

# **Smart Searcher Terms and Conditions of Supply—Digital Marketing Service, Web Design, Graphic Design, and Monthly Payments.**

## **Definitions:**

- “Agreement” means the contract you have entered into by purchasing the services, to which these terms and conditions apply.
- “Smart Searcher” refers to Smart Searcher.
- “You”/“Yourself/The Client” means the person/company who has agreed to purchase the services.

## **Terms of Business:**

- You accept that by paying any of Smart Searcher’s invoices, you consent to being bound by these terms and conditions.
- You are advised to read these terms and conditions and if you have any queries, you must raise them before the work with Smart Searcher starts.
- Smart Searcher is the trade name for Josh Elvin.

## **Social Media Management (LinkedIn, Facebook, Instagram):**

- Smart Searcher will generate an invoice by the 3rd week of each month for the upcoming month's services, with the due date set as the 1st of the following month. This allows clients ample time to pay the invoice and ensures a smooth transition into the next month's services.
- The work will begin as soon as the invoice is paid, therefore no content production or advertising will occur until payment is received.
- We commit to adhere to the agreed-upon timeline. The content schedule is subject to change at the discretion of either party.
- Payment for monthly management fees will be invoiced before the 1st of each month, payment for the services is due on the 1st of each month. This will cover the following month's work.
  
- Failure to pay within the agreed-upon deadline will result in the marketing being suspended. Smart Searcher retains the right to suspend a Marketing campaign if payments are not received.
- This is a monthly billing account. If you decide to end the campaign at any point throughout the month (for example, because you have too much work or are too busy), you will not be able to carry a 'credit' forward to the next month.

- Smart Searcher will send content to the client with a 5-day approval period. The client can then ask for any adjustments they feel are necessary to be made to the content. If, for whatever reason, the client does not approve within the 5 days, Smart Searcher will begin to post the content without approval. Smart Searcher is not held accountable for any errors found without approval.

### **Cancellation:**

- Clients have the flexibility to cancel Social Media Management services at any time without the need to provide notice by the next billing period. This means that clients can cancel their services at any point during the month without penalty.
- If overpayments are made (for whatever reason) Smart Searcher will only refund up to one payment.

### **Graphic Design Work & Website Design Work:**

- You and Smart Searcher will agree upon a set hourly rate before any work will be carried out.
- Work is defined as hours spent on the main project, any and all changes suggested by you.
- Smart Searcher will record all hours worked on your project. Upon request, Smart Searcher will send a total of hours spent and total costs.
- After all changes are made, Smart Searcher requires your approval in writing (either email or text). Once approval is given, Smart Searcher will then produce an invoice with total hours spent and cost to the client.
- Payment of the invoice is required before any finished work is handed from Smart Searcher to the Client.

### **Cancellation:**

- Notice can be given (for whatever reason) by either party in writing at any point.
- Smart Searcher will then invoice for all work done up to the point of cancellation.

### **SEO Work:**

- Smart Searcher offers comprehensive SEO packages including services such as keyword research, SEO consulting, monthly page updates, content creation, and other relevant aspects tailored to your business needs.
- Invoices for SEO services will be sent by the 3rd week of each month, with the due date set as the 1st of the following month. This allows clients ample time to pay the invoice and ensures a smooth transition into the next month's services.

- Payment for SEO services is required by the 1st of each month for the work to be conducted in the following month. No SEO work will commence until the invoice is paid in full.
- Clients have the flexibility to cancel SEO services at any time without penalty, provided they give a minimum 30-day notice.

### **Client Responsibilities:**

- Clients are required to provide access to their website and hosting account to facilitate effective SEO work. However, if clients are unable to provide access, Smart Searcher may request additional access or resources depending on the scope of the work.
- Smart Searcher ensures the confidentiality of client information by using the client's business name only on documents sent directly to the client. Anywhere else, appropriate discretion is exercised to maintain confidentiality.

### **Changes to Terms and Conditions:**

Updates to the terms and conditions will be communicated to clients via email whenever changes are made. Clients will be deemed to have agreed to the updated terms upon payment of the invoice for SEO services.