

## **Grow Business Support - Terms and Conditions**

### **Definitions**

The following Terms and Conditions document is a legal agreement between Grow Business Support and their clients for the purposes of all services provided. Any acceptance of our proposals, and commencement of our services implies you have read and fully accept our terms and conditions.

### **Acceptance of Work**

Proposals are valid for 30 days from the date of issue and are subject to change following that. Grow Business Support can retract the offer of work at any time prior to acceptance. Services that are not included on the invoice or proposal do not form part of the contract, and need to be agreed separately.

If extra work is needed as part of an existing project, this may impact on timescale and completion of service.

Payment timescales are as stated on invoice, and non payment will result in legal action being taken.

Clients agree that examples of work can be used in Grow Business Supports' portfolio, social media accounts and ongoing marketing activities. Credit will be given to Grow Business Support in the footer of websites, documents and other materials created, unless agreement states otherwise.

### **Timeframes**

Approximate timescales for projects will always be given at the time of proposal, however can vary dependant on issues arising. Grow Business Support will always do their best to complete projects as soon as reasonably possible.

Extra charges for 'rush work' may apply.

Timescales for some projects are dependant on content being provided by the client in a suitable timeframe; if this is delayed it is likely the project completion will be also.

### **Website Creation**

Website creation will be provided using third party software through Wix. Grow Business Support accepts no liability for similarities with other websites due to template and plug in designs. Grow Business Support does not accept any liability for failure with the Wix system, or service, that may result in website outage.

Charges for use of the Wix software and hosting are paid by the client, or can be paid by Grow Business Support and invoiced to the client. In this instance Grow Business Support aims to keep track of payment dates and upgrade offers, but is not responsible to do so - all clients have access to their subscriptions information.

Grow Business Support makes reasonable effort into ensuring your site is responsive to all web browsers and screen sizes by adhering to guidance within the Wix development system. Grow Business Support cannot guarantee that the site will look the same in all web browsers functioning across different operating systems and screen resolutions, however if an issue does arise Grow Business Support will do their best, within reason, to try to solve it. This does not include new versions of browsers released after website completion.

Basic Wix training will be provided to the client to familiarise them with the management of their website, and recommendations given on how to use the software to get the best results for their businesses. It is the clients responsibility to use the websites and software, and Grow Business

Support is not liable for choices made throughout this process. It is the client's responsibility to arrange a time for this training.

Grow Business Support will advise on the legal requirements on a client's website but is not liable for any omission of such. It is the client's responsibility to be aware of all legal requirements regarding their business.

### **Content/Imagery**

Any content/images given to Grow Business Support as part of a project are the responsibility of the client. The client must ensure they have the rights to content given to be used. The client agrees that all media and content made available to Grow Business Support are either owned by the client, or used with full permission of the owners.

Grow Business Support is not responsible for proofreading any content given, or checking the correctness of any information given. This is the sole responsibility of the client.

Content cannot be taken from other websites, businesses or documents that are not the property of the client. Grow Business Support is not responsible for checking if the content provided is taken from other sources, and any issues with regards to this are the client's responsibility.

Any additional changes to content after project completion is the responsibility of the client, or will be charged at additional rates.

Grow Business Support reserves the right to refuse to work with any content/media that is unlawful, hostile, inappropriate, infringes privacy or constitutes harassment, violence or harmful intent of any kind.

### **Domain Names/Hosting**

Grow Business Support can, but is not required to, purchase domain names and third party hosting for clients. The client is responsible for ensuring they have the rights to use the domain name, and agrees to hold Grow Business Support with no liability for any claim resulting from the client's registration of a domain name. The client will also abide by Terms & Conditions set by domain registrars and third party hosting. Any support required with domains, hosting and email services are between the client and the third party service.

### **Coaching/Consultancy/Strategy**

Grow Business Support will do everything reasonably possible to help you achieve results and desired goals, but is not responsible for this. The client is ultimately responsible for any results achieved in their business, and accepts full responsibility for any decisions and for actions taken.

Grow Business Support will provide coaching, advice, methods, resources and workshops to help the client achieve their desired results and will advise on the following, including any other areas required; strategy, mindset, procedures, systems, day to day running, tasks and staffing.

Grow Business Support will not divulge details of the coaching relationship without consent, the client is welcome to discuss the coaching agreement without sharing all advice given to other business owners.

WhatsApp coaching is advertised as unlimited Monday to Friday 9am-5pm. I will aim to reply to all messages within 3 hours, but this could be up to 24 hours. Checkins will happen on a Monday and Friday.

All materials provided by Grow Business Support to the client are the intellectual property of Grow Business Support and cannot be reproduced or distributed by the client.

Termination of monthly coaching services needs to be in writing within 14 days of the end date, unless a timescale was agreed at the time of proposal. For monthly packages agreed at proposal

the number of months is guided by the date of start, e.g three months form the 6th January would be the 6th April.

## **Marketing Consultancy**

Grow Business Support will give marketing recommendations but is not liable for the result of these, all decisions made by the client with regard to strategy and content is their responsibility. Grow Business Support will plan and schedule social media posts on behalf of clients, but is not responsible for the results of these. will have the opportunity to review scheduled content before posting, failure to do so is not the responsibility of Grow Business Support and any issues arising from content posted are the liability of the client.

## **Branding Design Packages**

Grow Business Support will provide branding packages to clients, using Canva. Inspiration will be sought from he client, and designs put together - sometime using templates available on Canva, sometimes bespoke. The client is ultimately responsible for their logo and branding choices, and therefore liable for any claims, disputes, trademark, copyright or patent issues which may arise. It is the clients responsibility to check all proofs, and Grow Business Support will not be held responsible for errors or omissions,

## **Conflict Resolution**

If a conflict or issue does arise Grow Business Support and the client agree to mediate for a period of 14 days before further decisions are made. Formal discussions round issues or conflicts will take place over email, and Grow Business Support reserves the right to terminate working relationships at any point. Grow Business Support will not accept any slander or defamation towards itself, and will ask for reasonable evidence to back up any claims.

## **Communication**

Communication by clients to Grow Business Support can be made via email, WhatsApp or social media. Grow Business Support will try to reply to all in a timely manner, but does not guarantee a set time of reply. Proposals , agreements and items of importance will be discussed via email. All clients will be informed of any holidays and time away by Grow Business Support in advance.

## **SEO**

Grow Business Support aims to ensure that all Website projects are accessible to search engines, and will complete requires SEO checklists within the Wix system. Grow Business Support can give no guarantee that websites will become listed with search engines.

## **Liability**

Grow Business Support does not hold any liability for loss or damage caused by inaccurate information, omission, errors, delay or loss of content.

## **Indemnification**

The client agrees to use Grow Business Support services at their own risk, and agrees to hold Grow Business Support harmless from any and all liabilities, losses and claims, including but not limited to legal fees that arise form any service provided including content, choice of domain name, injury caused by products sold by the client, infringement of proprietary rights, copyright or delivery of defective services. The client has agreed to all of the terms and conditions within this document in working with Grow Business Support.

## **Privacy & Confidentiality**

Grow Business Support will not at any time disclose confidential information regarding a client, during or after their agreement and services. The client agrees to the same with regard to Grow Business Support.

## **Website Maintenance**

Grow Business Support will remain as an owner/collaborator on Wix websites created for clients unless requested otherwise, but will remove notifications for the website and contact forms. Grow Business Support will only access the website to do maintenance checks, or when asked to do so by the client.

## **Intellectual Property**

Any resources, templates or documents given to clients by Grow Business Support are the property of Grow Business Support and cannot be reproduced or redistributed without permission. Methods, strategies and resources cannot be used by any clients for their own gain.

## **Beta Client Spots**

Beta Client Spots may be offered for new services at a reduced cost. These new services have not been fully tested and therefore some things could arise that Grow Business Support will take every reasonable opportunity to amend. By signing up for a beta client spot you are fully aware that you are one of the first to try a new service, which may have some teething problems.

## **Discovery Calls/Meetings**

Discovery calls/meetings are usually the initial contact between Grow Business Support and a client. Grow Business Support is not required to provide specific advice, solutions or methods during these meetings.