

This page contains the The FoodHouse Online Limited Media Terms & Conditions (**Terms**) which are referred to in the The FoodHouse Order Form and Cost Summary documents (**Order**).

1 Parties to the Contract

1.1 “Customer” is the person who accepts a quotation of the Company for the sale of the Goods or whose order for the Goods is accepted by the Company. The customer is responsible for reading and agreeing our terms and conditions as they will form the basis of the contract of purchase and service agreement.

1.2 “The Company”, “The FoodHouse”, Online Limited. THE FOODHOUSE are responsible for providing a purchase and service that meets the agreements within the terms and conditions. Our registered office is THE FOODHOUSE, Suite 23, John Buddle Work Village, Buddle Road, Newcastle upon Tyne, NE4 8AW. Our company registration number is 11356764.

1.3 If an Order has been completed and executed by the entity identified as the customer in the Order (**you, your**) and by The FoodHouse (**we, us**), you have entered into an agreement for us to provide you with services in accordance with the Order and these Terms (collectively, the **Agreement**).

1.4 Our Privacy Policy also forms part of these Terms.

2 Our Obligations

2.1 Subject to the other terms in this Agreement, we will provide you with social media services which may include:

2.1.1 developing a strategy designed to enhance the social media presence of your business;

2.1.2 creating and disseminating marketing and promotional content about your business via Social Media Sites; and

2.1.3 monitoring and providing you with feedback on the status of your business’ online social media presence;

2.2 social media training (collectively, the **Services**).

2.3 The specific features of the Services we will provide you with are as set out in your Order

3 Duration

3.1 We will provide the Services to you on a month to month basis (**Monthly Agreement**), (**Duration**). The Duration commences on the date of execution of the Order by all parties (**Commencement Date**).

3.2 This service is subject to a minimum 3 monthly term and a 30-day rolling contract thereafter. A 30-day notice cancellation period is required on cancellation of our services. Cancellation requests are required in writing or via email.

4 Fees

4.1 In consideration for us providing the Services, you must pay us the fees specified in your Order (**Fees**) for the Duration.

4.2 Depending on which option is specified in your Order, the Fees are payable in advance without deduction, set off or counterclaim, by way of:

4.2.1 equal monthly instalments payable on the 1st day of each month or that corresponds to the Commencement Date (e.g. if your Commencement Date is 15 June your first payment will be on that date and your second payment will be on 15 July); or

4.2.2 one annual lump sum payable on each anniversary of the Commencement Date;(the **Billing Date**).

4.3 Your first payment of the Fees is due on the Commencement Date.

5 Billing

5.1 Fees are to be paid via one of the following payment methods as nominated in your Order (**Payment Method**):

6 Credit Card Payment

6.1 By specifying this Payment Method we will charge your nominated credit card for the Fees. We currently accept payment via Visa, MasterCard and American Express.

7 Direct Debit

7.1 By specifying this Payment Method we will charge your nominated bank account for the Fees. These are normally charged on the 1st of every month unless otherwise agreed.

8 The Services

8.1 We will endeavour to provide the Services:

8.1.1 in a timely manner;

8.1.2 with due care and skill;

8.1.3 in accordance with the Social Media

8.1.4 Terms; and

8.1.5 in accordance with your reasonable instructions.

8.2 You hereby authorise us to do all things we deem necessary to provide the Services effectively, including but not limited to carrying out the following actions on Social Media Sites on your behalf and under your name throughout the Duration:

8.2.1 create, maintain and control accounts and access information;

8.2.2 post content and use any other functionality including advertising;

8.2.3 manage responses from and interact with users; and

8.2.4 manage business connections.

9 Content

9.1 In the course of providing the Services, we will generate promotional and marketing content in relation to your business for publication on the Social Media Sites (**Provider Content**).

9.2 The quantity and type of Provider Content created and published will vary

from time to time at our discretion, based upon the social media strategy or training we are implementing for your business.

9.3 In order to create Provider Content we will require information from you about your business. This may include access information for the Social Media Sites or your existing websites, data, content, text, images, logos, trademarks, promotional materials, product or service information, comments, reviews, audio and video clips or anything else you provide to us or which you otherwise disseminate yourself (**Owner Content**).

9.4 We will not publish or otherwise disseminate any Provider Content without your approval to do so (**Approval**). Approval may be requested by us and/or given by you either in writing or verbally.

9.5 You must respond to any request for Approval or Owner Content in a timely manner as your failure to do so may impact on our ability to provide the Services effectively.

9.6 Despite anything to the contrary in this Agreement, you acknowledge that, in the course of providing the Services, we may, at our sole discretion:

9.6.1 refuse to use or publish any Provider Content or Owner Content (collectively, **Content**);

9.6.2 delay in providing the Services if you have not responded to a request for Owner Content or Approval;

9.6.3 remove or modify any published Content; and

9.6.4 change our social media strategy for your business.

10. Interactions

10.1 You may receive comments, emails, messages, reviews, enquiries, requests or any other content published by third parties on the Social Media Sites (**Third Party Content**).

10.2 We will interact with Third Party Content on your behalf and in your name, at our discretion, in the course of providing

the Services such as by responding to, deleting or editing the Third-Party Content (**Interactions**).

11. Monitoring

11.1 Our social media managers core working hours are 8:30am – 5:00pm, Monday – Friday.

11.2 As part of our service, your social media manager will be monitoring your relevant Social Media Page(s) Monday to Sunday from morning until night, including all weekends and public holidays.

12. Social Media Marketing

12.1 It is your responsibility to ensure your Facebook advertising account meets all payments without failure or delay. Should this happen on more than two occasions, it may severely damage your campaign (as per Facebooks algorithm), which is beyond our control.

12.2 Campaigns can be paused within contract on a monthly basis for a total maximum period of two months. A pause fee of \$750/month is applicable.

13. Extra Services

13.1 You may from time to time request that we provide Extra Services. These may be authorised by you in writing or verbally.

13.2 Any Extra Services will be provided subject to this Agreement.

14. Your Obligations

14.1 You agree and warrant to us for the Duration that:

14.1.1 our use of any Content when providing the Services will not violate any Applicable Laws or Social Media Terms;

14.1.2 you are entitled to use and authorise us to use, any Owner Content in connection with the Services and our use of any Owner Content will not infringe any third party rights;

14.1.3 you will not provide Owner Content that is illegal, defamatory, abusive, harassing, pornographic, indecent, obscene, hateful, racist, or otherwise objectionable;

14.1.4 you will provide us with true, accurate, complete and current information pertaining to your business as necessary for the provision of the Services;

14.1.5 you will promptly provide us with any assistance and information requested by us to provide the Services including responding to any correspondence from us in a timely manner;

14.1.6 you will familiarise yourself with and comply with the Social Media Terms in your own use of the Social Media Sites;

14.1.7 you will not use or interact with the Social Media Sites, the Content or Third Party Content improperly or illegally or otherwise in a manner that contradicts or hinders our provision of the Services effectively;

14.1.8 you will promptly advise us of any improper or illegal activity on the Social Media Sites or if you suspect the security of or access to the Social Media Sites has been compromised;

14.1.9 you are solely responsible for ensuring that any Content complies with any specific laws or regulations applying to your business.

15. Intellectual Property

15.1 You retain all Intellectual Property Rights in the Owner Content and all Intellectual Property Rights in the Provider Content vests in you upon creation.

15.2 Despite the above, we solely retain all rights, title and interest, including Intellectual Property Rights, in any of our Confidential Information, including that which has been used in the course of providing the Services.

15.3 You grant to us, for the Duration, a non-exclusive, worldwide, royalty free license to use, perform, reproduce, display, publish, adapt, modify, transmit, distribute, improve, create derivative works from, sub-license and otherwise exploit the Content for the purpose of providing the Services.

15.4 You also grant to us a perpetual, non-exclusive, worldwide, royalty free license to use your business' name, trademarks and

other branding and any comments or feedback you provide us with, for the limited purpose of marketing our own business both during and after the Duration.

15.5 You will not attempt to copy, reproduce, decompile, reverse engineer, disassemble, manipulate, impair or disable our Confidential Information.

16 Privacy Obligations

16.1 We handle Personal Information in accordance with our Privacy Policy. You must familiarise yourself with and ensure that any Content and use of the Social Media Sites by you complies with our Privacy Policy.

17 Confidential Information

17.1 We must keep any Confidential Information we obtain about your business confidential and not disclose it or allow it to be disclosed to a third party unless required by law or to provide the Services.

17.2 You must keep any Confidential Information you obtain about our business confidential and not disclose it or allow it to be disclosed unless required by law.

17.3 Both parties must take reasonable precautions to maintain the confidentiality of the Confidential Information of the other party.

18 Suspension

18.1 In addition to any other rights we have, we may temporarily suspend the Services where:

18.1.1 you fail to meet any of your obligations under this Agreement, including where any payment to us is overdue; or

18.1.2 the parties otherwise agree in writing to the suspension.

19 Termination

19.1 We may terminate this agreement immediately without notice to you if you:

19.1.1 fail to pay any amount due to us when required under this Agreement and

do not remedy this within seven days of the date the amount was due;

19.1.2 breach the Social Media Terms or any Applicable Laws;

19.1.3 fail to remedy any other breach of this Agreement within ten days of notice from us; or

19.1.4 we become aware of any act or omission by you or a third party in connection with your business or the Services that we reasonably believe could result in significant harm or legal liability for us or damage to our reputation; (**Default**).

19.2 Either party may otherwise terminate this Agreement upon giving the other party thirty days prior notice.

20 Effect of Termination

20.1 If we terminate this Agreement for Default, you must pay us the fees payable equal to the standard sixty-day notice period of two equal monthly payments. If we otherwise terminate this Agreement you must pay us the fees payable equal to the standard sixty-day notice period of two equal monthly payments.

20.2 If you terminate this Agreement you must pay us the fees payable equal to the standard sixty-day notice period of two equal monthly payments, to cover our costs associated with working ahead of time. Should you fail to pay the fees due, all costs associated with pursuing the debt will be your liability and added to the final amount payable.

20.3 On expiry or termination of this Agreement we will cease to provide the Services to you. Provided that you have at all times complied with this Agreement, we will withdraw our access to your account(s) and hand over to you within a reasonable time after expiry or termination, any usernames and passwords required to access accounts on Social Media Sites which we may have registered in your name whilst providing the Services.

20.4 The parties must return or destroy any Confidential Information they hold of the

other party within 14 days of the date termination or expiry takes effect.

21 Expiry and Renewal

21.1 This Agreement will automatically renew on a month to month basis (**Monthly Agreement**). Either party may terminate the Monthly Agreement by giving the other party sixty days prior notice.

22 Liability

22.1 To the maximum extent permitted by law, our Services are provided 'as is' and 'as available' with all faults and without any warranty, guarantee or representation made by us as to the accuracy, reliability or completeness of the Services. In particular, we do not guarantee, warrant or represent that the Services will achieve any specific results for your business (such as increased Social Media Site traffic, sales or otherwise).

22.2 We disclaim all liability for any loss or damage (including, but not limited to, special, indirect, consequential loss or damage, loss of profits or loss of data), howsoever arising directly or indirectly in connection with:

22.2.1 the provision of the Services;

22.2.2 the Content;

22.2.4 Third Party Content and Interactions;

22.2.5 any breach of this Agreement by you;

22.2.6 any delay in providing the Services due to circumstances beyond our control or your failure to provide any instructions or information; and

22.2.7 your business and use of the Social Media Sites.

22.3 These Terms of Use do not limit any non-waivable rights that you may be entitled to by law.

22.4 Where our liability cannot be fully excluded by law, we limit our maximum liability at our option, to:

22.4.1 the supply of the Services again;

or
22.4.2 the payment of the cost of having the Services supplied again.

23 Indemnity

23.1 You agree to indemnify and hold us harmless from and against any liability, loss, damage, costs (including legal costs), expenses or other liability we suffer or incur arising out of or in connection with any claim or demand against us by you or any third party, which arises from or is connected with:

23.1.1 the Services;

23.1.2 the Content;

23.1.3 the Social Media Sites;

23.1.4 Third Party Content and Interactions;

23.1.5 any breach of this Agreement by you;

23.1.6 any delay in providing the Services due to circumstances beyond our control or your failure to provide any instructions or information; and

23.1.7 your business and use of the Social

Media Sites.

The indemnity given by you is reduced to the extent that any gross negligence by us has contributed to the liability arising.

General

24.1 This Agreement may only be amended by written agreement between all parties;

24.2 You may only assign your rights and obligations under this Agreement with our written consent;

24.3 This Agreement supersedes all previous agreements about its subject matter and any agreements collateral to those agreements. This document embodies the entire agreement between the parties;

24.4 The failure of a party to require full or partial performance of a provision of this Agreement does not affect the right of that party to require performance subsequently;

24.5 A right under this Agreement may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver;

24.6 Agreement to the exclusive jurisdiction of the courts of England and Wales (including

any dispute or claim relating to non-contractual obligations);

24.7 A clause or part of a clause of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining clauses or parts of the clause continue in force;

24.8 Unless otherwise expressly stated in this Agreement, any notice or consent to be given to a party under this Agreement is only effective if given in writing to that party;

24.9 This Agreement shall prevail to the extent of any inconsistency between them and any other document associated with the transactions contemplated by this Agreement;

24.10 A reference to a party includes that party's related entities, employees, agents and contractors;

24.11 We may subcontract to any party the performance of all or any of our obligations under this Agreement; and

24.12 The Continuing Clauses survive termination or expiry of this Agreement.

Definitions

Where used in this Agreement, the below terms have the following meanings:

Applicable Laws means all laws applicable to the Services and your business.

Continuing Clauses means the clauses headed 'Confidential Information', 'Liability', 'Indemnity', 'General' and 'Definitions'.

Confidential Information means the information, forms, specifications, processes, methodologies, statements, strategies, plans, applications, formulae, source codes, trade secrets, drawings and data (and copies, notes, reports and extracts made of or from that information and data) concerning any of the following:

- (a) the operations and dealings of a party or its business;
- (b) the organisation, finance, customers, markets, suppliers, plans, opportunities, technology and know-how of a party; and
- (c) the existence, subject matter and contents of this Agreement.

Intellectual Property Rights means all present and future intellectual or industrial property rights anywhere in the world, including without limitation any copyright, moral right, patent, trade mark, registered or unregistered design, registered or unregistered plant breeder's right, trade secret, knowhow, right in relation to semi-conductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right or right of registration of such rights including improvements thereto.

Personal Information has the meaning given to it in the *Data Protection Act 2018*.

Social Media Site means any website, application, social network, platform, search service, messaging service or other third party service which we may use from time to time, at our discretion, in connection with providing the Services. This may include but is not limited Facebook, Twitter and Google+.

Social Media Terms means the terms and conditions of any Social Media Site.