

CONTRACT

Date: 16/07/2024

Between us **Jessie Hallett Social Ltd** and you **Event Corp Leisure Ltd**.

Summary

We'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. What we want is what's best for both parties, now and in the future.

In brief

You (**Event Corp Leisure Ltd**), located at (**Old Market Hall, 5 Alexandra Road, Clevedon, BS217QE**) are hiring us (**Jessie Hallett Social Ltd**) located at (**The Embassy, 389 Newport Road, Cardiff, CF24 1TP**) to handle all advertising, communication and related work on social media required for its brand as outlined in our previous correspondence.

What do both parties agree to do?

As our customer, you have the power and ability to enter into this contract on behalf of yourself, your company or organisation. You agree to provide us with everything that we'll need to complete the project – including text, images, videos, database files and other information – when we need it and in the format we ask for, and the supply of such materials is for your own expense. You agree to review our work, provide feedback and approval in a timely manner too. Deadlines work two ways and you will 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.

We have 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 use all reasonable endeavours to meet all deadlines set, but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage. On top of this we will also maintain the confidentiality of any information that you give us, and you agree to reciprocate the same by not divulging our creative and technical knowhow, ideas or methods.

Project details

SOCIAL MEDIA PLATFORMS

In this project we will be utilising social media platforms developed by various different companies to handle and publicise your content. As such, because these software and services together with their underlying processes are not made by us, you agree and understand that there may be certain limitations to using such platforms which may be beyond our control.

All copy, content, videography and photography is to be supplied by the client where appropriate. Any integrations with external third-party components and/or services (such as payment gateways, CRM systems or email marketing subscriber forms) relies solely on their scope and availability by third-party providers. Should any such modules, services or components require licence fees (either as a one-off purchase, or an annual fee) we ask that you absorb these costs as they will need to be purchased by and licensed to your company respectively for commercial use and proof of ownership.

GRAPHICS, VIDEOS AND PHOTOGRAPHS

You should supply graphic files to us in an editable, vector digital format. You should supply photographs to us in a high resolution digital format of at least 2,000 pixels in width. If you choose to buy stock videos or photographs we can suggest vendors of stock materials, however there are a number of excellent sources providing free stock photography and videography such as unsplash.com and pexels.com for you to reference as well.

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 prices mentioned under the 'Payments' section below are based on the ideas laid out in our previous correspondence together. If you do want to change your mind, add extra content, campaigns, promotions or even add new functionality from those outlined in your quotation, that won't be a problem. After providing an estimate for the adjustments, and a revised timeframe on how this would impact the project, if agreed, the quoted amount will be added as a mid-project invoice, to be remitted before commencement of the work discussed.

When and if required you will be charged the hourly rate set out at the end of this document. Along the way we might ask you to put requests in writing so we can keep track of changes. But don't worry, we'll always inform you in advance of any additional charges in relation to the project.

COMMUNICATION

It is with regret that we will not compete for time on your project. Should you employ or involve the services of an outside consultancy or person/s to provide advice or action work which we specialise in, we reserve the right to terminate your project and any deposits initially remitted with regard to the project are non-refundable.

When we write to you for a point to be answered, material to be received or for a decision to be made, you understand that we will not be able to continue work on your project until such guidance or materials are received. Please ZIP archive all content, copy, videography and photography to jessie@jessiehallettsocial.com through a service such as WeTransfer, or provide these to us by memory stick as you find convenient.

Though operating across multiple time zones presents its challenges, and while we always endeavour to exceed your every expectation, please note that our office hours are between 09:00 and 17:00 GMT unless agreed otherwise.

Legal

Our sole warranty is that your social media campaigns will perform substantially in accordance with the specification agreed between us.

This warranty shall not apply to the extent any failure of the campaigns to substantially perform in accordance with the specification is caused by any materials you have supplied for incorporation into our work or arising as a consequence of your terminating the campaign services to be supplied under this contract.

All conditions, warranties or other terms concerning the services we are providing which might otherwise be implied into this contract (whether by statute or otherwise) are hereby expressly excluded.

Nothing in this contract shall operate to exclude or limit our liability for:

- (a) death or personal injury caused by our negligence; or
- (b) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (c) fraud; or
- (d) any other liability which cannot be excluded or limited under applicable law.

We cannot guarantee that our work will be error-free and we will not be liable to you or any third-party for any damage to software, damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

Our total liability in respect of claims based on events in any calendar year arising out of or in connection with this agreement, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 10% of the total charges payable by You under this contract in that calendar year.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

COPYRIGHTS

You guarantee to us that any elements of text, graphics, videos, photos, designs, trademarks, or other artwork that you provide or allow us to include in your campaigns are either owned by your good selves, or that you have permission to use them. You also ensure that all such content does not infringe applicable law and is not offensive in any manner (ie. race, gender, religion). We reserve the right to refuse any such malicious or offensive content.

We love to show off our work and share what we have learned with other people, so we also reserve the right to display some of your content and link to your works as part of our portfolio and to write about the project on web sites and social media, in magazine articles and in books about marketing and design.

Content Ownership

1.1 CONTENT OWNERSHIP:

The Client acknowledges and agrees that all content, including but not limited to photography, copywriting, and videography (collectively referred to as "Content") created by Jessie Hallett Social Ltd during the duration of the project term shall remain the exclusive property of Jessie Hallett Social Ltd, including all intellectual property rights therein.

1.2 USAGE RIGHTS DURING ENGAGEMENT:

During the term of this Agreement and solely for the purpose of the Client's social media marketing, Jessie Hallett Social Ltd grants the Client a non-exclusive, non-transferable license to use the Content. However, this usage is contingent upon the Client's continued engagement of Jessie Hallett Social Ltd for the services outlined in this Agreement.

1.3 RESTRICTION ON FUTURE USE:

Upon termination or expiration of this Agreement, the Client agrees not to reuse, reproduce, distribute, or exploit the Content created by Jessie Hallett Social Ltd for any purpose without obtaining express written consent from Jessie Hallett Social Ltd.

2. CONTENT STORAGE AND ACCESS:

Jessie Hallett Social Ltd shall maintain copies of all Content produced for the Client during the project term. The Client shall not have access to or control over the master copies of the Content.

3. INTELLECTUAL PROPERTY RIGHTS:

All intellectual property rights, including copyright, trademark, and any other rights, associated with the Content shall belong solely to Jessie Hallett Social Ltd. The Client shall not have the right to alter or remove any copyright notices or trademarks from the Content.

4. NON-COMPETE AND NON-SOLICITATION:

During the term of this Agreement and for a period of one year following its termination or expiration, the Client agrees not to engage in or solicit the services of any current or former employees or contractors of Jessie Hallett Social Ltd for similar services without prior written consent.

5. CONFIDENTIALITY:

Any proprietary or confidential information shared by either party during the course of this Agreement shall remain confidential and may not be disclosed to third parties without the other party's written consent.

Payments

We are sure you understand how important it is as a business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay amiable, you agree to stick tight to the following payment schedule:

£1,400.00 will be invoiced for the month's official start date.

£1,400.00 will be invoiced for each advance 1-month period thereafter across a minimum 6-month total insertion as agreed together.

* Our hourly rate is set at £60.00 / hour.

* All prices mentioned in this document exclude value added tax. This VAT is payable in addition to the prices mentioned without exception.

* With regret payments by cheque are not accepted. We cannot be held liable if services are disrupted resulting from fees not received due to postal, BACS or bank transfer payment delays.

Please note we cannot be liable for any delay to service arising out of any failure on your part to make payment when requested.

TERMINATION BY THE CUSTOMER

However unlikely it may be, should you like to abandon your project, you may cancel your monthly commitment any time after a three month period following project commencement. So long as you give us the agreement of two full calendar month's notice in writing. With regret, in such a situation, no refunds will be provided for advance payments due to the commitments we are bound to with contractors and suppliers.

We would urge you to consider carefully the campaign services before exercising your right to cancel under this paragraph.

TERMINATION BY THE SUPPLIER

We may terminate this agreement immediately at any time by giving you written notice if:-

- (a) you are in material breach of your obligations under this contract which (if capable of being remedied) is not remedied within 30 days after we have written to you to request it to be remedied;
- (b) you cease to trade; or
- (c) you become insolvent or unable to pay your debts within the meaning of the insolvency legislation applicable to you; or

- (d) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of your business or assets, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court; or
- (e) the ability of your creditors to take any action to enforce their debts is suspended, restricted or prevented or some or all of that party's creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
- (f) any process is instituted which could lead to you being dissolved and your assets being distributed to your creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).

If we exercise our right to terminate in accordance with this paragraph, all licences we grant to you under this contract will terminate immediately.

TERMINATION BEFORE PROJECT COMPLETION

Should either party terminate this contract:-

- (a) no refunds are owed in relation to the project.

POST-TERMINATION

Should either party terminate this contract or cancel the maintenance plan:-

- (a) all outstanding invoices become payable upon termination.
- (b) the terms defined under 'Indemnity' below will continue in full force and effect.

INDEMNITY

If we are subject to any claim, loss or damage (including legal and other professional fees) arising as a consequence of any alleged or actual infringement of any third party intellectual property rights arising out of our use of any materials you supply to us for incorporation into the campaign or otherwise arising out of any failure or delay on your part to perform your obligations under this contract, you agree to indemnify us against any such claim, loss or damage.

FORCE MAJEURE

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement under 'Termination by the customer' or 'Termination by the supplier' in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimise delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in the paragraph titled 'Force Majeure'.

Conclusion

If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the purposes of this contract are for the understanding and protection of both parties, the intentions are serious and this contract is a legal document governed by English Law and any disputes shall be settled under the exclusive jurisdiction of the courts of England and Wales.

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Signed by and on behalf of **Event Corp Leisure Ltd**



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Signed by and on behalf of **Jessie Hallett Social Ltd**
Date **16/07/2024**

ENDS/