



my terms & conditions





my terms

BACKGROUND:

These T&Cs shall apply to the provision of Copywriting, Content Creation and Mentoring Services provided by Zoe Barnett t/a Zo Connected of 57 St Ann's Road, Middlewich, Cheshire, CW10 9BY ("Zo Connected", "Us") to business customers. **These T&Cs were last updated on 6th June 2023.**

Definitions and Interpretation

1.1 In these T&Cs, unless the context otherwise requires, the following expressions have the following meanings:

"Introduction Email"

means the document detailing the Client's request to acquire the Services from Zo Connected including details of the process, Fees, timescales and any relevant information required to undertake the Services.

Upon acceptance of the Introduction Email the Service will be subject to these T&Cs;

"Business Day"

means, any day (other than a Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;

"Client"

means the individual or business that requires the Services subject to these T&Cs and the Introduction Email and includes reference to you and your;



“Confidential Information”

means, in relation to either party, information which is disclosed to that party by the other party pursuant to or in connection with these T&Cs (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“Mentoring Call”

means a pre-booked call to discuss and advice and suggestions in relation to your company marketing strategy;

“Ad-hoc Services”

means any services provided to you on an as and when needed basis;

“intellectual property”

means (a) any and all rights in any patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights), trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights.

“Project”

means the Services requested by you detailed within the Introduction Email or agreed upon between the Parties in writing;

“Retainer”

means any other Services requested by you are carried out on a monthly basis until terminated by either party;

“Graphics”

means any graphic designed by Zo Connected whether in Canva or otherwise;

“Services”

means the services provided by Zo Connected as detailed in the Introduction Email along with any further requests made in writing for additional work which will be subject to these T&Cs;



1.2 Unless the context otherwise requires, each reference in these T&Cs to "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means; a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time; "these T&Cs" is a reference to these T&Cs and the Introduction Email as amended or supplemented at the relevant time; a Clause or paragraph is a reference to a Clause of these T&Cs; and a "party" or the "Parties" refer to the parties to these T&Cs.

1.3 The headings used in these T&Cs are for convenience only and shall have no effect upon the interpretation of these T&Cs.

1.4 Words imparting the singular number shall include the plural and vice versa.

2. Booking Process

2.1 After initial discussions you will be provided with an Introduction Email detailing the Services requested. After reading the Introduction Email you will be required to confirm you have read these T&Cs and accept the same. Any Services undertaken by Us will be provided subject to these T&Cs unless notified otherwise.

2.2 In accepting these T&Cs, and making the relevant payment, you will be agreeing for Us to provide the Services to you until termination of the Services in accordance with Clause 7.

3. Provision of the Services

3.1 Zo Connected shall provide the Services in accordance with the Introduction Email and any further email communication sent to you. Such Services will be provided with reasonable skill and care, commensurate with prevailing standards in the Copywriting, Content Creation and Mentoring industry in the United Kingdom.

3.2 Zo Connected shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

3.3 Zo Connected shall use all reasonable endeavours to accommodate any reasonable amendments to these Services on the following basis:



3.3.1 When available you will be provided with a first version document. This will be your opportunity for any reasonable amendments, which do not change the scope of work, to be requested. You must deal with any amendment requests promptly and in any event within 7 days.

3.3.2 Thereafter, and once any amendments are made, you will be provided with a second version.

3.3.3 Only minor tweaks will be permitted to the second version detailed at 3.3.2 above. Any amendments over and above this will be subject to additional fees as quoted by Zo Connected.

3.4 Zo Connected is not a qualified expert in every industry they provide Services for. It is therefore your sole responsibility to check the factual accuracy of the Services and ensure there are no omissions.

3.5 Zo Connected shall not be liable for any images, content or intellectual property supplied to it by you. If any consents, licences or other permissions are needed from any third parties it shall be your responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof). Zo Connected will not be held responsible for any contraventions that go against GDC, ASA guidelines or any other regulatory bodies. It is your responsibility to check that the compliance standards are met. Zo Connected will do our best to stay up to date and provide guidance on compliance.

3.6 Whilst Zo Connected will try to optimise written content for search engine purposes, we do not warrant that this effort will in any way guarantee results. Zo Connected cannot be held responsible for any changes to the position of your website in the search engine results or reach in response to a particular search.

Where the Services include Graphics

3.7 Zo Connected will endeavour to use appropriate graphics and images, where applicable, however they take no responsibility for any variation in resolution in the course of providing the Services.

3.8 Graphics will be provided to you by means of sharing within the Canva platform. It is your responsibility to ensure that the formats are sufficient for your needs.



3.9 Upon handover it is your responsibility to ensure the same is saved and secured. Zo Connected is unable to store designs indefinitely and accordingly offers no responsibility for storing the same upon the files being passed to you.

Where the Services include a Mentoring Call

3.10 You may book a Mentoring Call using an online calendar scheduling tool. This will be provided to you upon request or in email correspondence. Full payment is required at the time of scheduling the Mentoring Call.

3.11 Upon payment of the Fee for the Mentoring Call you will receive:

3.11.1 a Zoom link to enable the Mentoring Call to take place electronically; and

3.11.2 a questionnaire for you to complete. This questionnaire must be completed and returned 48 hours prior to the Mentoring Call. In the event that the completed questionnaire is not provided Zo Connected reserves their right to cancel the Mentoring Call and no refund of the payment made will be given.

3.12 In the event that you seek to cancel a Mentoring Call in writing:

3.12.1 in excess of 48 hours notice prior to the Mentoring Call date and time you will be entitled to a full refund of the Fee paid;

3.12.2 less than 48 hours notice prior to the Mentoring Call date and time you will forfeit the Fee paid.

3.13 In the event that you seek to reschedule a Mentoring Call you may do so on the following basis:

3.13.1 free of charge with more than 48 hours notice in writing provided which the Mentoring Call is rescheduled to a date no more than 14 days in future. In such situation a Mentoring Call may only be rescheduled once; or

3.13.2 less than 48 hours notice prior to the Mentoring Call date and time you will forfeit the Fee paid.



3.14 Zo Connected may cancel a Mentoring time and date in the following circumstances:

3.14.1 We are not available;

3.14.2 An event described in Clause 14 occurs and continues for more than 90 days.

3.15 In the event that Zo Connected cancels a Mentoring Call in accordance with sub-Clause 3.14 we will provide alternative dates within the proceeding 14 days. If you are unavailable for those alternative dates you will be refunded the Fee paid.

4. Your Obligations

4.1 You shall use all reasonable endeavours to provide all pertinent information to Zo Connected that is necessary for the provision of the Services. In the event that you fail to provide the required information by the date specified in Clause 4.2 Zo Connected will not be responsible for any delays in the Services being completed.

4.2 Zo Connected may from time to time require your input or feedback on the Services. You shall use all reasonable endeavours to respond with the required feedback within 5 Business Days.

4.3 Zo Connected shall not be liable for any images, content or intellectual property supplied to it by you. If any consents, licences or other permissions are needed from any third parties it shall be your responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).

5.0. Deposits, Fees and Payment

5.1 In consideration of the Services:

5.1.1 for Project you will be required to pay a 50% deposit prior to the Services commencing. The remaining 50% balance will be due upon delivery or when you are invoiced for the same;

5.1.2 where they are provided by means of Retainer payment is required monthly in advance. Invoices will be sent to you on or around the 1st day of each calendar month. Payment of the invoice is due with 7 days. Zo Connected reserves their right to cease working on the Services until such time as payment of our invoice is received;



5.1.3 where they are provided by means of Ad-hoc Services you will be billed at the end of each relevant calendar month. Payment is due within 7 days of the invoice date;

5.1.4 where they are provided by means of Mentoring Call full payment is required upfront.

5.2 Any banking or payment Fee, whether sending or receiving, will be your sole responsibility.

5.3 All payments required to be made shall be made in GBP in cleared funds to such bank, or in the case of a Mentoring Call by means of electronic payment, which Zo Connected may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as you are required to deduct or withhold by law.

5.4 All payments made under these T&Cs shall be expressly exclusive of value added tax. Zo Connected is not, at this time VAT registered. In the event that VAT registration is necessary we will notify you or the same in writing.

5.5 Without prejudice to sub-Clause 7.5.1 (termination for non-payment), any sums which remain unpaid shall incur interest on a daily basis at 8% above the base rate of the Bank of England from time to time until payment is made in full of any such outstanding sums. This provision shall not apply to payments disputed in good faith.

5.6 Zo Connected reserves the right to be paid on an indemnity basis any costs incurred in recovering any money due under these T&Cs (and the costs of recovering such costs) including administrative costs and any costs incurred with lawyers or debt collection agencies. Administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent.

5.7 Where Ad-hoc Services are provided in the event of late or non payment Zo Connected reserves the right not to carry-out any further Services on your behalf.

5.8 For all services, with the exception of Projects, we may, upon 30 days written notice increase any Fees quoted to you.



6. Zo Connected Status

6.1 Zo Connected shall at all times be an independent contractor and their work activities, and methods, along with any Consultant(s) engaged by them on the Services shall at all times be exclusively for Zo Connected to determine, supervise, direct and control. You shall not seek to supervise, direct or control Zo Connected or any Consultants in the provision of the Services nor shall you have any right to do so.

6.2 Zo Connected shall at all times be exclusively responsible for organising, and entitled to organise, where, when, how and in what order the work is done but shall liaise with you to ensure that due account is taken of the impact of the timing of the work to be performed by you and any other contractors, consultants and similar third parties also engaged by you.

6.3 Zo Connected in its complete discretion on one or more occasions may substitute any Consultant for themselves or for any other Consultant engaged on the Services or may engage any additional Consultant provided that any Consultant chosen by Zo Connected has the requisite skills and experience to perform the work. Zo Connected shall use all reasonable endeavours to avoid or minimise such changes or additions and to consult with you beforehand about any such proposed change in engagement of persons carrying out the Services. However Zo Connected shall in any event provide such a substitute or addition where the provision of the Services is unduly delayed by absence due to incapacity or for any other reason upon notification by you (or your representative) that a delay is unacceptable or where it is otherwise necessary to provide such a substitute or addition. you shall only be entitled to refuse to accept any Consultant if in your reasonable opinion they are not suitable due to lack of skills, or experience.

6.4 Any act or omission of any Consultant shall, for the purposes of these T&Cs, be deemed to be an act or omission of Zo Connected.

6.5 Whenever possible and practicable, Zo Connected shall use their own equipment, materials and resources to carry out the Services.

6.6 Zo Connected is not obliged to make its Services available except for the performance of its obligations under the Introduction Email. The engagement and appointment of Zo Connected under these T&Cs to provide the Services does not create any mutual obligations on either party to offer or accept any further contract, engagement or services. No continuing relationship shall hereby be created or implied.



7. Term and Termination

7.1 These T&Cs shall enter into force upon your acceptance of the same. Your acceptance shall take place:

7.1.1 by means of you confirming your acceptance of the same; or

7.1.2 you making payment of a deposit or invoice.

7.2 These T&Cs, upon acceptance, shall continue for 3 (three) calendar months ("the Initial Term"). Thereafter they shall continue on a rolling three monthly basis.

7.3 Termination will occur:

7.3.1 in the case of Project once the Project has completed or where you fail to provide feedback on any Project within 90 days or in accordance with sub-Clauses 7.4 and 7.5;

7.3.2 in the case of a Mentoring Call upon completion of the Mentoring Call or in accordance with sub-Clauses 7.4 and 7.5.

7.3.3 in the case of a Retainer or Ad-hoc Services upon completion or in accordance with sub-Clauses 7.4 or 7.5.

7.4 Either party may terminate the agreement at any time by giving to the other not less than 28 Calendar days written notice.

7.5 Without prejudice to any other right or remedy available to it, either party may terminate these T&Cs forthwith by giving written notice to the other party in the following circumstances:

7.5.1 any sum owing to that party by the other party under any of the provisions of these T&Cs is not paid in accordance with Clause 5;

7.5.2 the other party commits any other breach of any of the provisions of these T&Cs and, if the breach is capable of remedy, fails to remedy it within 10 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

7.5.3 an encumbrancer takes possession, or where the other party is a freelancer, a receiver is appointed, of any of the property or assets of that other party;



7.5.4 the other party makes any voluntary arrangement with its creditors or, being a freelancer, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

7.5.5 the other party, being an individual or firm, has a bankruptcy order made against it or, being a company goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);

7.5.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other party;

7.5.7 that other party ceases, or threatens to cease, to carry on business; or

7.5.8 control of that other party is acquired by any person or connected persons not having control of that other party on the date of this Agreement. For the purposes of this Clause 7, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

7.6 For the purposes of sub-Clause 7.4.2, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects.

Upon the termination or expiry of these T&Cs for any reason:

7.6 any sum owing by you shall become immediately due and payable. Where Services are carried out on Retainer or Ad-hoc Services basis you will remain liable for remainder of the month in which you terminated the Services, plus where the Services are terminated after the 1st of the month for the following month. In the case of a Project you will be liable for the full amount of the Project.

7.7 all licences granted to Zo Connected by you in any client materials shall terminate immediately.

7.8 each party shall (except to the extent referred to in Clause 12) immediately cease to use, either directly or indirectly, any Confidential Information belonging to the other party and shall at the other party's request, either promptly return or destroy all such Confidential Information in its possession and/or control;



7.9 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of these T&Cs shall remain in full force and effect;

7.10 termination shall not affect or prejudice any right to damages or other remedy which the terminating party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any party may have in respect of any breach of these T&Cs which existed at or before the date of termination; and

7.11 subject as provided in this Clause 7 and except in respect of any accrued rights neither party shall be under any further obligation to the other.

8 Liability

8.1 Zo Connected (as an "Indemnifying party") hereby undertakes to indemnify you (as an "Indemnified party") and to keep you at all times fully indemnified from and against all losses arising as a result of any action or claim from your use, possession or ownership of any and all materials created by Zo Connected in the course of providing the Services constitutes an infringement of any Intellectual Property Rights belonging to a third party.

8.2 You (as an "Indemnifying party") hereby undertakes to indemnify Zo Connected (as an "Indemnified party") and to keep Zo Connected at all times fully indemnified from and against all losses arising as a result of any action or claim against Zo Connected for the use of any client materials made available by you in the course of providing the Services which constitutes an infringement of any Intellectual Property Rights belonging to a third party.

8.3 In the event of an action or claim arising as under sub-Clauses 8.1 or 8.2, the Indemnifying party shall have complete control over the litigation and/or settlement of the action or claim and shall keep the Indemnified party fully informed of the same at reasonable intervals.

8.4 In the event of an action or claim arising as under sub-Clauses 8.1 or 8.2, the Indemnified party shall:

8.4.1 Notify the Indemnifying party immediately in writing upon becoming aware of the action or claim;



8.4.2 Make no admissions or attempt any settlements of the action or claim without the express written consent of the Indemnifying party;

8.4.3 Provide the Indemnifying party with all reasonable information and assistance reasonably required by the Indemnifying party, at the Indemnifying party's cost, with respect to the action or claim; and

8.4.4 Allow the Indemnifying party complete control over the litigation and/or settlement of the action or claim.

9. Warranties

9.1 Each party hereby warrants to the other that it has the full power and authority to enter into these T&Cs and to perform its respective obligations hereunder.

9.2 Zo Connected represents, warrants, undertakes, and agrees that all content produced by Zo Connected in the course of providing the Services shall be original (save to the extent that it incorporates any client materials), and shall not infringe any Intellectual Property Rights belonging to a third party.

9.3 you represent, warrant, undertake and agree with Zo Connected that all client materials shall not, under the laws of England and Wales, be obscene, blasphemous, offensive to religion, or defamatory of any person and shall not contain any material that has been obtained in violation of the Data Protection Act 2018, the Freedom of Information Act 2000, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Official Secrets Act 1989, or any similar domestic legislation and nothing contained in the Required Materials or other Client Materials will, if published, constitute a contempt of court.

10. Limitation of Liability

10.1 Subject to sub-Clause 9.2, neither party shall be liable to the other for any loss of profit, indirect, special or consequential loss or damages.

10.2 Nothing in these T&Cs shall exclude or limit either party's liability for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, any breach of Clause 9 the indemnities in sub-Clauses 9.1 and 9.2, or other form of liability that cannot be excluded or limited by law.



10.3 Subject to sub-Clause 10.1 and 10.2, each party's total liability to the other in respect of any claims arising out of, or in connection with these T&Cs whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed:

10.3.1 in the case of the Services being provided on a Retainer or Ad-hoc Basis the total sums paid or payable by you for the Services provided in one calendar month; or

10.3.2 in the case of the Services being provided on a Project or Mentoring Call basis, the total sums paid or payable by you for the Services.

11. Data Protection

All personal information that Zo Connected may use will be collected, processed, and held in accordance with the provisions of the Data Protection Act 2018, the UK General Data Protection Regulation ("UKGDPR") and your rights under the UKGDPR and any adaptation of the same which the UK implements.

12. Confidentiality

12.1 Each party shall, at all times during the continuance of the Agreement and for 2 years after its termination:

12.1.1 keep confidential all Confidential Information;

12.1.2 not disclose any Confidential Information to any other party;

12.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;

12.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

12.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that party, would be a breach of the provisions of sub-Clauses 12.1.1 to 12.1.4 above.

12.2 Either party may:

12.2.1 disclose any Confidential Information to:

12.2.1.1 any sub-contractor or supplier of that party;

12.2.1.2 any governmental or other authority or regulatory body; or



12.2.1.3 any employee or officer of that party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 12.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 12, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

12.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that party. In making such use or disclosure, that party must not disclose any part of the Confidential Information which is not public knowledge.

12.3 The provisions of this Clause 12 shall continue in force in accordance with their terms, notwithstanding the termination of the Services.

13. Data Processing

14.1 In this Clause 13, “personal data”, “data subject”, “data controller”, “data processor”, and “personal data breach” shall have the meaning defined in Article 4 of the UK GDPR.

13.2 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 13 shall not relieve either party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.

13.3 For the purposes of the Data Protection Legislation and for this Clause 13, the Client, namely you is the “Data Controller” and “Zo Connected” is the “Data Processor”.



13.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing will be provided to you and Entitled "Data Processing Schedule".

13.5 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in the Introduction Email and these T&Cs.

13.6 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under these T&Cs:

13.6.1 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.

13.6.2 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken are set out in the Data Processing Schedule.

13.6.3 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and

13.6.4 Not transfer any personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

13.6.4.1 The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;

13.6.4.2 Affected data subjects have enforceable rights and effective legal remedies;



13.6.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and

13.6.4.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.

13.6.5 Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);

13.6.6 Notify the Data Controller without undue delay of a personal data breach;

13.6.7 On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of these T&Cs unless it is required to retain any of the personal data by law; and

13.6.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 14 and to allow for audits by the Data Controller and/or any party designated by the Data Controller.

13.7 The Data Processor shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 13.

13.8 Either party may, at any time, and on at least 30 calendar days notice, alter this Clause 13, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply and replace this Clause 13 by attachment to this Agreement.



14. Force Majeure and illness

14.1 No party to these T&Cs will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

14.2 In the event that a party to these T&Cs cannot perform their obligations thereunder as a result of force majeure for a continuous period of 3 months, the other party may at its discretion terminate these T&Cs by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services completed up to the date of termination.

14.3 In the event that Zo Connected is unable to fulfil the obligations of these T&Cs and the relevant contract, due to long-term illness, terminal illness or due to care related responsibilities, Zo Connected may at their discretion terminate these T&Cs by written notice of not less than 7 calendar days. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services completed up to the date of termination.

15. No Waiver

No failure or delay by either party in exercising any of its rights under the T&Cs shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the T&Cs shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

16. Further Assistance

Each party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the T&Cs and Introduction Email into full force and effect.

17. Costs

Subject to any provisions to the contrary each party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the T&Cs.



18. Set-Off

Neither party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the T&Cs, Introduction Email or any other agreement at any time.

19. Assignment and Sub-Contracting

19.1 The T&Cs shall be personal to the Parties. Neither party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other party, such consent not to be unreasonably withheld.

19.2 Zo Connected shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the T&Cs, be deemed to be an act or omission of Zo Connected.

20. Time

The Parties agree that the times and dates referred to in the T&Cs are for guidance only and are not of the essence of the T&Cs and may be varied by mutual agreement between the Parties.

21. Relationship of the Parties

Nothing in the T&Cs shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in these T&C.

22. Third party Rights

No part of the T&Cs is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the T&Cs.

23. Notices

23.1 All notices under the T&Cs shall be in writing and be deemed duly given:

23.1.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or



23.1.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or

23.1.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

23.1.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address notified to the other party.

24. Entire Agreement

24.1 The T&Cs contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

24.2 Each party shall acknowledge that, in entering into these T&Cs, it does not rely on any representation, warranty or other provision except as expressly provided in these T&Cs, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

25. Severance

In the event that one or more of the provisions of these T&Cs is found to be unlawful, invalid or otherwise unenforceable, that those provision(s) shall be deemed severed from the remainder of the T&Cs. The remainder of the T&Cs shall be valid and enforceable.

26. Intellectual Property

26.1 All Intellectual Property Rights subsisting in any client materials provided by you shall at all times remain your property (or its licensors, as appropriate). Nothing in these T&Cs shall vest any rights in any material provided by, or otherwise belonging to you (or its licensors, as appropriate) in Zo Connected. You hereby grant to Zo Connected, a non-exclusive, non-transferable, revocable, worldwide licence to use any and all client materials for the purposes of providing the Services in accordance with these T&Cs.



26.2 Zo Connected shall retain the ownership of any and all Intellectual Property Rights that may subsist in the licensed processes used or anything produced by Zo Connected that is used in the course of Zo Connected's business for providing the Services. Zo Connected shall be deemed to automatically grant a royalty-free, non-exclusive licence of any and all such rights to you to use the same in accordance with the terms of these T&Cs and the Services.

26.3 Upon receipt in full by Zo Connected of all sums due, the copyright and any and all other Intellectual Property Rights subsisting in deliverables created by Zo Connected for you shall be assigned to you and Zo Connected shall be deemed to have waived any and all moral rights in respect of the same. Zo Connected shall execute all documents and take all actions necessary or reasonably requested by you to document, obtain, maintain, perfect or assign its rights in such content. You should be aware that where Graphics are provided they may contain licensed materials from third parties. An example of these being Canva Graphics. In such case Zo Connected is unable to assign such licensed elements to you.

26.4 Once assigned you hereby grant a royalty-free, non-exclusive licence to Zo Connected which shall continue after the termination of these T&Cs, to use any of the Services works in promotional material. You may revoke the licence by giving Zo Connected notice in writing of not less than 30 days.

27. Law and Jurisdiction

These T&Cs (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales. By agreeing these T&Cs both Parties understand that a legally binding Contract, under these terms, has been agreed and will be in force.



DATA PROCESSING SCHEDULE

1. Data Processing

Scope

We collect all relevant data required to carry out this service for you.

Nature

We will only collect the minimum required information to enable us to carry out these services.

Purpose

To enable us to carry out the services as outlined in the Introduction Email.

Duration

Throughout the duration of the service and for a maximum of 12 months thereafter unless longer retention is required by Statute.

2. Types of Personal Data

Name

Address

Email

Telephone Number

3. Categories of Data Subject

Suppliers


Clients

Contractors

4. Organisational and Technical Data Protection Measures

Password protection

Anti-virus software

A top-down view of a desk with a laptop, glasses, paper clips, and a plant. The desk is white. A silver laptop is in the top left. Black-rimmed glasses are in the top right. Several silver paper clips are scattered on the desk. A brown paper folder is in the center. A white card with a logo is on the folder. A green plant is in the bottom left. Small green round objects are scattered on the desk.

look forward to
hearing from you!

The logo for Zo Connected, featuring a stylized purple leaf icon above the word 'Zo' in a large, bold, sans-serif font. To the right of 'Zo' is the word 'connected' in a smaller, lowercase, sans-serif font. Below 'connected' is the text 'copy & content' in a very small, lowercase, sans-serif font.

Zoconnected
copy & content