and risk assessment at any point to assess risk to Goude Mind Limited. If a credit search is completed this will appear on your credit file and you will be notified when this is completed.
29. Goude Mind Limited may suspend all services provided to the customer without notice if payment is not made on the agreed date..

TERMINATION

30. Goude Mind Limited may initiate a termination process should they feel that it is appropriate for both the customer and Goude Mind Limited.
31. The customer may terminate the services provided by Goude Mind Limited by completing the following steps:
 - 31.1. A resolution meeting should be requested and can be called by either Goude Mind Limited or the customer, this meeting should take place within 48 hours of request by either party or the respondent party should receive an agenda prior to the resolutions meeting. The purpose of the resolutions meeting is to resolve any issues Goude Mind Limited or the customer may be having to continue with a professional working relationship.
 - 31.2. It may be agreed that no resolution may be found, and termination is the only option for both parties to move forward.
 - 31.3. The customer will be required to sign a termination agreement and pay the £250.00 termination fee.
 - 31.4. The customer will be charged for the outstanding month and the following 30 days of their agreement. This will be payable immediately following the termination agreement being signed.
 - 31.5. Goude Mind Limited will release any materials that belong to the customer within fifteen working days and these documents will be sent via a transfer site which will be chosen at Goude Mind Limited discretion.
 - 31.6. Goude Mind Limited will remove all passwords and written or designed materials from all hard drives and cloud-based solutions within seven days following the release of all materials.
 - 31.7. Any forms, coding, or design elements that are associated with the customer will be deactivated within 72 hours following the termination document has been signed. Prior to this happening, all materials will be exported and sent to the customer.
 - 31.8. Goude Mind Limited will not be held responsible for the loss, damage or theft of any data exported or transferred to the customer.
 - 31.9. Goude Mind Limited will not communicate with any companies that the customer wished to move to and all correspondence will be completed with the customer only.

COMMUNICATIONS AND CORRESPONDANCE.

32. Any written correspondence to Goude Mind Limited should be sent to 22 Carlton Business Centre, Station Road, Nottingham NG4 3AA.
33. Any email correspondence should be sent directly to your account manager or to info@goudemind.com
34. All telephone correspondence should be directly to the office and mobile calls or text messages will not be accepted.
35. All notices, request, demands or other communications required should be delivered either via email in an official template or via paper to the registered offices of either party.
36. The customer should refrain from contacting account managers via mobile, social media or external messaging platforms, unless otherwise provided by Goude Mind Limited.

WORKING HOURS

37. Goude Mind Limited holds regular office hours from 8am until 6pm Monday to Friday and no work will be completed over the weekend or outside of these hours. During these hours the suitable contact methods are stated in sections 31-34 of these terms and conditions.
38. Urgent work requests made outside of these hours may be rejected by Goude Mind Limited unless they are pre-agreed or deemed reasonable.

LIABILITY

39. Goude Mind Limited will not be held responsible for loss of business, loss of data, theft of data or loss of reputation.
40. The customer is responsible for ensuring the quality is met for their business and the reputation.

INTELLECTUAL PROPERTY

41. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Goude Mind. The Client is granted a non-exclusive limited-use licence of this Intellectual Property. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with Goude Mind Limited.
42. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

CONFIDENTIALITY

43. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
44. Goude Mind agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.