

NIKKI PILKINGTON

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TERMS AND CONDITIONS

You want to hire me as your consultant, I want to work for you. So that everyone knows where they stand, here are my terms and conditions.

1. SERVICES

Your Purchase Order will have the details of the Services I am going to provide, whether one-off or ongoing.

The services that I provide (SEO Consultancy, Strategy, and Management) are based on my experience and the info that you give me, and will be performed to the best of my ability.

I will strive to achieve, but cannot guarantee. any targets we set in the beginning and going forwards.

The services I provide for you are not to be sold on to anyone else unless we've agreed to this already.

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2. ABIDE BY TERMS

If you sign my Purchase Order, I'm going to presume you're 18 or over and have the authority to sign for yourself or the company you work for.

3. SUPPLY OF SERVICES

While I will do my best to provide my services to you, I can't be held responsible for delays that arise because of holiday periods, power cuts or malfunctions, but I will always work around these to complete your project.

If I'm stupid enough to get an electronic virus, worm, or any other internet nasty, and you haven't protected yourself against this, I can't be held responsible for any loss or fault that occurs. This includes data, documents, and e-mails I send you. Please make sure your anti-virus software is up to date and I'll do the same.

I can't work if your website isn't online, and it's your responsibility to make sure it is, not mine.

If I recommend someone else to do some work for you, I'm not responsible for their supply. Please check them out thoroughly and refer to their terms and conditions.

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3. SUPPLY OF SERVICES CONTINUED

I reserve the right to suspend your services should I feel that our relationship has deteriorated, and nominate someone else to complete the contract. I'm pretty easy going, though, so it's unlikely, unless you kill my cat. I don't have a cat.

My main contact at your organisation needs to be one nominated person (usually you), let's not let too many cooks spoil the broth.

4. THIRD PARTY

Sometimes I may need to use a third party to provide something - if this happens, I will let you know and give you their contact details.

If I need to deal with a supplier of yours, you give me permission to do that. This is usually your hosting company, but could be someone else, such as your web designer or developer.

You deal with any payments to third parties and any agreement is between you and them, unless agreed otherwise.

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5. PRICES AND PAYMENT

The price I will charge you is detailed on the Purchase Order and any communication we have had before, usually email.

Any monthly services are payable in advance and all invoices are payable within 7 days.

Monthly services are for a minimum of 12 months unless stated otherwise on the order form. It is your responsibility to cancel after that and you must give 6 weeks notice. If no notice is given, then I will presume that you want to carry on with a rolling monthly contract.

Once you have ordered my services, if you don't pay, you are still responsible for payment. If payment isn't received within 7 days of receipt of invoice, I will use my legal right to charge statutory interest and statutory late payment penalties until I receive full cleared payment.

Where payment is a part of staged payments, then late or non-payment automatically means that all work stops until that full payment (including any accrued or extra payment) is made. No refunds will be made and no work or product of services will be released until cleared payment in full has been made.

I will not increase my daily rate during our initial 12 month contract.

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6. PAYMENT AND PASSING OF RIGHTS

As Bryan Adams once sang, everything I do, I do it for you (which means it's yours, not mine). It would be nice if you'd let me use you as a case study or portfolio example, and I will ask, but you can say no if you would rather I didn't.

7. LICENCE TO USE

You agree that I have a non-exclusive, worldwide, and royalty-free licence for the whole of any term, including any renewal term if applicable, to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your content as necessary solely for the purposes of rendering and operating the services to you under this Agreement.

(This means I can change wordy bits of your website if I need to and you've given me access- I'm not going to display your logo in a modern art display at The Tate Modern or anything.)

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8. RESPONSIBILITY AND MISUSE

You agree that you are responsible for the actions of all your employees, agents, consultants or those who appear or claim to be a member of your organisation or working with them.

You agree that anything you give me is accurate, suitable for your needs, proofread, doesn't violate any copyrights or laws, and is free of viruses.

I won't handle information, data, or material that I deem to be illegal, offensive, or controversial, but I will explain why if this happens.

You specifically agree that I have no liability in respect of copyright or intellectual rights with regards to images or copy that you provide and that if anyone sues because of it, it's your problem. Not mine. I don't have a good court outfit.

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9. MY ACCESS

You agree to give me all the information I need to provide my services on time. If you fail to do this, I cannot guarantee any deadline, and deadlines will move if provision of information is delayed.

You agree that you will do nothing which could restrict or inhibit my access to your website for any examination, including following any unexpected complaint about my services.

10. COPYRIGHT

You confirm that you own the copyright or have permission to use anything you provide to me, like data, text, documents, logos, and other content.

You agree not to infringe on any copyrights with materials or information I provide. This includes not copying, modifying, creating derivative works, linking, mirroring, reverse engineering, or using my services or reports to build similar products.

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11. TIME ESTIMATE

I will do my best to finish my services within the estimated time, but can't be responsible for any loss or damage caused by unavoidable or reasonable delays, including those caused by third parties or your failure to provide necessary documents or information. I will keep you updated on any delays.

12. DATA BACKUP

You are responsible for keeping up-to-date backups of your website data after I complete my services. I don't keep a back-up of your website and I won't keep sensitive information on my laptop - I'd recommend a password protected cloud based project management system for our work.

13. INFORMATION & DATA PROTECTION

Any services I provide to you may be reliant on information provided by you, so you are responsible for ensuring that any information you provide is accurate, correct and up-to-date.

I will hold any necessary data according to current applicable Data Protection legislation in England.

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14. CONFIDENTIALITY

I will take your confidential information to the grave, and expect you to do the same.

(My lawyer says I have to include this: Both of us agree that the specifications, documentation and information relating to this agreement are confidential, including information obtained about each other exclusively as a result of this agreement, and that only the agreed information can be disclosed to other parties, unless and until it comes into the public domain or as required by Statute or Court Order.)

15. EXCLUSIVITY

You're hiring me to do a job. Please don't hire someone else to do the exact same job. Otherwise 2 people are trying to do a good job of the job in different ways, and the whole of the job gets as confusing as this section.

I won't do the same job I'm doing for you for one of your direct competitors while I'm working for you. I don't like competing with myself.

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16. ELECTRONIC ORDERS

In view of the nature of the services I provide, unless we have agreed otherwise in writing, we both agree that you waive any cancellation or refund rights under the Consumer Protection (Distance Selling) Regulations 2000, particularly Regulation 13.

(This pretty much means once you've agreed to work with me and signed your life away, it's a done deal.)

17. QUERIES, COMPLAINTS & NOTICES

I'd love it if you didn't have to make a complaint, but if you do, I'll try and respond within 5 working days.

If you have a complaint, you must let me know via email to nikki@nikki-pilkington.com.

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18. TERM, BREACH AND CANCELLATION

It's very rare I cancel a contract, but if it happens it will be:

(a) Immediately, if you breach any term of any agreement, including any third party user agreement. You will not be entitled to any refund of unused services.

(b) By giving you 60 days notice for other reasons. In these circumstances I will refund you for any unused services or pre-paid fees within 30 days of the service ceasing. However I will not be responsible for any other liability whatsoever, including claims, expenses, fees, relating to the notice period and/or cessation.

If I do not act upon any breach immediately you should not assume that I have waived any rights as to enforceability or to seek redress, unless you have my express written agreement.

You may cancel any Order by giving me 14 working days notice prior to any estimated start date provided on the Purchase Order. Any deposit or payment already paid is non-refundable.