

Terms & Conditions

Welcome to SwitchUp Marketing (“Agency”). By engaging with our services, you agree to comply with and be bound by the following terms and conditions (“Terms”). Please read these Terms carefully, as they outline the relationship between you (“Client”) and SwitchUp Marketing, located at Sparkhouse, Ropewalk, Lincoln, LN6 7DQ. If you have any questions, feel free to contact us via email at info@switchup-marketing.co.uk or call us on 01522 396995.

1. Introduction

SwitchUp Marketing is a full-service marketing agency that provides a wide range of marketing services, including but not limited to web design, social media management, marketing automation, and SEO. We aim to deliver high-quality services and ensure our clients retain 100% ownership of all assets created for them during our engagement.

By using our services, you agree to these Terms and any additional terms agreed upon via email.

2. Definitions

- Agency: SwitchUp Marketing.
- Client: The individual or company engaging the services of SwitchUp Marketing.
- Services: The marketing, design, and related services provided by the Agency, including but not limited to web design, social media management, automations, and SEO.
- Project: Any specific work or service agreed between the Client and the Agency.

3. Scope of Services

3.1 Web Design

Our web design services are tailored to meet the specific needs of each client. Once a project scope is agreed, we work closely with the client to design and develop the website.

- A 50% non-refundable deposit is required at the start of all web design projects.
- The final 50% is payable once the project is completed to the client's satisfaction, with all deliverables signed off.
- Upon completion and full payment, the client will own 100% of the website, including all code, design assets, and content.

3.2 Social Media Management

We offer complete social media management services, including strategy development, content creation, posting, and engagement monitoring on platforms such as Facebook, Instagram, LinkedIn, and Twitter.

- For the first month of social media management, a 50% non-refundable deposit is required.
- After the first month, payment will be due at the end of each month for ongoing services.
- Clients own all content, posts, images, and materials developed as part of the social media management services.

3.3 Marketing Automations

We provide automation services such as email marketing, customer journey mapping, and lead management systems.

- As with web design, we take a 50% non-refundable deposit upfront.
- The remaining 50% is due upon completion and client approval of the project.
- Clients retain full ownership of all automation systems, workflows, and assets once the final payment has been made.

3.4 SEO (Search Engine Optimisation)

Our SEO services focus on optimising your website's visibility on search engines like Google, helping to improve rankings and drive traffic.

- SEO is typically an ongoing service, billed at the end of each month.
- Clients will receive regular reports outlining progress, and any assets or materials created (e.g., keyword lists, optimised content) will belong to the client.

3.5 Additional Services

Any services outside the scope of those listed above (such as PPC advertising, content creation, etc.) will be clearly outlined and agreed upon between the Agency and the Client before commencement of work. All additional deliverables and timelines will be discussed on a case-by-case basis.

4. Client Obligations

- The Client agrees to provide the Agency with access to all necessary information, resources, and assets required to carry out the project, including (but not limited to) brand guidelines, content, and access to social media platforms or website hosting.

- The Client guarantees that all materials they provide are accurate, up-to-date, and lawful to use in marketing and advertising activities.

5. Ownership of Assets

Upon receipt of full payment for the services provided, the Client retains 100% ownership of all assets created during the project. This includes websites, social media content, automations, and SEO materials. The Agency will retain the right to use non-confidential work in its portfolio unless otherwise agreed.

6. Payment Terms

- For web design and automation projects, a 50% non-refundable deposit is required to start the project. The remaining 50% will be due once the client is fully satisfied and the project has been signed off.
- For social media management, SEO and other ongoing services a 50% non-refundable deposit is required for the first month of service, with ongoing monthly payments due at the end of each subsequent month.
- All payments are due within 14 days of invoice date unless otherwise stated.

7. Revisions and Amendments

- The Client is entitled to a reasonable number of revisions for each service, as agreed upon in the project scope. Any additional revisions or changes outside the initial scope may incur additional charges, which will be discussed and agreed upon with the Client.

8. Termination of Agreement

- Either party may terminate the agreement by providing 30 days' notice via email to avoid unnecessary completion of work. In such cases, any work completed by the Agency up until the termination date will be billed accordingly.
- If the Client wishes to terminate before the completion of a project, the initial 50% deposit remains non-refundable, and any additional work completed may be charged at an agreed rate.

9. Liability and Indemnity

- The Agency will not be held liable for any indirect, incidental, or consequential losses incurred by the Client as a result of using the services provided.
- The Client agrees to indemnify and hold harmless the Agency from any claims arising from the use of materials provided by the Client, or from the misuse of the services.

10. Warranties and Guarantees

- While we commit to delivering high-quality work, the Agency makes no guarantees regarding specific outcomes, such as an increase in traffic, sales, or search engine rankings.

11. Third-Party Services

- The Agency may use third-party tools or subcontractors to fulfil certain parts of the services (e.g., analytics platforms, social media schedulers). The Agency is not responsible for the performance or availability of these third-party services but will make every effort to manage and optimise their use on behalf of the Client.

12. Confidentiality

Both parties agree to keep all sensitive and proprietary information confidential. This includes business plans, client lists, and marketing strategies. The Agency will not share or disclose any of the Client's confidential information without prior written consent.

13. Data Protection

SwitchUp Marketing complies with all relevant data protection laws, including the General Data Protection Regulation (GDPR). Any personal data provided by the Client will be handled in accordance with our privacy policy.

14. Force Majeure

Neither party shall be held liable for any failure to perform its obligations due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, or labour disputes.

15. Governing Law

These Terms and Conditions are governed by the laws of England and Wales. Any disputes arising from this agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

16. Amendments to Terms

SwitchUp Marketing reserves the right to modify these Terms at any time. Clients will be notified of any changes in writing, and the revised terms will apply to all ongoing and future services unless otherwise agreed.

For any questions or further clarifications, please feel free to reach out to us at info@switchup-marketing.co.uk or call 01522 396995.

Thank you for choosing SwitchUp Marketing! We look forward to working with you.