



Social Media Management Contract

Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote, then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

Agency Appointment

The Client hereby appoints the Agency to handle all advertising, communication and related work on social media required for its brand.

Agency Services

The Agency shall provide to the Client services which shall include the following:

- Setting up social media platforms such as Facebook and Instagram, where required and not already in place.
- Creating content, engagement as well as ongoing management of these platforms.
- Monitoring social media conversations and responding to the same.

Commencement and Duration

This agreement is deemed to commence from the date of the first invoice for service and shall remain in force for a minimum of 6 calendar months. The agreement will be renewed thereafter every month, unless cancelled by either party in advance.

Confidentiality

The Agency shall maintain absolute confidentiality with respect to any confidential information received from the Client. The Agency shall not disclose any such information without obtaining Client's specific prior consent, otherwise than in compliance with statutory requirements.

Agency fees and Remuneration

The Client agrees to pay the Agency a retainer fee monthly. This amount will be payable at the beginning of the month of service, upon receipt of invoice from the Agency in advance. All out-of-pocket expenses such as outstation travel, stay, etc incurred by the Agency, as part of this assignment, would be borne by the Client. Such out of pocket expenses will be incurred by the Agency only after specific approval from the Client. Similarly charges for any other services including video creation, application development, media buy, purchase of licensed images and content, etc. if applicable, will be charged extra.

Payment Terms

The Client agrees to pay Retainer Fees against Invoices at the beginning of the month for that particular month. All other Invoices raised on the Client will become payable within 14 days from the date of all such Invoices.



Indemnity

The Client shall indemnify and keep the Agency indemnified against all losses, expenses or damages that may be suffered by the Agency due to any default or breach of terms by the Client under this Agreement.

Force Majeure

Neither the Client, nor the Agency, shall be liable for any default, delay or lapse occurring due to events beyond their control including riot, strike, theft, war, or acts of God and/or nature.

Evaluation

The Client and the Agency shall evaluate progress under this agreement at the beginning of every quarter and take corrective action as may be required.

Modification in Terms

Any changes in the terms and conditions contained herein shall have effect only prospectively and shall be valid only if recorded in writing and signed by both parties (if hard-copy) or mutually agreed by return (if by email) by the authorized officials of the Client and the Agency.

Termination

Either party may terminate this agreement by giving 1 month's written notice after the minimum 6 months to the other, without assigning any reason whatsoever. The obligations of the parties shall continue during the notice period.

Example: If you're invoice date is 1st day of the month, and you cancel on 5th day of the January, your service would renew on 1st February and end on 28th February. Your last invoice would be the 1st February.

Severability

If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

This document was last updated 13th November 2019. Next review is scheduled for 13th November 2020. This document shall remain in effect if not reviewed even if the scheduled review date has passed.

These Terms and Conditions and the Contract will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the Contract.