

Intelligent Promotion – Terms & Conditions

1. Company Information

Intelligent Promotion

Ganders House, Ganders Business Park, Kingsley, Hampshire GU35 9LU

Website: intelligentpromotion.co.uk | Phone: 01420 478026

2. Definitions

- **Agreement:** The legally binding contract formed when the Client purchases our products/services.
- **Contract Start Date:** The date on which this contract is formed, usually when the Client accepts our services or makes a payment.
- **Products/Services:** Any services provided by Intelligent Promotion including but not limited to AI website design, generative engine optimisation (GEO), Google Ads/Profile management, digital marketing, email delivery, print services, and branding.
- **Intelligent Promotion:** Refers to Intelligent Promotion Ltd.
- **Client** (You/Your): The individual or business purchasing products/services from Intelligent Promotion Ltd.
- **Third-Party Providers:** External companies providing services such as domain registration, hosting, email management, or ad platforms (e.g., Google, Facebook, 123-REG).

3. Formation of Contract & Terms of Engagement

3.1 This Agreement comes into effect on the **Contract Start Date**, when the Client confirms acceptance of Intelligent Promotion services, either verbally, in writing, or by making a payment.

3.2 By using our services, you confirm that you have read, understood, and agree to these Terms & Conditions.

3.3 Any service modifications must be agreed upon in writing.

4. Service Management & Third-Party Dependencies

4.1 While Intelligent Promotion **manages domain names, hosting, email delivery, and marketing services**, we rely on third-party providers for certain aspects of service delivery.

4.2 If an issue arises due to a **third-party failure** (e.g., domain registrar downtime, email server issues, DNS propagation delays), **Intelligent Promotion will take all reasonable steps to escalate and assist in resolving the matter**. However, **Intelligent Promotion is not responsible for delays, downtime, or losses caused by third-party providers**.

4.3 Intelligent Promotion does not guarantee the successful delivery of emails sent via websites, contact forms, or automated functions, as factors such as **spam filters, blacklisting, or third-party email restrictions** may affect deliverability.

4.4 Clients are responsible for **regularly testing email deliverability from their website** and notifying Intelligent Promotion Ltd of any identified issues.

5. Cancellation & Termination

5.1 Client Right to Cancel

5.1.1 Under the **Consumer Protection (Distance Selling) Regulations 2000**, consumers may cancel their Agreement within **7 days** of signing, provided that services have not commenced.

5.1.2 Cancellation fees may apply if work has already started.

5.2 Cancellation by Intelligent Promotion

5.2.1 Intelligent Promotion Ltd may cancel or suspend services **without liability** if:

- A **regulatory or legal change** prevents service delivery.
 - A **third-party provider ceases or restricts** a service.
 - The Client fails to make payments on time.
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6. Payments & Fees

6.1 Payment is due **upon receipt of invoice**. Clients must ensure that funds clear within **14 days**.

6.2 Late payments may result in service suspension or additional fees.

6.3 All quotes are valid for **30 days**, after which Intelligent Promotion Ltd may adjust pricing.

7. SEO & Google Ads Terms

7.1 Intelligent Promotion provides **SEO and Google Ads management services**, but **cannot guarantee specific rankings or ROI**, as search engine algorithms and ad performance are controlled by Google.

7.2 Intelligent Promotion shall **not be liable for changes to search rankings** caused by search engine algorithm updates or third-party penalties.

7.3 Google Ads services are subject to Google's policies. **Intelligent Promotion is not responsible for account suspensions, ad disapprovals, or budget overspending caused by Google's automated systems.**

8. Print Marketing Services

8.1 Printed Proofs & Sign-Off

- Clients must **approve all digital proofs** before print production.
- Intelligent Promotion is **not liable for errors** in printed materials once the proof has been approved by the Client.

8.2 Print Quality & Colour Variation

- Colour variations are **inherent in printing processes**, and exact colour matching cannot be guaranteed.

8.3 Changes After Approval

- Once a print job has been **approved and sent to production**, changes **cannot be made**.
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9. Acceptable Use Policy

9.1 The Client agrees that any material uploaded, stored, or distributed via Intelligent Promotion's services **must comply with UK laws** and **must not infringe on third-party rights**.

9.2 Intelligent Promotion reserves the right to remove or suspend any content that is illegal, defamatory, or violates ethical business practices.

10. Limitation of Liability

10.1 Intelligent Promotion is **not liable for any indirect or consequential losses**, including but not limited to:

- Loss of profits, sales, or business opportunities.
- Loss of website rankings, advertising performance, or email deliverability due to third-party failures.
- Data loss, hacking, or cyberattacks.

10.2 Our **maximum aggregate liability** is **50% of the fees paid by the Client in a calendar year**.

11. Indemnity

11.1 The Client agrees to **indemnify and hold harmless** Intelligent Promotion from **any claims, damages, or expenses** arising from:

- The Client's **use of our services**.
 - Breach of these Terms & Conditions.
 - Legal issues resulting from the Client's website content, marketing activities, or ad campaigns.
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12. Complaints Procedure

12.1 Complaints must be **submitted in writing** to info@ipromoteltd.co.uk.

12.2 Intelligent Promotion Ltd aims to **respond within 30 days**.

13. Copyright & Intellectual Property

13.1 Intelligent Promotion Ltd retains ownership of **all website designs, branding materials, and creative work** until full payment is received.

13.2 The Client is **granted a non-exclusive license** to use delivered assets for their intended purpose but **may not resell or redistribute** them without written permission.

14. Governing Law & Dispute Resolution

14.1 This Agreement is governed by **English law** and subject to the jurisdiction of **Southampton Courts**.

14.2 Any disputes shall first be attempted to be resolved amicably.

15. Data Protection & Privacy

15.1 Intelligent Promotion Ltd **complies with GDPR** and UK data protection laws. Personal data is processed according to our **Privacy Policy**, available on our website.

16. Special Offers & Discounts

16.1 Offers and discounts are **subject to availability** and may be **withdrawn at any time**.

16.2 Discounts **cannot be applied retrospectively**.

Acceptance of Terms

By engaging with Intelligent Promotion Ltd, the Client agrees to these **Terms & Conditions**.