



Services Price Guide - Jan 2025



Service	Cadence	Activities Include	Comments	Rate
A/B Testing	<i>Recurring</i>	Monitor and test CTA performance against variations Monitor and test landing page performance against variations Monitor and test email campaign performance against variations	Optimize current conversation path to ensure ongoing that conversion rates stay steady or are continually increasing. Testing one element at a time and continue testing over time. Elements for testing include CTA copy, CTA graphic, landing page copy, form length, landing page layout etc.	£120.00 per week
Ad Campaign Management	<i>Recurring</i>	Ad management and performance tracking	Search ads and native social ads are an important part of an inbound marketing strategy. Ads can give proven content a more prominent stage, whether it's in maximizing reach to an existing audience or launching campaigns in a new market.	£240.00 per week
Ad Development	<i>Recurring</i>	Creation of campaign and ad	Search ads and native social ads are an important part of an inbound marketer's strategy. Ads can give proven content a more prominent stage, whether it's in maximizing reach to an existing audience or launching campaigns in a new market.	£440.00 per month
Add Communication Channel(s)	<i>One-Time</i>	Setup shared email inbox and live chat channels	Help teams manage, scale, and leverage one-to-one communication across site pages, Facebook, Slack, and other messaging channels.	£120.00 per channel
Automation	<i>Recurring</i>	Existing contact segmentation Ongoing segmentation & list refinement	Segment contacts so you can align your messaging to the right buyer persona and stage in the buying journey. Through targeted lists, deliver more relevant, effective marketing messages to your audience.	from £120.00
Bloggng	<i>Recurring</i>	Blog post creation	Ongoing blogging activities brings organic visitors to your website. We recommend you blog consistantly, generally at least once per week or more. Includes research, writing, posting, sharing of blog.	£440.00 per blog
Build Rep-Specific Landing Page (with Meetings)	<i>One-Time</i>	Meetings	Schedule your meetings and appointments faster without annoying back-and-forth emails. Skyrocket email productivity with the meeting scheduler tool.	£120.00 per salesperson
Buyer Persona Development	<i>One-Time</i>	Buyer and stakeholder interviews Construct buyer persona's and lifecycle	Buyer personas are fictional generalized representations of your ideal customers. Having a deep understanding of your buyer persona(s) is critical to driving remarkable content and new customer acquisition.	£440.00 per persona

Service	Cadence	Activities Include	Comments	Rate
Buyer Profile Development	<i>One-Time</i>	Company/Industry interviews Construct Buyer Profiles and lifecycle	Buyer Profiles focus on the Industry/Companies rather than the individual (Buyer Persona)	£440.00 per profile
Consultancy	<i>As Required</i>	Review, Strategy, Advise	We'll work with you to develop your strategy for maximum ROI	from £600.00 per Day
Content Strategy	<i>One-Time</i>	Determine publishing schedule Determine content themes and topics Fill publishing slots and share	A Content Strategy helps to develop content topics and themes and organizes publishing schedules.	from £760.00
Conversion Path Creation	<i>Recurring</i>	Creating and Publishing CTA, LP, Thank-you page, Email follow up	The process by which an anonymous website visitor becomes a known lead. It includes a remarkable content offer, a call-to-action, a landing page, and a thank you page.	£440.00 per offer
Conversion Path Creation	<i>Recurring</i>	Creating a top of funnel offer including research, design, & content writing	Create premium content offers, along with a conversion path to help generate leads.	£1,995.00 per offer
Customer Case Study	<i>Recurring</i>	Review success cases and create enticing case study, showing how you solved crucial painpoints prospects are experiencing	Help others discover and understand your successes and how you have helped customers like them. Includes research, writing, creation of case study, online, pdf and social publishing, and news posts.	£980.00 per case study
CRM Ongoing Optimization & Administration	<i>Recurring</i>	Reporting - Analytics	Keep Data updated reccuringly.	£440.00 per month
Custom Fields and Views	<i>One-Time</i>	Contacts - Properties	Your HubSpot account includes a number of contact, company, deal, and ticket properties by default. It is likely you will need additional properties to gather information for your marketing, sales, and service processes.	£640.00
Data Import & Cleansing	<i>One-Time</i>	Contacts - Importing	Export your records from your current system, refine and import them into HubSpot with a few clicks.	from £640.00
Deal Stage Setup	<i>One-Time</i>	Set up and customize your deal pipelines and deal stages	Set up and customize your deal pipelines and deal stages	£900.00
Design	<i>As Required</i>	Graphic Design Functions	Whether it is for Brand, Web, Print or Digital Documents our experienced UK designers can get your brand on point,	from £500.00 per Day

Service	Cadence	Activities Include	Comments	Rate
Develop a Customer Journey Map	One-Time	Conversion Path (CTA, Forms, Lead Forms, Landing Pages)	A customer journey map is a visual representation of the process a customer or prospect goes through to achieve a goal with your company. With the help of a customer journey map, you can get a sense of your customers' motivations -- their needs and pain points.	£1295.00
Email Marketing	Recurring	Email creation & targeting	Use email marketing to connect with and engage with your existing contacts.	from £175.00
Email Template Creation and Optimization	One-Time	Templates	Stop creating individual emails over and over again. We will create templates instead, with personalisation.	£260.00 per template
HubSpot CRM Setup	One-Time	Define deal stages, custom fields Initial CRM data migration Build custom rep lead views Build custom reports for managers	Implement the HubSpot CRM to help manage and analyze customer interactions and data throughout customer lifecycles.	from £1,600.00
Inbound Strategy	One-Time	Competitive analysis Website and content analysis Planning and strategy	The inbound strategy is an inbound version of a traditional marketing strategy. It combines analysis of the current state and opportunities, providing a plan for closing the gap.	from £990.00
Install HubSpot Sales	One-Time	Sales tool installation	This includes installing Outlook/Gmail integrations, website tracking codes etc.	£140.00 per sales person
Integrations	One-Time	Install a one click integration or create custom made integrations	We will integrate your most popular apps with Hubspot. For custom integrations we also work with many HubSpot-certified integration partners to create Integrations that fit your needs.	from £140.00 per integration
Kickoff Call	One-Time	Review goals, plans, challenges, timing Review roles and responsibilities Review and agree on timelines and action items	The Kickoff Call sets the stage for a successful client engagement. We'll cover GPCT (goals, plans, challenges, and timelines), roles & responsibilities, and other critical engagement information.	£240.00
Lead Hand-off Procedure & Feedback	One-Time	Help optimize your sales process by working on your marketing/sales handoff	Who will step in when? Is it documented and do you have SLA's in place between departments?	from £1300.00
Lead Nurturing & Automation	Recurring	Workflow creation & execution Workflow refinement	Nurture leads through your funnel by providing relevant content and offers along the buyer's journey.	£180.00 per workflow

Service	Cadence	Activities Include	Comments	Rate
Lead Scoring	One-Time	Lead scoring implementation Lead qualification	Construct a lead scoring system to help you qualify and assess leads. This is most useful for clients with good lead flow. For smaller clients, we will work with you to identify and apply prospect fit criteria through the sales team.	from £640.00
Live Chat and Chatbot Training	One Time	Creation of targeted live chat messages and corresponding chat bots	We will install and help you incorporat live chat as part of your customer service strategy	from £440.00
MOFU/BOFU Offer Creation	Recurring	Creating a top of funnel offer including research, design, & content writing	Create middle and bottom of the funnel offers to help advance prospects through the considersation and decision stages of the buyer's journey.	£1,750.00
MQL/ SQL Definition	One-Time	LifeCycle Stage	Focus on the definition of a Marketing Qualified Lead (MQL) and Sales Qualified Leads. This is the crucial handoff point between marketing and sales	£660.00
Other Content Creation	Recurring	Any other content creation that falls outside of the services listed in this tool such as podcasts, offline publishing, etc	The foundation of inbound marketing centers around content creation. We will help you leverage buyer personas to create content that speaks uniquely to your audience and different stages in the buyer's journey.	£Varies
Personalized Content	Recurring	Smart content modules, CTA's, and emails based on contact properties and site activity of users	Create a personalized site experience for users who engage with your website and content. Optimize site to display only relevant information and offers to repeat visitors and customers.	£Varies
Prospecting Support (Prospecting Tool)	One-Time + Recurring	Put your prospecting on autopilot to keep them from slipping through the cracks and free up more time to close warm leads	Put prospecting on autopilot to keep them from slipping through the cracks and free up more time to close warm leads.	£1350.00 £660 per month
Reporting Setup/ Reporting & Review	Recurring	ROI and performance reporting Client review	Measure the effectiveness of inbound efforts to demonstrate results and continously improve.	£Varies
Reporting Dashboard Setup	One-Time	Sales rep activity reporting	Visualize Marketing, Sales and Services initaitves.	£330.00
Sales & Marketing Alignment	One-Time	Define MQLs/SQLs Define lead stages SLA and reporting Establish feedback mechanism	Integrate commications and operations between client sales and marketing teams.	£1,700.00

Service	Cadence	Activities Include	Comments	Rate
Sales & Marketing Alignment Workshop	One-Time	Workshop, go through who does what, when and where	Get optimized results by aligning expectations between departments.	from £990.00
Sales and Marketing Funnel/Flywheel Analysis	One-Time	Sales, marketing services audit	How is each section performing?	£390.00
Sales and Marketing Goal Setting	One-Time	Setup SMART goals and potential workshop	SMART goals for Marketing and Sales	£340.00
Sales Audit and Strategy	One-Time	Audit, planning and workshops	Review the Sales process and Strategy of client in order to find optimization opportunities	£2,200.00
Sales Content Assessment and Recommendations	One-Time	Content Audit	Is the content up to date? What needs to be optimized? What needs to be created?	£550.00
Sales Document Creation	Recurring	Choose between Dropbox, Google Drive, HubSpot's documents and other tools to share documents	Build a library of helpful sales content for your entire team, share documents right from your Gmail or Outlook inbox, and see which content closes deals.	£Varies
SEO / Technical SEO	Recurring	On-Page SEO Technical SEO Link Building	Both On-Page SEO and Technical SEO are essential tools to improve the indexing of your website with Search Engines, helping it to be found more easily. We'll carry out a full site Audit to begin.	from £600.00 per month
Sequence Creation & Optimization	Recurring	Workflows & Sequences	Automate Your Follow-Up Emails with Sequences	£180.00 per sequence
Setup Calling	One-Time	Through Contact Record	Make and record calls through the software.	£120.00 per sales person
Setup Conversations	One-Time	Connect shared inbox Setup targeted live chat messages Bot creation	You can use your conversations inbox to manage your team's email inbox and targeted messages all in one place.	£220.00
Setup Customer Listening Posts (NPS, CES, 3 Point Survey)	One-Time	Customer Loyalty - Customer Experience - Customer Support	Are customers delighted? A series of tools to monitor customer reactions to performance.	£1,500.00

Service	Cadence	Activities Include	Comments	Rate
Setup Messages	One-Time	Create targeted live chat messages	You can set up routing so incoming chats and emails are distributed across specific teams and users.	£180.00
Set up Messages Round-Robin Rotation	One-Time	Create targeted live chat messages with round robin rotation to seat users	Rotate who should get Chat messages.	£180.00
Set up Workflows and Automation	One-Time	Sequences/Workflows	Successful marketing automation relies on triggering relevant and timely actions based on context.	£660.00
Single Inbox Setup & Training	One-Time	Inbox	All communication in one Inbox	£440.00
SLA Development	One-Time	Define the marketing to sales handoff process	One of the most critical steps in order to align expectations is creating a service level agreement (SLA)	£1,920.00
Social Prospecting	Recurring	Configure social inbox feeds for relevant prospect lists and keywords Assist sales team use social inbox for connection and engagement	Scour the social web to identify potential prospects. Help them find your site and move through your buyer's funnel.	£195.00 per week
Social Publishing	Recurring	Blog post promotion Social engagement Social growth	Social channels bring fresh, qualified traffic to your website. We determine the best networks to pursue (based on your target audiences and personas).	£195.00 per week
Social Selling Enablement	Recurring	Configure social inbox feeds for relevant lists and keywords Monitor and respond as	Keep track of what prospects and customers are saying about you in social media and engage prospects (or guide you to do so) as appropriate.	£140.00 per week
Technical Implementation (Setup & Integrations)	One-Time	Setup your HubSpot account Setup your content and contact tools Setup your analytics tools	Setup your portal for HubSpot.	£660.00
Video	Recurring	Video	Harness the power of video across your marketing, sales, and service teams to provide actionable, personalized content to your leads and customers	£700.00 per month
Web Development	As Required	Design, Sitemaps, New Pages, New Sites, Landing Pages, Content	Working in Wordpress, Hubspot CMS or Shopify we deliver websites your company can be proud of.	from £575.00 per Day

The Small Print

NICK SPALDING LIMITED - TRADING AS THE GROWTH AGENCY
STANDARD SERVICE TERMS & CONDITIONS FOR SERVICES AND PROJECTS

These Terms and Conditions are the standard terms for the provision of services by Nick Spalding Ltd, trading as The Growth Agency, a private Limited Company registered in England under number 9590523 whose registered address is The Quadrant Centre, Limes Road, Weybridge, Surrey KT13 8DH and whose main trading address is 29 Heronslee, Shefford, Bedfordshire, SG17 5FQ.

1. Definitions and Interpretation

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

“Business Day” means any day other than a Saturday, Sunday or bank holiday;

“Calendar Day” means any day of the year;

“Contract” means the contract for the provision of
Services, as explained in Clause 3;

“Deposit” means an advance payment made to Us under sub-Clause 5.5;

“Intellectual Property Rights” means copyright (and related rights), designs, patents, trade marks, and all other intellectual property rights that may exist in anything that We may create or produce as part of the Services. This includes all such rights, whether they are registered or unregistered, and the rights to apply for renewals or extensions of those rights (where relevant);

“Month” means a calendar month;

“Price” means the price payable for the Services;

“Services” means the services which are to be provided by Us to you as specified in your Quotation (and/or confirmed in Our Order Confirmation);

“Special Price” means a special offer price payable for Services which We may offer from time to time;

“Order” means your order for the Services provided;

“Order Confirmation” means Our acceptance and confirmation of your Order as described in Clause 3;

“We/Us/Our” Means Nick Spalding Ltd, trading as The Growth Agency a private Limited Company registered in England under number 9590523 whose registered address is The Quadrant Centre, Limes Road, Weybridge, Surrey KT13 8DH and whose main trading address is 29 Heronslee, Shefford, Bedfordshire, SG17 5FQ.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

2. Information About Us

All services subject to VAT.

thegrowthagency.co.uk

2.1 Nick Spalding Ltd, trading as The Growth Agency, a Private Limited Company registered in England & Wales under number 9590523 whose registered address is The Quadrant Centre, Limes Road, Weybridge, Surrey, KT13 8DH and whose main trading address is 29 Heronslee, Shefford, Bedfordshire, SG17 5FQ.

2.2 Our VAT number is GB 2126532 41

3. The Contract

3.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.

3.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, which may be indicated by Our Order Confirmation. Order Confirmations, where applicable, will be provided in writing.

3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:

3.4.1 The main characteristics of the Services;

3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 12);

3.4.3 The total Price for the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;

3.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;

3.4.5 Our complaints handling policy;

3.4.6 Where applicable, details of after-sales services and commercial guarantees;

3.4.7 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;

3.4.8 Where applicable, the functionality, including appropriate technical protection measures, of digital content;

3.4.9 Where applicable, any relevant compatibility of digital content with hardware and software that We are aware of or might reasonably be expected to be aware of.

4. Orders

4.1 All Orders for Services made by you will be subject to these Terms and Conditions.

4.2 You may change your Order at any time before We begin providing the Services by contacting Us. Requests to change Orders do not need to be made in writing.

4.3 If your Order is changed We will inform you of any change to the Price in writing.

4.4 You may cancel your Order within 24 Hours of placing it. If you have already made any payments to Us under Clause 5 (including, but not limited to the Deposit), subject to sub-Clause 5.6, the payment(s) will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If you request that your Order be cancelled, you must confirm this in writing. If you wish to cancel the Services after this time period, or once We have begun providing the Services, please refer to Clause 11.

4.5 We may cancel your Order at any time before We begin providing the Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform you as soon as is reasonably possible. If you have made any payments to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. Cancellations will be confirmed in writing.

5. Price and Payment

5.1 The Price of the Services will be that shown in Our Current Price List in place at the time of your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.

5.2 If We quote a Special Price which is different to the Price shown in Our current Current Price List, the Special Price will be valid for 30 Days or, if the Special Price is part of an advertised special offer, for the period shown in the quotation or advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.

5.3 Our Prices may change at any time but these changes will not affect Orders that We have already accepted.

5.4 All Prices exclude VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.

5.5 Before We begin providing the Services, you may be required to pay a Deposit of 50% of the total Price for the Services. The due date for payment of your Deposit will be included in the Order Confirmation.

5.6 In certain circumstances, if your Order is cancelled, your Deposit will be refunded in full or in part. The amount due will be calculated based upon the Price for the Services, Our Current Price List, and the amount of work (if any) already undertaken by Us. Please refer to sub-Clauses 4.4 and 4.5 if your Order is cancelled before the Services begin, or to Clause 11 if the Services are cancelled after they have begun.

5.7 The balance of the Price will be payable once We have provided the Services on a regular basis in advance, as stated in your quotation, during the provision of the Services.

5.8 We accept the following methods of payment:

5.8.1 Bank Transfer

5.8.2 Debit Card

- 5.8.3 Credit Card (Charges May Apply)
- 5.8.4 Cash (up to a maximum of £3,000).

5.9 Credit and/or debit cards will be charged in advance of services.

5.10 If you do not make payment to Us by the due date as shown in your quotation or subsequent invoice We may charge you interest on the overdue sum at the rate of 2% per annum above the base lending rate of The Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

5.11 The provisions of sub-Clause 5.10 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

6. Providing the Services

6.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the Design and Web Agency Services Industries and in accordance with any information provided by Us about the Services and about Us.

6.2 We will begin providing the Services on the date specified in your Order (and confirmed in Our Order Confirmation).

6.3 We will continue providing the Services for periods of time, agreed in advance.

6.4 We will make every reasonable effort to complete the Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 10 for events outside of Our control.

6.5 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible. Examples of what we may require include: Remote Access to Web Services including Google, Hubspot, Shopify, Microsoft, EMail Server, Web Server.

6.6 If the information or action required of you under sub-Clause 6.5 is delayed incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part, We may charge you a reasonable additional sum for that work.

6.7 In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 6.5, We may suspend the Services (and will inform you of that suspension in writing).

6.8 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention We will inform you in advance in writing before suspending the Services.

6.9 If the Services are suspended under sub-Clauses 6.7 or 6.8, you will not be required to pay for them during the period of suspension. You must, however, pay any invoices that you have already received from Us by their due date(s).

6.10 If you do not pay Us for the Services as required by Clause 5, We may suspend the Services until you have paid all outstanding sums due. If this happens, We will inform you in writing. This does not affect Our right to charge you interest under sub-Clause 5.10.

7. Problems with the Services and Your Legal Rights

7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us as soon as is reasonably possible, preferably in writing but you do not need to contact Us in writing.

7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.

7.3 We will not charge you for remedying problems under this Clause 7 where the problems have been caused by Us, any of our agents or employees or sub-contractors. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, sub-Clause 6.6 will apply and We may charge you for remedial work.

7.4 You have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the Services, You also have remedies if We use materials that are faulty or incorrectly described.

7.5 You have certain legal rights with respect to digital content. If any work produced for you under these Terms and Conditions is supplied as digital content, these rights may apply to you. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. Any digital content that We supply to you must be of satisfactory quality, it must be fit for purpose (where any such purpose has been made known to Us whether expressly or by implication), and it must match any description given by Us. Due to the nature of digital content you are unable to reject digital content which does not comply with the above; however you may have the right to a repair or replacement or, if these are not possible, to a price reduction up to the full Price. In cases where a price reduction applies and you have already made payment(s) to Us, you may be due a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 Calendar Days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. If digital content provided by Us under these Terms and Conditions damages your device(s) as a result of Our failure to exercise reasonable skill and care, you also have the legal right to compensation for such damage which may take the form of a repair or replacement, or financial compensation.

8. Intellectual Property Rights

8.1 During the course of providing the Services to you, We may create or produce graphic design work, logos, copy, images, advertisements, documents, presentations, websites, e-commerce images for you which embody/embody certain Intellectual Property Rights (such as copyright or patents).

8.2 We will retain ownership of any and all Intellectual Property Rights that may exist in the creation of design work or photography. We may grant to you a royalty-free, exclusive licence to use our design work, copy or photography by prior written agreement. The licence granted under this sub-Clause 8.2 will continue for a period to be defined in Our Quotation. The duration of the licence will not necessarily be related to the duration of the Services themselves and may continue beyond the duration of the Services.

8.3 If the Contract is cancelled under Clause 11, the licence granted under sub-Clause 8.2 may also be cancelled in full or in part and you will no longer be permitted to use all or part of our design work, copy or photography. Upon cancellation We will explain to you exactly which part(s) of our design work, copy or photography (if any) that you will remain entitled to use.

9. Our Liability

9.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

9.2 We provide Services for private and commercial use. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind, unless expressly stated. By making your Order, you agree that you will not use the Services for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

9.3 If We are providing Services in your property and We cause any damage, We will make good that damage at no additional cost to you. We are not responsible for any pre-existing faults or damage in or to your property that We may discover while providing the Services.

9.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

9.5 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us[, nor for Our failure to supply digital content that is of satisfactory quality, fit for purpose and as described].

9.6 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

10. Events Outside of Our Control (Force Majeure)

10.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

10.2 If any event described under this Clause 10 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

10.2.1 We will inform you as soon as is reasonably possible;

10.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

10.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;

10.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 11.3.3;

10.2.5 If the event outside of Our control continues for more than four weeks, We will cancel the Contract in accordance with Our right to cancel under sub-Clause 11.6.3 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation

notice.

11. Cancellation

11.1 If you wish to cancel your Order for the Services before the Services begin, you may do so under sub-Clause 4.4.

11.2 Once We have begun providing the Services, you are free to cancel the Services and the Contract at any time by giving Us seven days written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.

11.3 If any of the following occur, you may cancel the Services and the Contract immediately by giving Us written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If you cancel because of Our breach under sub-Clause 11.3.1, you will not be required to make any payments to Us. You will not be required to give seven days notice in these circumstances:

11.3.1 We have breached the Contract in any material way and have failed to remedy that breach within seven days of you asking Us to do so in writing; or

11.3.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; or

11.3.3 We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 10.2.4); or

11.3.4 We change these Terms and Conditions to your material disadvantage.

11.4 We may cancel your Order for the Services before the Services begin under sub-Clause 4.5.

11.5 Once We have begun providing the Services, We may cancel the Services and the Contract at any time by giving you seven days written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.

11.6 If any of the following occur, We may cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. We will not be required to give seven days notice in these circumstances:

11.6.1 You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.10); or

11.6.2 You have breached the Contract in any material way and have failed to remedy that breach within seven days of Us asking you to do so in writing; or

11.6.3 We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 10.2.5).

11.7 For the purposes of this Clause 11 (and in particular, sub-Clauses 11.3.1 and 11.6.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 11.3.1 and Us under sub-Clause 11.6.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

12. Communication and Contact Details

12.1 If you wish to contact Us, you may do so by telephone at +44 (0) 203 319 5229 or by email at hello@thegrowthagency.co.uk.

12.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). When contacting Us in writing you may use the following methods:

12.2.1 Contact Us by email at hello@thegrowthagency.co.uk; or

12.2.2 Contact Us by pre-paid post at The Growth Agency 29 Heronslee, Shefford, SG17 5FQ

13. Complaints and Feedback

13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

13.2 All complaints are handled in accordance with Our complaints handling policy and procedure.

13.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

13.3.1 In writing, addressed to Lisa Spalding, Director, The Growth Agency, 29 Heronslee, Shefford, SG17 5FQ

13.3.2 By email, addressed to Lisa Spalding, Director at hello@thegrowthagency.co.uk

13.3.3 By contacting Us by telephone on +44 (0) 203 319 5229

14. How We Use Your Personal Information (Data Protection)

We will only use your personal information as set out in Our Privacy Policy available from thegrowthagency.co.uk/privacy

15. Other Important Terms

15.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

15.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

15.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

15.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

16. Governing Law and Jurisdiction

16.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

16.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.

16.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

Nick Spalding Limited
29 Heronslee
Shefford
SG17 5FQ
United Kingdom

Company No. 9590523
VAT No. GB 212 6532 41