



The legal stuff

Terms and Conditions

Summary

We will always do our best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is, who should do what and what happens if things go wrong. In this contract, you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of *both* parties, now and in the future.

In short

You are hiring Fluid Media UK / Echo Digital Creative to design and develop a web site or digital film, digital marketing, branding, SEO or social media management for the estimated total price outlined in our quotation.

What do both parties agree to do?

As our customer, you have the power and ability to enter this contract on behalf of your company or organisation. You agree to provide us with everything that we need to complete the project including text, images and other information as and when we need it, and in the format, that we ask for. You agree to review our work, provide feedback and sign-off 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 the payment schedule set out in this contract, that is upfront (unless an agreement is agreed with our company directors before placing the order).

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 endeavour to meet all the 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.

Details of the works - Web

We will create designs for the look-and-feel, layout, and functionality of your web site. This contract includes one main design draft plus the opportunity for you to approve or make one set of revisions. If you're not happy with the designs at this stage, you will pay us in full for all the work that we have produced until that point, and you may either cancel this contract or continue to commission us to make further design revisions at our current daily rate.

HTML/CSS layout templates

If the project includes XHTML or HTML markup and CSS templates, we will develop these using valid HTML5 markup and CSS3 for styling. We will test all our markup and CSS in current versions of all major browsers including those made by Apple, Microsoft, and Google. We will also test to ensure that pages will display visually in a similar, albeit not necessarily an identical way, in Microsoft Internet Explorer for Windows as this browser is now past its sell-by date.

We will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer 5, 5.5 or 6 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need to show the same or similar visual design to visitors using these older browsers, we will charge you at the daily rate set out in our original estimate for any necessary additional code and its testing.

Digital Marketing

By entering a digital marketing project with us the client agrees to the following terms and conditions. It is expressly understood that we will facilitate digital marketing services on various online platforms, including but not limited to Google and social media platforms, as part of the project. The client acknowledges that any payments made directly to Google or social media platforms for advertising, promotions, or other related services are separate from the fees charged us for its digital marketing services. The client is solely responsible for making payments directly to these platforms as per their respective billing policies. We are not liable for any payment discrepancies, issues, or losses incurred by the client in transactions with Google or social media platforms. Additionally, we do not guarantee specific outcomes related to the performance of ads or promotions on these platforms, as results may be influenced by factors beyond our control. It is the client's responsibility to manage and monitor their accounts on these platforms. We reserve the right to adjust its fees based on changes in third-party platform policies or fees. Clients are encouraged to review and adhere to the terms and conditions of Google and social media platforms independently.

Details of the works – Film

We will produce a short promotional video showcasing the best of what your organisation has to offer. We will capture the essence of your organisation and reflect this through a creative and inspirational video. This will be packaged in a stylish, modern looking video production, incorporating any music, audio or images the client may wish to use. It is your responsibility to ensure that any people shown in the video have not expressed the right not to be included under safeguarding. Any copyrighted imagery used must be confirmed as able to use, this is the client's responsibility.

Training Camps

We will deliver a course based on subject matter agreed between both parties. We will offer either onsite or venue-based training. If we have to rearrange the allotted time through no fault of ours then you will be charged a fee for rearrangement.

Text content

We are not responsible for writing or inputting any text copy unless we specified it in the original estimate. We'll be happy to help though, and in addition to the estimate we will charge you at £ 89.00 per hour, including a free initial consultation, for copy writing or content input.

Photographs

If needed, you will supply us photographs in a high-resolution digital format. If you choose to buy stock photographs, we can suggest vendors of stock photography. Any time we spend searching for or taking appropriate photographs will be charged at Hourly Photo Fee, after a free initial consultation to determine if this is the best route to take.

Changes and Revisions

The estimate/quotation prices are based on the estimate we'll need to accomplish everything that you have told us you want to achieve. If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. You will be charged a daily rate and we might ask you to put requests in writing so we can keep track of changes.

Technical support

You may already have professional web site hosting, you might even manage that hosting in-house; if that is the case, great. If you don't manage your own web site hosting, we can set up an account for you. Your initial support/hosting bundle starts from when we start work on the site.

Legal stuff

We can't guarantee that the functions contained in any web page templates or in a completed web site will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.

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, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by you, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project. We will give you a copy of all files (if requested) and you should store them safely as we are not required to keep them or provide any native source files that we used in making them.

You also own text content, photographs and other data you provided, unless someone else owns them. We own the XHTML markup, CSS and other code and we license it to you for use on only this project.

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

Payments

We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule, payment upfront, but may be revised based on further conversations between us.

Interest accrued if payment is more than 14 days late is 5% of outstanding amount to be added every 7 days, starting from 15th day after receipt of the final invoice.

Termination Clause

1. **Notice Period:** The terminating party must provide 30 days of written notice to the other party. This means that if one party wishes to cancel the contract, they must notify the other party at least 30 days before the intended termination date.
2. **Cancellation Fee:** If the contract is terminated without the required notice, a 50% charge will apply. This fee compensates the non-breaching party for the lost revenue due to the cancellation.

But where is all the horrible small print?

Just like a parking ticket, you cannot transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Current Standard Support SLA's (subject to change)

WebSpace⁴ Support

12 Months Support

Software Updates and fixes upon release.

Continuous Updates and fixes for modern browser compatibilities. (this can change frequently)

Once a month web space check for bugs and fixes.

1-40 Support updates to image/text content per webspace (via email/telephone).

New widget additions on arrival – optional.

Hassle free Telephone and Email Support.

Support Credits

We have introduced support credits as our main source of support for items such as text-based objects, menu items and any static image that are located on the website.

How do Support credits work

You will receive 40 support credits with your yearly support package. We feel this is more than enough to have your website up to date with all the static information that is required on your website v4.

Let's say you need a piece of text updated on the 'term dates' page or the 'welcome' page, simply email myself the change/update and I will update this for you on the fly at my end and it will only use 1 of your support credits. No need for you to update your website main text content any longer! Please note, support credits are not used when uploading a new document to the website, this can all be controlled by yourself with what gets uploaded or removed from the website.

What are Support credits NOT used for

Our new support credits are not used for uploading documents or images as this function can be done by yourselves via the new backend admin area on the fly. Support credits are also not used for design or structural purposes of the website so it's vital we get what your new website looks like from the start, so you are happy. Any design changes to the websites design or structural frame after signing off will come at an extra cost.

What if I need a new page adding to my website

With webspace v4, we offer 4 additional page creations and no extra cost, so if you need a new page adding during the support term, just let us know and we will add it to the new website alongside the menu.

What can I update myself on webspace v4

Webspace v4 offers much more customisation than previous versions, including amending/adding page layouts and updating important documents/policies easily. Images can be added whilst editing pages and can be dragged/dropped into a preferred order. PDF documents can be uploaded easily to a global 'Media Library' and assigned to multiple areas of the website. Newsletters can be easily uploaded as a PDF or using a 'Sway' URL. It is also easy to remove documents/newsletters/elements as and when needed.

What can I NOT update myself on webspace v4

Although Webspace 4 offers more customisation, including the ability to edit text content/page layout, we would recommend emailing us in advance to ensure the task is nothing too complex and won't break anything visual/technical-wise. Menu items/layouts are also controlled by us. If any pages are broken from changes made at your end, it will cost 1 support ticket for us to fix.!

The new admin area and familiar file manager.

The new admin area has a simple 'file manager' for documents and an 'Image manager' for page images. No more highlighting text and objects within the website to display a document or image that must be clicked, simply upload to the relevant folder within the file manager and it will display on your website within the dedicated document box or image space.

We use the same file manager you are familiar with for you to upload to the relevant folders on the left-hand side of the file manager.

The new admin area has a universal login system, so we suggest allocating at least 2 admins to housekeep and upload documents or images to the new website pages and to keep everything clean and tidy.

Calendar

Webspace v4 uses the same google calendar as previous versions, so keep updating your google calendar and your events will display on your v4 website.

Class pages

All class pages are set out for best viewing purposes, staff photos, topics and homework, curriculum info and any other data you believe should be on there. Documents will be able to be added and assigned to the correct page/section and can be assigned to multiple areas if needed - uploading documents will be covered in website training. Image gallery(ies) can also be added to the class pages for a brief selection of images within the classroom (always good for how the classrooms look).

Webspace v4 Training

A quick and easy telephone training call will be all it takes to get your chosen admin up and running, I say easy, as they will be very familiar on how the file manager works when uploading a document/image to a web page as it uses the same previous method of uploading a document/image.

Disclaimer: While we strive to provide accurate and helpful support, we cannot guarantee that our website or support services are entirely free from errors or interruptions. We are not responsible for any damages or losses arising from the use or inability to use our website or support services.

Please note: We hereby disclaim any and all liability for loss, damage, or disruption to data, devices, or software resulting from malicious activities by third parties, including but not limited to virus attacks. While we implement robust security measures to safeguard our services and content, we cannot guarantee absolute protection against external threats. It is incumbent upon you to take appropriate precautions, including the use of up-to-date antivirus software and the implementation of security protocols, to mitigate such risks.

Terms and Conditions for Digital Marketing Projects

By entering a digital marketing project with Echo Digital Creative, the client agrees to the following terms and conditions. It is expressly understood that Echo Digital Creative will facilitate digital marketing services on various online platforms, including but not limited to Google and social media platforms, as part of the project. The client acknowledges that any payments made directly to Google or social media platforms for advertising, promotions, or other related services are separate from the fees charged by Echo Digital Creative for its digital marketing services. The client is solely responsible for making payments directly to these platforms as per their respective billing policies. Echo Digital Creative is not liable for any payment discrepancies, issues, or losses incurred by the client in transactions with Google or social media platforms. Additionally, Echo Digital Creative does not guarantee specific outcomes related to the performance of ads or promotions on these platforms, as results may be influenced by factors beyond our control. It is the client's responsibility to manage and monitor their accounts on these platforms. Echo Digital Creative reserves the right to adjust its fees based on changes in third-party platform policies or fees. Clients are encouraged to review and adhere to the terms and conditions of Google and social media platforms independently.

By engaging in a digital marketing project with Fluid Media UK Ltd / Echo Digital Creative the client acknowledges and agrees to the following terms and conditions.

1. Scope of Work: The scope of work for the digital marketing project will be defined and agreed upon in writing before the commencement of any services. Any changes to the scope of work must be documented and may result in adjustments to the project timeline and cost.

2. Payment Terms: Clients are required to make payments according to the agreed-upon schedule outlined in the project proposal. Failure to make timely payments may result in a suspension of services until payment is received.

3. Intellectual Property: All intellectual property created or provided by Echo Digital Creative as part of the digital marketing project, including but not limited to designs, content, and strategies, will remain the property of Echo Digital Creative until full payment is received. Upon receipt of full payment, ownership of the intellectual property will be transferred to the client.

4. Confidentiality: Both parties agree to keep confidential any information shared during the digital marketing project, including but not limited to business strategies, customer data, and proprietary information.

5. Performance Metrics: Echo Digital Creative will provide regular reports outlining the performance of the digital marketing efforts. While Echo Digital Creative will make every effort to

achieve agreed-upon performance metrics, results may vary, and no guarantees are made regarding specific outcomes.

6. Termination of Services: Either party may terminate the digital marketing project with written notice. In the event of termination, the client agrees to compensate Echo Digital Creative for any services rendered up to the termination date.

7. Indemnification: The client agrees to indemnify and hold Echo Digital Creative harmless from any claims, losses, or damages arising out of the client's use of the digital marketing services, including but not limited to claims of intellectual property infringement.

8. Governing Law: This agreement shall be governed by and construed in accordance with the laws of England. Any disputes arising under or in connection with this agreement shall be resolved through arbitration.

Data protection policy Awareness

Our decision makers and key people in our organisation are aware that the law is changing to the GDPR. We appreciate the impact this is likely to have.

Information we hold

We do not hold any personal data of any individual working for any clients (education/business/organisation) other than name and position held within their organisation. We document all data we hold and where it came from. We do not share our data with anyone outside our company. Our data we hold is shared within our organisation on "a need-to-know basis". We have collated all information from an audit, and it is held in one central encrypted database which is held on one central server which is hosted by our partner and is physically located in their offices in UK Data Centres. Access to this software database has two levels of authentication/password. The data we hold is in relation to the equipment and software we support. We hold this information to aid our support of ICT systems for our clients, e.g. make and model of hardware, times and dates of call outs, nature of issue, resolution etc. We do not access and therefore do not hold, any of our clients personal or company data information.

Communicating privacy information

We have recently reviewed our current privacy policy and all people within our organisation have been made aware of this new policy.

Individuals' rights (including our staff)

All our procedures cover all the rights individuals have, including how we would delete personal data or provide data electronically and in a commonly used format. We will reply to requests within one month. Data we hold on to staff is kept in one database (separate from our client database) uniquely for staff alone which is kept on our office based central server.

We can confirm that all the following checks have been conducted with all echo digitalcreative Ltd staff:

Staff's identity, name, address and date of birth have been checked - Yes

That we have checked their right to work in the UK - Yes

Subject Access requests

Our procedures are in place to handle any requests for access or deletion of data within the new timescales and provide any additional information within the parameters of the new laws.

Lawful basis for processing personal data

We do not process any personal data of any client organisation. If we ever did in future we will have a system to document it and will have updated our privacy policy in accordance.

Consent for new clients / children

We have reviewed how we seek, record and manage consent from clients to hold general ICT related data. This is done by e-mail, prior to engagement, with one person who is eligible to consent on behalf of the

client. As part of this engagement, we will ask if the new client organisation has any children working in their organisation. If so, we will require parental or guardian consent for any data processing activity. However, we will not hold any personal data of any individual of our client organisations regardless of age.

Data breaches

We have a comprehensive daily monitoring procedure in place that detects, reports and investigates any type of data breach. We have security/filtering hardware connected to our network as well as software that monitors any unwanted online presence. In the event of a data breach, we will you will notify those concerned directly, immediately.

Data Protection by Design and Data Protection Impact Assessments

We will not process any personal data of any individual of any client organisation.

Data Protection Officers

The Managing Director is designated to take responsibility for data protection compliance within our organisation. He assesses where this role will sit within our organisation's structure and governance arrangements.

International

We do not work outside of the UK

THIS POLICY IS UNDER CONSTANT REVIEW AND WILL BE UPDATED ACCORDINGLY IN CONJUNCTION WITH NEW LEGISLATION AND COMPANY POLICY.

Although the language is simple, the intentions are serious, and this contract is a legal document under exclusive jurisdiction of English courts.

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**echo digital creative is a trading name
of FluidMediaUK ltd**

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