



**1. Definitions**

- 1.1. **Customer** ..... the Person, Firm or Company who buys or agrees to buy the Service from the Supplier.
- 1.2. **Supplier** ..... Kendall-IT Consultancy & Training, 1 Copper Beech Court, Salisbury Road, Blandford Forum, Dorset, DT11 7LH.
- 1.3. **Service** ..... the work to be carried out by the Supplier for the agreed Price.
- 1.4. **Conditions** ..... the terms and conditions of sale as set out in this document and any special terms and conditions as agreed in writing between the Customer and the Supplier.
- 1.5. **Price** ..... the price for the Service plus any local taxes (e.g. VAT) which recurs monthly.

**2. Conditions**

- 2.1. These **Conditions** shall form the basis of the contract between the **Supplier** and the **Customer** in relation to the sale of the **Service** to the exclusion of all other terms and conditions including the **Customer's** standard conditions of purchase or any other conditions which the **Customer** may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2. All orders for services shall be deemed to be an offer by the **Customer** to purchase services from the **Supplier** pursuant to these **Conditions**.
- 2.3. An order for services whether by letter, e-mail, online confirmation or purchase order shall be deemed to be conclusive evidence of the **Customer's** acceptance of these Terms and **Conditions**.
- 2.4. These **Conditions** represent the whole of the agreement between the **Supplier** and the **Customer** in respect of the E-marketing Service and supersede any other **Conditions** previously issued for the E-marketing Service.
- 2.5. The person accepting these **Conditions** is fully authorised to do so on behalf of the **Customer**.
- 2.6. The **Customer** is based within the United Kingdom for the purposes of the **Service**.

**3. Price, Payment and Policies**

- 3.1. The initial **Price** shall be the amount subscribed via the **Supplier's** website or otherwise agreed in writing by both the **Customer** and the **Supplier**.
- 3.2. The **Price** may be changed by the **Supplier** from time to time and one month's notice of such change shall be notified to the **Customer** in writing.
- 3.3. Payment of the **Price** is required prior to any work being carried out in any particular month.
- 3.4. The **Price** is payable monthly as long as the agreement exists, irrespective of any work being carried out.
- 3.5. Whilst the **Price** covers the normal monthly **Service**, ad-hoc charges may be required for any additional work. Additional work and charges must be agreed in writing between both the **Customer** and the **Supplier** prior to the additional work being carried out.
- 3.6. The **Service** is exclusively for use with Swiftpage E-marketing – [swiftpage.com](http://swiftpage.com) – for which an additional subscription with Swiftpage is required.
- 3.7. Refunds will only be given where it can be shown that the **Supplier** has fundamentally failed to provide the **Service** as defined in these Terms and **Conditions**.
- 3.8. Once the monthly subscription service has commenced it can be cancelled at any time by either the **Supplier** or the **Customer** by providing one month's notice in writing.
- 3.9. The **Customer** agrees to pay to the **Supplier** all costs incurred as a result of any subscription payment failure within 14 (fourteen) days of invoice.

**4. Warranties**

- 4.1. The **Supplier** warrants that the **Service** will at the time of delivery correspond to the description given by the **Supplier** in these Terms & **Conditions**.
- 4.2. Warranties in respect of third party services remain exclusively with the third party service provider and the **Customer** warrants that the **Supplier** will not be held in any way responsible for any failure of such third party services.
- 4.3. The **Customer's** approval will be sought prior to issuing any e-marketing communication. It is the **Customer's** responsibility to ensure the accuracy of any such communication. The **Customer** agrees to indemnify the **Supplier** should any action result from errors.
- 4.4. The **Customer** warrants that they have full title or permission to use all graphics and words presented for inclusion in any e-marketing communication and indemnifies the **Supplier** against any action which may be brought as a result of these graphics and words.
- 4.5. It is the **Customer's** responsibility to ensure that all e-mail and e-marketing legislation is complied with. The **Customer** will indemnify the **Supplier** against any and all action(s) brought as a result of failing to comply with such legislation.

**5. Ongoing 'E-marketing Service' Arrangements**

- 5.1. Once the initial payment for the **Service** has been received the **Supplier** will:
  - 5.1.1. issue one copy of the Suppliers' e-book *Practical E-marketing for Real Results*.
  - 5.1.2. create a Swiftpage e-marketing free trial account where available / required (free for 60 days when creating these Terms & Conditions).
  - 5.1.3. provide the **Customer** will access details to any created Swiftpage account for full access to performance data.
  - 5.1.4. load the Swiftpage account with contact details provided by the **Customer** in a CSV (Comma Separated Values) file (e.g. the Customer's own customers and prospects).
- 5.2. Ongoing Service:
  - 5.2.1. create up to two e-marketing templates per year.
  - 5.2.2. perform basic graphics manipulation (re-size, crop) any supplied graphics to suit e-marketing templates.
  - 5.2.3. create one e-marketing communication from **Customer** supplied content per month.
  - 5.2.4. spam-check each e-marketing communication and notify the results to the **Customer**.
  - 5.2.5. allow the **Customer** one opportunity to make minor content amendments per e-marketing communication.
  - 5.2.6. create up to two surveys / questionnaires per year with a maximum of five questions each.
  - 5.2.7. create an auto-responder if required, to thank those responding to a survey / questionnaire.
  - 5.2.8. create up to two PDF files, from **Customer** supplied content, of up to five pages each per year for attachment to e-marketing communications.
  - 5.2.9. submit one communication to Swiftpage for issue to targets per month
  - 5.2.10. attempt to submit communications for issue by Swiftpage within two hours of the **Customer's** requested date and time where these are within the **Supplier's** normal working hours (0800-1800)
- 5.3. To enable the **Supplier** to successfully operate the service the **Customer** must:
  - 5.3.1. provide a monitored e-mail address from which communications will be sent via the Swiftpage service.
  - 5.3.2. give the **Supplier** at least two weeks a) written notice and b) outline content for any new: template, e-marketing communication, survey / questionnaire, auto-responder or PDF file.
  - 5.3.3. all communications are to be agreed five working days prior to submission to Swiftpage.

**6. Additional Services**

- 6.1. Additional Services can be provided where the normal E-marketing **Service** limits are insufficient for the **Customer's** purposes. Additional charges will apply – please ask.