



Powered by



Clockwork Marketing®

Terms and Conditions

Dated: 16th March 2022 | Version 2

These terms and conditions govern the use of GuestNet services and applications, and any other related Agreement or legal relationship with Clockwork Marketing® in a legally binding way. Words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

This Application is provided by:

Clockwork Marketing, Longlands Barns, Whilborough Road, Newton Abbot, Devon TQ12 5DY

www.clock-work.co.uk

Company Reg No. 4831890. Managing Director: Clare Bushby.

Reg Office: Clockwork Marketing® & Direct Mail Ltd. Longlands Barns, Whilborough Road, Newton Abbot TQ12 5DY

Owner contact details:

T: 01803 872999 E: hello@clock-work.co.uk

Please read the Service Description in full as it covers all GuestNet services and applications.

Interpretation and definitions

Clockwork Marketing®: Clockwork Marketing & Direct Mail Ltd, a company registered in England and Wales at Longlands Barns, Whilborough Road, Kingskerswell, Newton Abbot, Devon, TQ12 5DY with company number 04831890. (The Owner)

The following sub-brands are products belonging to Clockwork Marketing®

GuestNet®

GuestNet Web

GuestNet Learn

Email Brilliance

Gift Voucher Brilliance

Application: A technology platform, tool, or service made and belonging to Clockwork Marketing that is offered to the client for personal or commercial use and not for distribution or replication.

Annually/Per Annum: A term consisting of one calendar year by which services supplied by Clockwork Marketing will be delivered and charged to the Client.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: 09:00 to 17:00 on any Business Day

Charges: the charges payable by the Client for the supply of the Services in accordance with these terms.

Client: the individual or organisation who engages the Services of Clockwork Marketing.

Conditions: these terms and conditions, as amended from time to time in accordance with these terms.

Contract: the contract between Clockwork Marketing/GuestNet (The Owner) and the Client for the supply of Services in accordance with these Conditions.

Customer: potential or actual customers of the Client.

Intellectual Property Rights: rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Materials: all information, documents, plans and other items provided to the Client which form part of or relate to the Services.

Monthly/Per month: The term consisting of one calendar month by which services supplied by Clockwork Marketing will be delivered and charged to the Client.

Payment Terms: the document marked as such which sets out the terms for payment of the Charges in relation to all or part of the Services.

Privacy and Data Protection Requirements (PDPR): the Data Protection Act 1998, the Data Protection Act 2018 (the DPA), the Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and General Data Protection Regulation (GDPR) and all applicable laws and regulations relating to the processing of the personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction.

Proposal: the document marked as such which sets out the Services to be provided by Clockwork Marketing to the Client.

Services: the services supplied by Clockwork Marketing (The Owner) to the Client as set out in the Proposal.

Start Date: the date on which Clockwork Marketing (The Owner) agrees to provide the Services to the Client (or such other date as the parties may mutually agree).

Term: the duration for which the Services will be provided, as set out in the Proposal.

1. General

1.1 A reference to a statute or statutory provision is a reference to it as it is in force on the Start Date.

1.2 Any words following the terms including: include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3 A reference to writing or written includes email but not fax.

1.4 Should any conflict arise between these Conditions, the Proposal or the Payment terms, the following hierarchy of interpretation shall apply:

- Firstly the Conditions; then,
- Payment Terms; and then

- Proposal.

1.5 Clockwork Marketing reserves the right to amend these Conditions, the Payment Terms or Proposal if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services and The Owner shall notify the Client in any such event.

2. Supply of services

2.1 The Owner shall supply GuestNet services to the Client through digital channels in accordance to the service descriptions displayed on the public website pages for www.guestnet.co.uk and www.clock-work.co.uk. The Owner reserves the right to update the terms and conditions for services at any time.

2.2 Online Learning/GuestNet Learn

2.2.1 The Owner shall deliver online training videos, ready-made downloadable marketing templates and community group calls under the sub-brand GuestNet. Clients will receive an invitation to access the GuestNet Facebook Group.

2.2.2 Terms – Clients will sign up for use of GuestNet Learn on guestnet.co.uk. By completing the available online checkout will be deemed as an agreement between The Owner and the Client for use of these services and their terms. The Client's account will be set up by The Owner and the account will continue until the Client terminates the agreement.

2.2.3 Closing your account – you can close your account at any time by notifying us in writing. If you pay by direct debit, you can cancel your monthly payments by emailing accounts@clock-work.co.uk. If you pay by credit card, you can cancel your monthly payments by visiting www.guestnet.co.uk/manage-invoices or email accounts@clock-work.co.uk. We will cancel your membership within 7 business working days.

Refunds will not be given. GuestNet may terminate the account without notice if the contract is breached or payment for services are not received.

2.2.4 Account and Password – The Client will be provided with an account username and password to access the GuestNet Learn content. It is the Client's responsibility for keeping their account name and password confidential and safe. It is your responsibility to notify us for any unauthorised access to your account, in which we will not be held responsible for any losses due to stolen or hacked passwords. We have the right to update any of your contact details for billing purposes. Your account information will not be shared with any third parties for GDPR regulation and security purposes.

2.2.5 There is a 30-day money-back guarantee for GuestNet Learn, based on the following terms.

To qualify for the money-back guarantee you will have to do all of the following:

- a) Watch 80% of the content in the first 30 days.
- b) Demonstrate that you have put into practice the knowledge learnt.
- c) Demonstrate that this has not had the desired effect.

2.2.6 The price the Client pays is a monthly recurring charge that will be paid by direct debit, or the payment card of your choice.

2.3 Website Builder/GuestNet Web

2.3.1 'Build Your Own' Website – Clients will choose a website from a series of ready-made templates. Clients to supply logo and preferred colours. When the Client has supplied branding assets, the Owner will create the website within 10 working days. The Client will upload their content and images. Clients will make their requests through guestnet.co.uk and send their website assets via email communication.

2.3.2 'Built For You' Website – Clients will choose a website from a series of ready-made website templates. Clients to supply logo, preferred colours, and images. When the Client has supplied website assets, the Owner will create the website, add the images, and write bespoke content, and/or copy content from an existing website if one exists within 25 working days.

The content will be limited to the number of pages stated on www.guestnet.co.uk. Clients will make the initial request on guestnet.co.uk and send their website assets via email communication.

2.3.3 Website hosting – this is provided as part of the GuestNet Web solution, the Owner will provide instructions to point the domain to our servers. If you do not currently have a domain, you need to purchase via a domain service. Domains and email addresses are not included within the GuestNet website packages. Hosting is provided by [Positive Internet](#).

2.3.3.1 Active hosting – Payments for GuestNet website services are paid monthly. If payments remain on schedule, websites will actively be hosted on the public domain. Overdue payments 14 days behind will result in a Client's website being deactivated.

2.3.4 Closing your account – 3 months written notice is required to close an account and all outstanding payments must be settled within this period. GuestNet may terminate the account without notice if contract is breached or payment for services are not received.

2.3.5 The price the Client pays is a monthly recurring charge that will be paid by direct debit, or the payment card of your choice.

2.4 Email Brilliance

2.4.1 For subscribers of this service, the Owner shall deliver access and use of an email marketing software under the name "Email Brilliance" for Clients to send marketing emails and other transactions. Total Transactions are calculated as emails sent + triggers + Webhooks + API impressions. Each month a set amount of Transactions can be used. If the Client uses more Transactions than paid for, this will be billed at the next price level, at the prevailing monthly fees.

Limit	Monthly sends and transactions
Up to	1,000
Up to	5,000
Up to	10,000
Up to	25,000
Up to	50,000
Up to	75,000
Up to	100,000

2.4.2 Terms - Clients will sign up for use of Email Brilliance on guestnet.co.uk. By completing the available online checkout will be deemed as an agreement between The Owner and the Client for use of these services and their terms. The Client's account will be set up by The Owner and the account will continue until the Client terminates the agreement.

2.4.3 Closing your account – 3 months written notice is required to close an account and all outstanding payments must be settled within this period. GuestNet may terminate the account without notice if contract is breached or payment for services are not received.

2.4.4 Account and Password – The Client will be provided with an account username and password to access the Email Brilliance software. It is the Client's responsibility for keeping their account name and password confidential and safe. It is your responsibility to notify us for any unauthorised access to your account, in which we will not be held responsible for any losses due to stolen or hacked passwords. We have the right to update any of your contact details for billing purposes. Your account information will not be shared with any third parties for GDPR regulation and security purposes.

2.4.5 The price the Client pays is a monthly recurring charge that will be paid by direct debit, or the payment card of your choice when you join. This will increase if you use the service above the agreed limit.

3. Intellectual Property Rights

3.1 All Intellectual Property Rights in or arising out of or in connection with GuestNet Services (other than Intellectual Property Rights in any materials provided by The Owner) shall be owned by The Owner.

3.2 Upon payment of all Charges due, The Owner grants to the Client a royalty free, perpetual, worldwide, non-exclusive, licence to GuestNet's Intellectual Property Rights which may arise during the use of GuestNet Services.

3.3 The Owner acknowledges and agrees that all details of Customers provided by the Client belong to and remain the sole property of the Client.

3.4 Any data collected by The Owner under the Contract concerning Customers will remain the exclusive property of the Client.

3.5 The Client grants The Owner a non-exclusive licence to the Client's Intellectual Property Rights for the purpose of delivering GuestNet Services.

3.6 For the avoidance of doubt, the Contract does not grant the Client any right to use GuestNet or The Owner's Intellectual Property Rights or any provided Materials for purposes other than receiving the Services.

3.7 All trademarks – nominal or figurative – and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Application are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

3.8 Redistribution of services or content with or without The Owner or GuestNet branding is prohibited.

Users may not therefore use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this Application, nor allow any third party to do so through the User or their device, even without the User's knowledge.

4. Content and Data

4.1 Data added to any system by the Client must comply with UK law, including but not limited to GDPR. The Owner or GuestNet are not liable for the content a Client uploads.

4.2 Users acknowledge and accept that by providing their own content on this Application they grant the Owner a non-exclusive, fully paid-up and royalty-free license to process such content solely for the operation and maintenance of this Application as contractually required.

Users acknowledge, accept and confirm that all content they provide through this Application is provided subject to the same general conditions set forth for content on this Application.

4.3 Liability for provided content

Users are solely liable for any content they upload, post, share, send, or provide through this Application. Users acknowledge and accept that the Owner does not filter or moderate such content.

However, the Owner reserves the right to remove, delete, block or rectify such content at its own discretion and to, without prior notice, deny the uploading User access to this Application:

4.4 if any complaint based on such content is received;

if a notice of infringement of intellectual property rights is received;

upon order of a public authority; or

where the Owner is made aware that the content, while being accessible via this Application, may represent a risk for Users, third parties and/or the availability of the Service.

The removal, deletion, blocking or rectification of content shall not entitle Users that have provided such content or that are liable for it, to any claims for compensation, damages or reimbursement.

Users agree to hold the Owner harmless from and against any claim asserted and/or damage suffered due to content they provided to or provided through this Application.

5. Access to external resources

5.1 Through this Application Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

5.2 Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

6. Acceptable use

6.1 This Application and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this Application and/or the Service violates no applicable law, regulations, or third-party rights.

7. Product description

7.1 Prices, descriptions or availability of Products are outlined in the respective sections of this Application and are subject to change without notice.

The characteristics of the chosen Product will be outlined during the purchasing process.

8. Purchasing process

8.1 Any steps taken from choosing a Product to order submission form part of the purchasing process.

The purchasing process includes these steps:

Users must choose the desired Product and verify their purchase selection.

8.2 After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

Order submission

When the User submits an order, the following applies:

8.3 The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.

8.4 In case the purchased Product requires active input from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.

Upon submission of the order, Users will receive a receipt confirming that the order has been received.

8.5 All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

9. Prices

9.1 Users are informed during the purchasing process and before order submission, about the fees, taxes and costs (including, if any, delivery costs) that they will be charged.

9.2 Prices on this Application are displayed: either exclusive or inclusive of any applicable fees, taxes and costs, depending on the section the User is browsing.

9.3 The Owner reserves the right to alter prices at any time.

10. Methods of payment

10.1 Information related to accepted payment methods are made available during the purchasing process.

10.2 If payment through the available methods fail or is refused by the payment service provider, the Owner shall be under no obligation to fulfil the purchase order. Any possible costs or fees resulting from the failed or refused payment shall be borne by the Client.

11. Subscriptions

11.1 Subscriptions allow Clients to receive a Product continuously or regularly over a determined period of time.

11.2 Paid subscriptions begin on the day the payment is received by the Owner.

11.3 In order to maintain subscriptions, Clients must pay the required recurring fee on time. Failure to do so may cause service interruptions.

12. Service interruption

12.1 To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Client appropriately.

12.2 Within the limits of law, the Owner may also decide to suspend or terminate the Service altogether. If the Service is terminated, the Owner will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.

12.3 In the event of website hosting outages, we work with [Positive Internet](#) to ensure the return of website hosting services in a timely and secure way.

13. Service reselling

13.1 Users may not reproduce, duplicate, copy, sell, resell, or exploit any portion of this Application and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

14. Changes to these Terms

14.1 The Owner reserves the right to amend or otherwise modify these Terms at any time and without notice.

14.2 Such changes will only affect the relationship with the Client for the future.

14.3 The continued use of the Service will signify the Clients acceptance of the revised Terms. If Clients do not wish to be bound by the changes, they must stop using the Service.

14.4 The applicable previous version will govern the relationship prior to the Clients acceptance. The Client can obtain any previous version from the Owner.

**GuestNet® at Clockwork Marketing, Longlands Barns, Whilborough Road,
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