

# Terms and Conditions

## TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

These Terms and Conditions are the standard terms for the supply of goods and services by Pink Elephant Media Limited, a company registered in England & Wales, company number 11974626, and whose registered address is at Trent Lodge Trent Lodge, Stroud Road, Cirencester, Gloucestershire, England, GL6 7JN

### 1. Definitions

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Client”	means the person/company (including their employees, agents, or assigns), whose details may be more particularly set out in the Quote
“Client Materials”	means all works and materials provided by or on behalf of the Client to Pink Elephant for use in the production of, or incorporation into, the Client’s website
“Agreement”	means the Agreement between the Parties, which shall be deemed to incorporate these Terms and the terms in any Quote.
“Pink Elephant”	means Pink Elephant Media Limited and includes all employees and agents of Pink Elephant Media Limited
“Parties”	means both Pink Elephant and the Client, and Party shall mean either one.
"Fees"	means the Fees payable for Goods or Services
“Quote”	means Pink Elephant letter or other communication providing the Fees and description of Services, including timeframes and payment schedule where relevant.
“Schedule of Payment”	A document outlining the amounts and timing of payments under the Agreement
“Services”	means the services detailed in the Quote supplied by Pink Elephant to the Client
“Writing”	includes electronic mail and comparable means of communication.

1.2. Unless the context requires otherwise, references to the singular include the plural, and masculine includes the feminine and vice versa.

1.3. The headings in these Terms are for convenience only and do not affect their interpretation.

### 2. The Agreement

2.1. Any Quote provided by Pink Elephant shall not constitute an offer and is only valid for seven (7) days from its issue date. Unless otherwise stated, it does not include full artwork and design services.

2.2. These Terms & Conditions and any Quote and Schedule of Payment provided by Pink Elephant constitute the entire Agreement between the parties.

2.3. Previous dealings between the parties shall not vary or replace these terms or be deemed in any circumstances whatsoever to do so.

- 2.4. Before the Services can commence, Pink Elephant requires the Client to return a signed copy of these Terms & Conditions and outline of work and make any advance payment required, as specified in the Schedule of Payment. At this point, an Agreement will exist between the parties upon these Terms (Agreement).
- 2.5. Due to the unique nature of every job, specific terms and conditions may apply to an Agreement. These will be included within Pink Elephant's Quote and highlighted to the Client.
- 2.6. Any illustrations, descriptions, or imagery displayed on Pink Elephant's website, in marketing materials (both offline and online), catalogues, price lists or others are intended merely to present a general idea of goods or services provided by Pink Elephant. No part of these shall form part of any Agreement.
- 2.7. Pink Elephant may revise any Fees provided under the following circumstances:
  - 2.7.1.1. If the Client materially amends the scope of work to provide additional Services not referenced or detailed within the original specification.
  - 2.7.1.2. If the scope of work to be undertaken was unclear when Pink Elephant provided the original Fees.
  - 2.7.1.3. If it is discovered that there was a manifest error when the estimate was prepared.
- 2.8. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
- 2.9. These Terms & Conditions apply to the Agreement to the exclusion of any other terms that the Client may seek to impose or incorporate or which are implied by trade, custom, practice, or course of dealing.
- 2.10. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing, signed by each Party or an authorised representative of each Party.

### **3. Website Development**

- 3.1. Services specific to this Agreement will be outlined in the Quote accompanying these terms and conditions.
- 3.2. Pink Elephant shall provide to the Client the services and perform the services with a degree of skill, diligence, prudence, and foresight which, as at the relevant time, would reasonably be expected from a skilled and experienced website developer seeking in good faith to comply with its contractual obligation.
- 3.3. All services will be created iteratively through a production process of consultation, samples, feedback, and revision, ultimately resulting in a final website conforming to the Client's creative briefing and feedback.
- 3.4. Unless otherwise agreed in writing, all Quotes allow for one alteration to the design. Further alterations may incur additional charges.
- 3.5. Pink Elephant will perform the services using its own staff and associates. Pink Elephant will notify the Client if data protection regulation requires it to do so. Pink Elephant remains responsible for the quality of any work undertaken on its behalf by a third party.
- 3.6. Whilst Pink Elephant will use all reasonable endeavours to meet any milestone dates set out in the project plan, such dates are approximate only, and time of performance is not of the essence.
- 3.7. Pink Elephant makes every effort to ensure websites are designed to be viewed by most visitors. Websites are designed to work with the most popular current browsers (e.g., Firefox, Edge, Google

Chrome, etc.). The Client agrees that Pink Elephant cannot guarantee correct functionality with all browser software across different operating systems.

- 3.8. Pink Elephant cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website has been designed and handed over to the Client. As such, Pink Elephant reserves the right to quote for any work involved in changing the website design or code for it to work with updated browser software.
- 3.9. Pink Elephant will provide training to the Client on how to use their website. Any support required after this training will be chargeable at the prevailing rate.
- 3.10. Where specified in the Quote, Pink Elephant will link the completed website to and optimise the Client's Google My Business Profile, Google Analytics, and Google Search Console and submit site maps to Google and Bing.
- 3.11. Any additional work or variations to the Quote will be charged at Pink Elephant's prevailing hourly rate. Where possible, Pink Elephant will provide a quote first, which should be agreed upon before work commences.
- 3.12.

#### **4. SEO (Search Engine Optimisation)**

- 4.1. Where specified in the Quote, basic organic SEO will be added as part of the design and development. Pink Elephant will choose keywords based on the Client's needs. Pink Elephant will utilise Artificial Intelligence (AI) to improve any copy provided to maximise SEO.
- 4.2. There is no guarantee where Google and other search engines will place the Client's site in the rankings depending on the keywords. There are only a finite number of popular keywords, and competitors may already use some.
- 4.3. Pink Elephant cannot be held responsible if the SEO work is destroyed, in part or in full, knowingly or unknowingly, because the Client or another party has made changes to the Client's website or content without prior consultation with Pink Elephant.

#### **5. Hosting**

- 5.1. Pink Elephant requires all new websites created by them to be hosted by them for a minimum of 12 months from the date of completion. After this initial period hosting is on a monthly rolling contract.
- 5.2. Pink Elephant uses a third-party vendor for website hosting and does not guarantee that access to the servers will be uninterrupted or error-free. However, Pink Elephant will use reasonable efforts to minimise downtime. Pink Elephant will also make all commercially reasonable efforts to notify the Client in advance via email of any scheduled or emergency outages.
- 5.3. No refunds or credits will be given for any form of downtime or service unavailability.
- 5.4. Pink Elephant will provide a fixed bandwidth for each website or group of websites. Bandwidth can be increased on request at an additional cost to the Client.
- 5.5. Pink Elephant will take daily backups of the Client's website; however, should the website functionality be damaged by the Client's actions, additional charges will be payable for repair and reinstatement.
- 5.6. The Client acknowledges that their website will be immediately deleted upon termination of this Agreement. No Copy will be held by Pink Elephant so recovery will not be possible. Clients are advised to take a copy before issuing any notice of termination.
- 5.7. The Client acknowledges that Pink Elephant may, from time to time, carry out repairs, maintenance

and/or improvements to E-mail Hosting Services and/or Website Hosting Services (as the case may be). In this regard, Pink Elephant will use reasonable endeavours to inform the Client of such non-availability of the E-mail Hosting Services and/or Website Hosting Services (as the case may be) and ensure that such maintenance and/or improvements are carried out outside normal business hours wherever possible.

- 5.8. The Client must not run server processes (e.g. talkers/IRC Bots) or any performance monitoring for other web sites from their web space as Pink Elephant's shared servers are setup specifically to make these perform badly. If Pink Elephant discovers them, they will be deleted without warning, the Client's website will be suspended immediately the Client will be invoiced £100 for the cleanup.

## **6. Marketing Consultancy**

- 6.1. Pink Elephant will provide marketing advice and training to website providers of 1 hour per website per month.
- 6.2. For all other marketing consultancy Clients provision is subject to a minimum of 6 hours a month and a minimum contract term of six (6) months. Thereafter, the agreement reverts to a monthly rolling contract.

## **7. Marketing Cohorts**

- 7.1. Cohorts run for six months and include a monthly training day. Pink Elephant reserves the right to remove cohort members who fail to attend the sessions.
- 7.2. Should Pink Elephant deem a Cohort members behaviour to be disrupting the learning for other people, they will be asked to leave. No refund will be given for sessions where this happens.
- 7.3. Whilst Pink Elephant will take all reasonable steps to make sessions as inclusive as possible, participation in any activity requires the Client to understand spoken English and write and read in English to a high level.

## **8. Fees and Payment**

- 8.1. The Quote and Schedule of Payment will outline the Fees and payment dates specific to this Agreement. The Fees stated in the Agreement do not include Value Added Tax ("VAT"). VAT will be charged at the prevailing rate, and Pink Elephant's VAT number is GB 411 026 166. All prices are in pounds sterling.
- 8.2. Pink Elephant's preferred method of payment is Direct Debit. Payment is also accepted by bank transfer; bank details are on the invoice. Clients can also make card payments through Pink Elephant's website.
- 8.3. Unless otherwise agreed in writing, all invoices are payable within seven (7) days of the invoice date.
- 8.4. Any disbursements, such as the purchase of image rights, third-party software (plugins) etc., incurred by Pink Elephant during the carrying out of the Services on behalf of the Client will be invoiced separately if not included within the original Fees quoted. Some premium plugins require renewing annually to receive updates. No disbursements will be incurred without the Client's prior approval.
- 8.5. Any queries relating to an invoice must be received within seven (7) days from the date of the invoice. Until a query is resolved, the Client remains liable to pay the undisputed part of an invoice within the original timescale.
- 8.6. If the Client terminates this Contract before completion of the Services but where the Services have been partially performed, Pink Elephant will be entitled to pro rata payment of the Fees to the date

of termination provided there has been no breach of contract on their part.

8.7. If payment of the Fees or any part thereof is not made by the due date, Pink Elephant may:

8.7.1. Cancel the Agreement or suspend any further provision of services with immediate effect. Any suspension period shall be disregarded for contractual time limits previously agreed to complete the services. This includes turning off access to the Client's website.

8.7.2. Restrict future payment options to Direct Debit only.

8.7.3. Charge interest at 8% above the Bank of England base rate per annum on the unpaid amount starting from the day the invoice becomes overdue until paid, whether before or after any court judgement. Such interest shall accrue daily.

8.7.4. Charge the Client the recovery costs of any outstanding amount, including legal costs and disbursements.

## **9. Client Responsibilities**

9.1. The customer agrees to provide a single point of contact who is responsible for communication and has the authority to sign off on the services.

9.2. The Client acknowledges that Pink Elephant's ability to provide the services is dependent upon their full and prompt cooperation and the accuracy and completeness of any information and data the Client provides to Pink Elephant. Accordingly, the Client shall promptly provide Pink Elephant with access to and use of all information, data and documentation reasonably required by Pink Elephant for the performance by Pink Elephant of its obligations under the Agreement.

9.3. The Client agrees to follow Pink Elephant's reasonable instructions and procedures concerning the services. The Client agrees to provide Pink Elephant with all relevant information and images in an acceptable format, as requested by Pink Elephant, before the project starts.

9.4. The Client commits to having an initial briefing/strategy call. The Client is responsible for ensuring that any brief provided is complete and fit for purpose.

9.5. The Client shall be on time for any planned meeting. Should circumstances change and the Client be unable to make a scheduled meeting, a minimum of 48 hours' notice should be given to Pink Elephant to rearrange. Any meeting cancelled within 48 hours of the scheduled date and time may incur additional charges.

9.6. The Client warrants that they will obtain and maintain all necessary licenses and consents for the performance of the services.

9.7. The Client agrees to respond to the request for information and approval of proofs within five (5) working days of such a request. Any delays could result in the project being delayed and timescales having to be adjusted. If no response is received within four (4) weeks, Pink Elephant reserves the right to close the project and invoice the Client for any remaining balance of the project Fees. The completed website must be signed off within two (2) weeks of being presented to the Client. Any delays in the final sign-off will result in the Client being charged hosting fees.

9.8. The client is responsible for providing up-to-date and legally compliant Terms and Conditions of Sale for any eCommerce website build. The Client is solely responsible for maintaining these Terms and Conditions of Sale.

9.9. The Client grants Pink Elephant a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, and translate the Client Materials for this development under this Agreement.

9.10. The Client warrants and represents that the Client Materials, and their use by Pink Elephant under

these Terms and Conditions, will not infringe the Intellectual Property Rights or other rights of any person, will not be illegal or unlawful under any applicable law, and will not give rise to any cause of action against Pink Elephant or any other person in any jurisdiction.

- 9.11. Pink Elephant shall not be required to create any deliverables which, in their opinion, is or may be of an illegal or libellous nature or an infringement of any third party's proprietary or other rights. The Client shall indemnify Pink Elephant in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design of or any other proprietary or personal rights contained in any Deliverables created for the Client. The indemnity shall extend to any amounts paid on a solicitor's advice in the settlement of any claim.
- 9.12. If Pink Elephant's performance of any of their obligations in respect of the Services is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):
- 9.12.1. Pink Elephant shall, without limiting their other rights or remedies, have the right to suspend the performance of the work until the Client remedies the Client Default and to rely on the Client Default to relieve Pink Elephant from the performance of any of their obligations to the extent the Client Default prevents or delays Pink Elephant's performance of any of their obligations.
- 9.12.2. Pink Elephant shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Pink Elephant's failure or delay to perform any of their obligations as set out in this clause 9.12; and
- 9.12.3. The Client shall reimburse Pink Elephant on written demand for any costs or losses sustained or incurred by Pink Elephant arising directly or indirectly from the Client Default.

## **10. Developer Credit**

- 10.1. Pink Elephant may include a Developer Credit on each page of the website.
- 10.2. The Client must retain the Developer Credit on the website and any adapted version, must not interfere with the Developer Credit, and may only remove the Developer Credit at the Pink Elephant's request.

## **11. Post Go-Live Issues**

- 11.1. The Client should provide feedback to Pink Elephant about any faults or issues within one (1) month of the website going live.
- 11.2. Should the changes be deemed to be outside the project's original scope or advised after more than one (1) month, additional charges may apply.
- 11.3. After site completion, a Client or a third party of their choosing may wish to edit their website code themselves to make updates. Notification MUST be given to Pink Elephant. However, the Client agrees that in so doing, they assume full responsibility for any issues resulting from changing the code themselves. If the Client or a third party of their choosing edits the website code, resulting in functionality errors or the page displaying incorrectly, then Pink Elephant reserves the right to quote for work to repair the website.
- 11.4. Updating plugins and installing new plugins can cause errors, resulting in the site not performing as expected or, in some cases, being inaccessible. Pink Elephant is not responsible for this as it is run by a third party, and if we are asked to fix any issues related to updates, this will be chargeable.

## **12. Confidential Information**

- 12.1. In the absence of a separate non-disclosure agreement, this clause applies.

- 12.2. The Client understands that anything shared by any Cohort member is done so confidentially and that they undertake not to pass on directly or indirectly any specific information pertaining to any member, which might be construed as personal or delicate.
- 12.3. The Client acknowledges that the personal data of other Cohort members that they may have access to through their membership should remain confidential and they do not have consent to market to fellow members by virtue of shared membership.
- 12.4. If the Client participates in content creation with Pink Elephant, such as videos, photography, or case studies, they give Pink Elephant permission to use this content within their internal and external marketing communications.
- 12.5. Each Party acknowledges that in connection with this Agreement, it may receive certain confidential or proprietary technical and business information and materials of the other Party ("**Confidential Information**").
- 12.6. Each Party, their agents, and employers shall hold and maintain in strict confidence all Confidential Information, shall not disclose such Confidential Information to any third party and shall not use any Confidential Information except as may be necessary to perform their obligations under this Agreement except as may be required by a court or governmental authority of competent jurisdiction.
- 12.7. Notwithstanding the preceding, Confidential Information shall not include any information in the public domain or that becomes publicly known through no fault of the receiving Party or is otherwise correctly received by a third party without an obligation of confidentiality.
- 12.8. On the conclusion or termination of the Agreement, both parties shall cease to use all copies of confidential information obtained from the other except in so far as the law requires the information be retained, in which event it shall be kept until such period is over and, in any event, kept strictly confidential under the provisions of this clause.

### **13. Data Protection**

- 13.1. '**Data Protection Legislation**' refers to The Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced, or updated from time to time.
- 13.2. All personal information that Pink Elephant may collect (including, but not limited to, the Client's name, postal address, email address, and telephone number) will be collected, used, and held according to the provisions of Data Protection Legislation as defined above.
- 13.3. Their privacy policy describes how Pink Elephant collects, uses, and stores personal information.
- 13.4. In certain circumstances, Pink Elephant may pass the Client's personal information on to credit reference agencies. These agencies are also bound by the Data Protection Legislation as defined above and should use and hold personal information accordingly.
- 13.5. The Client warrants that any personal data on the system hosted by Pink Elephant complies fully with the provision of Data Protection Legislation as defined above and hereby indemnifies Pink Elephant against any infringement of such legislation (except insofar as Pink Elephant is responsible for the security of the system and the materials) and in particular acknowledges that Pink Elephant does not operate or exercise any control over, and accepts no responsibility for where or in what jurisdiction the materials may be received.
- 13.6. For some projects, Pink Elephant may have access to the Client's Client Data. In these cases, the Client is the data controller, and Pink Elephant is the data processor. The following will apply:

#### **13.6.1. The subject matter of processing**

The subject matter of the processing under this Contract will or maybe contact details data and demographic data of customers of the controller.

#### **13.6.2. Duration of processing**

The data will be processed or erased per the controller's instruction. Unless instructed otherwise, the processor will cease processing any personal data and erase it after six years, after which they may be destroyed without further notice.

#### **13.6.3. Nature and purpose of the processing**

The nature and purpose of the processing are for the controller to receive support from the processor concerning web development or SEO.

The processing will be limited to such matters, conducted electronically and by hard copy information.

#### **13.6.4. The categories of data subjects and types of personal data**

The categories of data subjects will include those recorded on the controllers' website software and other such systems.

The type of personal data will include, where appropriate, names and financial information.

#### **13.6.5. Obligations of Processor**

The processor will:

- Only personal process data on the controller's documented instructions, including with transfer of personal data to a third country or an international organisation, unless required by union or member state law to which the processor is subject. In such a case, the processor shall inform the controller of that legal requirement before processing unless that law prohibits such information on important public interest grounds.
- Ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- Take all measures required to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to such data, including, where applicable, the use of pseudonymisation/encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services; the ability to restore the availability and access to personal data promptly in the event of a physical, or technical incident; a process for regularly testing, assessing, and evaluation, the effectiveness of technical and organisational measures for ensuring the security of the processing.
- Not engage a sub-processor without prior specific or general written authorisation from the controller. Where the processor engages a sub-processor, the processor will place the same obligations on the sub-processor as placed upon the processor by this Contract.
- Shall assist the controller in fulfilling its obligation to respond to requests for exercising the data subject's rights.
- Assist the controller in ensuring compliance with data protection legislation around the security of personal data, considering the nature of processing and the information available to the processor.
- At the choice of the controller, delete or return all the personal data to the controller after the provision of the services relating to processing, and delete existing copies unless the law requires the storage of the personal data.



- Make available to the controller all the information necessary to demonstrate compliance with its obligations as a processor and allow for and contribute to audits, including inspections conducted by the controller or another auditor mandated by the controller.

#### **14. Intellectual Property Rights**

- 14.1. The Client undertakes to secure all copyright and other appropriate licenses, clearance or consent where required for the content and materials to be used during the project. Pink Elephant requires proof of permission before they will reproduce any licensed image.
- 14.2. The Client grants Pink Elephant for the term of this Agreement and Project a non-exclusive, revocable, royalty-free license to use their name, logos, trademarks, or devices ("Intellectual Property") to create the project.
- 14.3. Upon receipt of payment in full, Pink Elephant assigns all of its Intellectual Property Rights in the website to the Client. This assignment is for the entire term of the assigned rights, including all extensions, renewals, reversions, and revivals. Pink Elephant has the right to retain and reuse media (images, video, and copy) if Pink Elephant has provided them.
- 14.4. Neither Party shall make any claim to the other Party's content, materials, or services during or after the expiry of this Agreement.
- 14.5. All services provided by Pink Elephant shall be for the Client's exclusive use other than for Pink Elephant's promotional use.

#### **15. Indemnities and Limitation of Liability**

- 15.1. Neither Party shall be liable to the other under this Agreement in contract, tort, or otherwise (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for any loss of revenue, business, contracts, profits (actual or anticipated), goodwill, opportunity, reputation, or anticipated savings, any loss of, damage to or corruption of data, or any indirect or consequential or loss whatsoever.
- 15.2. The Client agrees to indemnify Pink Elephant against any claims, damages, losses, costs, and expenses which they may sustain or incur in relation to any content and materials which the Client provides, such indemnity applying in respect of any claims for any breach of applicable law or regulation or any infringement of any intellectual property rights.
- 15.3. Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of either Party or their servants, agents, or employees.

#### **16. Termination with Notice**

- 16.1. Either Party may terminate this Agreement by giving the other written notice of such termination as required as follows:
- 16.1.1. For web development services - seven (7) days.
- 16.1.2. For hosting services - after the 12-month minimum – one (1) month.
- 16.1.3. For Marketing Consultancy - after the six-month minimum – one (1) month.
- 16.1.4. For Marketing Cohort membership - after the six-month minimum – one (1) month.
- 16.2. If work is postponed or terminated at the Client's request, Pink Elephant shall have the right to bill pro rata for work completed through the date of that request while reserving all rights under this Agreement.
- 16.3. Should the Client wish to terminate a service that is subject to a minimum term, payment for the remaining term will become immediately payable.

16.4. If any additional payment is due, it must be paid within seven (7) days of the Client's written notification to stop work.

16.5. In the event of termination before completion, Pink Elephant shall own all rights to the work.

## **17. Termination without Notice**

17.1. Either Party may terminate the Agreement immediately by giving written notice to the other Party in the event of any of the following:

17.1.1. the other Party is dissolved.

17.1.2. The other Party ceases to conduct all (or substantially all) of their business.

17.1.3. The other Party is or becomes unable to pay their debts as they fall due.

17.1.4. The other Party is or becomes insolvent or is declared insolvent; or

17.1.5. An order is made for the winding up of the other Party, or the other Party passes a resolution for their winding up (other than for a solvent company reorganisation where the resulting entity will assume all the obligations of the other Party under the Agreement); or

17.1.6. (Where that other Party is an individual) that other Party dies, or because of illness or incapacity, becomes incapable of managing their own affairs or is the subject of a bankruptcy petition or Order.

17.1.7. The other Party passes a resolution for winding up (other than for solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect.

17.2. If either Party breaches a material provision under this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within fourteen (14) days of being given written notice of the breach, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

17.3. All notices of termination should be submitted to the other Party in Writing.

## **18. Consequences of Termination**

18.1.1. On termination of the Agreement for any reason, the Client shall immediately pay Pink Elephant all outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Pink Elephant shall submit an invoice, which shall be payable by the Client immediately on receipt.

18.1.2. The accrued rights and remedies of the parties at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

18.1.3. Clauses that expressly or implicitly have effect after termination shall continue in full force and effect.

## **19. Communication and Contact details**

19.1. Pink Elephant can be reached by telephone from Monday to Friday between 9am and 5pm GMT.

19.2. Pink Elephant is committed to providing its clients with a high-quality service that is both efficient and effective.

19.3. Clients can contact Pink Elephant to discuss how the service could be improved or register any dissatisfaction with the service they are receiving:

19.3.1. by email to [henny@pinkelephant.com](mailto:henny@pinkelephant.com)

19.3.2. by calling:

- Stroud: (01453) 705 097
- Bristol: (01174) 506 691
- London: (02039) 947 628

## **20. Force Majeure**

- 20.1. Pink Elephant will be under no liability if unable to carry out any provision of the Agreement for any reason beyond its control, including, but not limited to, staff illness, an act of God, legislation, war, terrorist activity, pandemic, epidemic, fire, flood, drought, power failure, mechanical/machinery failure, lockout, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any liability to procure material required for the performance of the Agreement.
- 20.2. During the continuance of such contingency, the Client may, by written notice to Pink Elephant, elect to terminate the Agreement and pay for work done and material used, but subject to that, shall otherwise accept delivery when available.

## **21. Other Important Terms**

- 21.1. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship between the parties. Neither Party shall have the authority or power to bind the other Party or Agreement in the name of or create a liability against the other Party.
- 21.2. If any part of this Agreement is found to be void or unenforceable by any court of competent jurisdiction, such part shall be severed from this Agreement, which will otherwise remain in full force and effect.
- 21.3. These Terms shall remain in force until altered in writing and signed by both parties.
- 21.4. The failure by Pink Elephant at any time or for any period to enforce any of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on a future occasion.
- 21.5. Pink Elephant may transfer or subcontract their rights and obligations under these Terms to another person or organisation, but this will not affect the Client's rights or Pink Elephant's obligations.
- 21.6. The Client may not assign this Agreement or any rights or obligations under it without Pink Elephant's prior written consent.
- 21.7. Unless otherwise agreed and subject to the then-current prices, these Terms of Business shall apply to any future instructions the Client gives to Pink Elephant.
- 21.8. A person not a party to the Agreement shall have no rights under the Agreement according to the Agreements (Rights of Third Parties) Act 1999.

## **22. Governing Law and Jurisdiction**

- 22.1. These terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.

**Pink Elephant Media Limited**

**The Client**

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*Signature*

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*Signature*

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*Print Name & Title*

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*Print Name & Title*

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*Date*

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*Date*