

TERMS AND CONDITIONS 2021-2022 BLUBIRD MEDIA LTD

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 Blubird Media LTD. These terms and conditions are still legally binding.

The term "Customer" refers to the individual or business using the services provided by Blubird Media LTD.

SERVICES AND SPECIFICATION

Blubird Media LTD 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 your 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 enquiries@blubirdmedia.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 Blubird Media LTD.
 - 1.3. Social Media Marketing/Management does not include individual graphic design or branding services unless otherwise stated in your online proposal.
 - 1.4. Blubird Media LTD is to create and distribute an agreed number of posts per week per platform. This may be overruled by any other standing contract with Blubird Media LTD.
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. Blubird Media LTD 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. Blubird Media LTD reserves the right to refuse any tasks set that are deemed unreasonable.
 - 3.3. Blubird Media LTD 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. 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 Blubird Media LTD and the customer. This content should be provided by email in either word or PDF format.
 - 4.3. Blubird Media LTD 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 Blubird Media LTD will ensure that the site and all components run smoothly and aim to have not more that 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 should the hosting plan selected include this option.
 - 5.4. Website management will also include the management of keywords, google analytics and any other service that Blubird Media LTD 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 Blubird Media LTD 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 Blubird Media LTD will provide this information requested within seven days.
 - 7.3. Blubird Media LTD 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 Blubird Media LTD 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 Blubird Media LTD.
 - 9.2. Blubird Media LTD 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. Blubird Media LTD will export and distribute any data if requested by the customer within a twenty-four-hour period.
 - 9.4. Blubird Media LTD 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 Blubird Media LTD.)
 - 9.5. Blubird Media LTD 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. Blubird Media LTD 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. Blubird Media LTD 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 Blubird Media LTD does not feel they have the resources or skills to complete the task.
12. Blubird Media LTD will not refund any work that has already been completed.
13. Should a customer become dissatisfied by the services provided by Blubird Media LTD the following procedure should be followed:
 - 13.1. The customer should request a resolutions meeting, for which an agenda is set.
 - 13.2. Blubird Media LTD 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 Blubird Media LTD.
 - 13.4. Blubird Media LTD 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. Blubird Media LTD may also call a resolution meeting at any time and the same procedure should be followed.

USE OF MATERIALS FOR PROMOTIONAL / CASE STUDY PURPOSES

14. By using our services, you are agreeing for us to use materials, websites, designs or written materials with your company logo or trademark on our website or social media in case studies. This is not a limited list.
15. By using our services, you have been automatically opted into this, if you explicitly disagree to us using your materials on our website then please contact your account manager to opt out of this.

MILESTONES AND PERFORMANCE

16. It is the customer responsibilities to inform Blubird Media LTD 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.
17. All coding for websites is subject to a five working day turnaround.
18. All data exports are subject to twenty-four-hour turnaround.

19. All social media design is subject to a fifteen working day turnaround unless it is urgent at which time the request will be reviewed by Blubird Media LTD.
20. Blubird Media LTD may require access to your premises to complete tasks, this is done with at least seven days' notice and all employees of Blubird Media LTD will be acting under your insurance and a certificate of insurance may be required as proof of insurance.
21. Blubird Media LTD holds the complete discretion to reject or alter any work requests submitted.

PAYMENT TERMS

22. If your services are paid for on a monthly basis they should be paid for in advance on the day your services begin.
23. All payments will be made in advance unless otherwise specified by Blubird Media LTD.
24. All late payments will be subject to a £25.00 administration charge which will be added to the customer's following invoice. If outstanding invoices remain outstanding for more than thirty days, the termination process will be triggered.
25. Any disputed invoices will be treated as late and will trigger a £25.00 administration charge being added to the customer's following invoice.
26. Payments can be made via the following methods; Cheque, BACs, Cash, Card, Over the Phone, Online.
27. Blubird Media LTD does not provide any credit facilities.
28. Blubird Media LTD holds the right to complete credit searches and risk assessment at any point to assess risk to Blubird Media LTD. If a credit search is completed this will appear on your credit file and you will be notified when this is completed.
29. Payment for non-ongoing work or website development/ design work will be payable as follows;

WordPress Websites -

- 50% deposit prior to design work starting
- 50% payment on completion prior to the site being made live

Bespoke Websites -

- 20% Deposit
- 20% Following Design Completion
- 50% Following Development Completion
- 10% Following Deployment

SimpleSite -

- 100% Payable in advance

TERMINATION

30. Blubird Media LTD may initiate a termination process should they feel that it is appropriate for both the customer and Blubird Media LTD.
31. The customer may terminate the services provided by Blubird Media LTD by completing the following steps:
 - 31.1. A resolution meeting should be requested and can be called by either Blubird Media LTD 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 Blubird Media LTD 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. Blubird Media LTD 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 Blubird Media LTD discretion.

- 31.6. Blubird Media LTD 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. Blubird Media LTD will not be held responsible for the loss, damage or theft of any data exported or transferred to the customer.
- 31.9. Blubird Media LTD 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 Blubird Media LTD should be sent to 11 Carlton Business Centre, Station Road, Nottingham NG4 3AA.
- 33. Any email correspondence should be sent directly to your account manager or to enquiries@blubirdmedia.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 Blubird Media LTD.

WORKING HOURS

- 37. Blubird Media LTD holds regular office hours from 8am until 5:30pm Monday to Friday and no additional work requests 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 Blubird Media LTD unless they are pre-agreed or deemed reasonable.

LIABILITY

- 39. Blubird Media LTD 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.

ITTELECTUAL 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 Blubird Media LTD. 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 Blubird Media LTD.
- 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. Blubird Media LTD 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.