



Client Terms & Conditions

Google Ads and Facebook / Meta Ads management for small UK businesses

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DRAFT – NOT LEGAL ADVICE

This document is a **working draft** prepared from research into published UK agency terms. It is **not legal advice** and has not yet been reviewed by a lawyer.

It must be **reviewed and approved by a qualified UK (England & Wales) solicitor** before it is sent to or agreed with any client. Square-bracketed items such as [£___] are fields that still need to be completed.

Key Terms Summary

The main points of our Terms in plain English. This page is to help you; if it differs from the numbered clauses, the clauses apply.

Topic	In plain English	Clause
Who this is for	Businesses only (including sole traders) buying for their business.	1
What you pay us	A monthly management fee: Google Ads Only from £100/month ; Google + Facebook and multi-area packages cost more (see Schedule 1).	8, Sch 1
Your ad spend	You pay Google and Meta directly with your own card. We never touch it or mark it up. You set the budget.	7
Contract length	No long contract. Rolling monthly. Cancel at any time with 30 days' written notice (email is fine).	11
Setup fee	£99 setup fee, waived once you have paid 3 months. Only payable if you leave before then.	9
Payment	Monthly in advance by Direct Debit or card. If a payment is missed we remind you; after 7 days' written notice we may pause the service. Statutory late-payment interest may apply, but no other penalty fees.	8, 10
Who owns the campaigns	We build your campaigns in our manager accounts. For the first 12 months the campaign build is ours. After 12 months of paid service it becomes yours, free.	12
Leaving in the first 12 months	Your choice: (A) pay the Handover Fee [£___] and take the campaigns with you; or (B) pay nothing extra and we pause/remove the campaigns we built. Either way you keep your data, reports, website, Facebook Page and Google profile.	12
You are always in control	You can see your spend and results at any time, get your account IDs on request, and pause your ads whenever you like.	6
Results	We work hard for good-value enquiries but cannot guarantee leads, rankings or results.	13
Your part	Give us information, access and approvals (approvals within 3 Working Days). Make sure your prices, offers and claims are true, you hold the right licences/insurance, and answer your leads quickly.	5, 15
Liability	If something goes wrong, our liability is capped at the fees you paid us in the previous 3 months (except where the law does not allow a cap).	20
Your customers' data	Your leads are your data. We handle them only for you, securely, under UK GDPR.	18, Sch 3
Case studies	We may use anonymised results. We only name you with permission, and you can opt out at any time.	16
Extras	Website build, SEO and hosting are available under these Terms, with their own details in Schedule 2.	Sch 2
Law	England and Wales.	26

Terms and Conditions

Eagle Eye Digital Marketing – Ads Management and Add-on Services

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1. About us and these Terms

- 1.1 These Terms are between **Eagle Eye Digital Marketing** (“**Eagle Eye**”, “**we**”, “**us**”, “**our**”) and the business named in the Order (“**you**”, “**your**”). Eagle Eye Digital Marketing is [a trading name of Cameron Laing, sole trader / Eagle Eye Digital Marketing Ltd, a company registered in England and Wales, company number _____], of [business address _____]. Email: [_____]@_____. Phone: [_____].
- 1.2 **We only work with businesses.** By accepting the Order you confirm that you are buying the Services for your trade or business (including as a sole trader or partnership) and not as a consumer. If the law nevertheless treats you as a consumer, nothing in these Terms takes away any rights you have that cannot legally be excluded.
- 1.3 The **Agreement** is made up of: (a) the Order; (b) these Terms; and (c) the Schedules. If they conflict, the Order takes priority, then Schedule 1, then these Terms, then the other Schedules.
- 1.4 The Agreement starts when you accept the Order (by signing it, confirming by email, completing our online sign-up, or paying the first invoice, whichever happens first) and we confirm it to you.
- 1.5 We have tried to write these Terms in plain English. The one-page Key Terms Summary at the front is there to help you. If it differs from the numbered clauses, the numbered clauses apply.
- 1.6 Any terms you send us (for example on a purchase order) do not apply unless we agree to them in writing.

2. What the main words mean

In these Terms:

- **Ad Platforms** means Google Ads, Meta (Facebook and Instagram) and any other advertising platform named in the Order.
- **Ad Accounts** means the Google Ads account(s) and Meta ad account(s) used to run your advertising.
- **Ad Spend** means the money charged by the Ad Platforms for your advertising, including any platform fees and taxes they add.
- **Ads Management Services** means the Google Ads and/or Meta Ads management services described in Schedule 1.
- **Add-on Services** means any website build, SEO, hosting or other extra service described in Schedule 2 that you order.
- **Build Period** means the first 12 months of Continuous Paid Service from the Start Date.
- **Campaign Build** means the advertising work we create for you inside or for the Ad Accounts, including campaign and ad group/ad set structure and settings, keyword and negative keyword lists, ad copy, headlines and descriptions, assets and extensions, audience definitions and targeting, creative we

produce (images, graphics and video), bidding and budget configuration, and our setup notes and documentation. It does **not** include Your Materials or Your Data.

- **Continuous Paid Service** means months for which you have paid our monthly fee in full. If the Services are suspended for non-payment, the suspended period does not count towards the 12 months, but the months you had already paid for are not lost.
- **Handover Fee** means the fee shown in Schedule 1 for taking over the Campaign Build early.
- **Lead Data** means the personal data of people who respond to your ads (for example names, phone numbers, email addresses, postcodes and enquiry details).
- **Order** means the order form, proposal, quote or online sign-up confirming your package, fees and Start Date (see the Order Details in Schedule 1).
- **Services** means the Ads Management Services and any Add-on Services you order.
- **Setup Fee** means the setup fee shown in Schedule 1.
- **Start Date** means the date we confirm your Order and receive your first monthly payment.
- **Working Day** means Monday to Friday, excluding bank holidays in England.
- **Your Materials** means your business name, logos, photos, reviews, prices, offers, text, website, domain, Facebook Page, Instagram account, Google Business Profile and anything else you provide to us or already own.
- **Your Data** means the cost, click, impression and conversion data in your Ad Accounts, your Lead Data, and your customer information.

2.1 “In writing” includes email. Headings are for convenience only. Words such as “including” do not limit what comes before them.

3. Our services

- 3.1** We will provide the Services described in the Order and the Schedules **with reasonable care and skill**, and in line with the rules of the Ad Platforms and UK advertising law.
- 3.2** Ads Management Services normally include: campaign planning; account setup; keyword and audience research; ad copy and basic creative; conversion and call tracking setup where possible; ongoing optimisation of bids, budgets, keywords, audiences and ads; and a monthly report. The exact scope for your package is in Schedule 1.
- 3.3** Add-on Services (such as website build, SEO and hosting) are provided under these same Terms, together with the specific terms for that service in Schedule 2.
- 3.4** Unless the Order says otherwise, the Services do **not** include website changes, landing pages, photography, video shoots, answering your leads, or managing platforms other than those in your package. If you want extra work, we will agree a price with you in writing before we start.
- 3.5** We may use carefully chosen tools, software (including AI-assisted tools) and subcontractors to help deliver the Services. We remain responsible for the work, and a person at Eagle Eye reviews anything that goes live on your ads.
- 3.6** We will tell you our management fee in writing before you sign up and show it on every invoice, separately from any Ad Spend. Our reports show the exact amounts charged by the Ad Platforms, without our fees added. You can read Google’s guide for advertisers who work with agencies (“Advertiser guide: Working with third parties”) at [link to be added on our website].

4. Getting started

- 4.1** After your Order is confirmed we will send you an onboarding checklist. This normally covers: your services, prices and service area; logos and photos; access to your website or tracking; your Facebook Page and Google Business Profile; and adding your payment method to the Ad Accounts.
- 4.2** We aim to have your first campaigns ready for your approval within [10] Working Days of receiving everything on the checklist. These dates are estimates. Delays in receiving information or access from you will move them back.
- 4.3** Your first monthly fee covers the setup work and your first month of management. If onboarding is delayed because we are waiting on you, the monthly fee still applies, but we will tell you clearly what we are waiting for.

5. Your responsibilities

To get the best from the Services, you agree to:

- **give us accurate, complete and up-to-date information** about your business, services, prices, offers, opening hours and service areas, and tell us promptly when anything changes;
- **give us the access we reasonably need**, such as access to your Facebook Page, Google Business Profile, website or tag manager, within **5 Working Days** of our request;
- **reply to requests for approval within 3 Working Days** and to other requests for information within **5 Working Days**;
- **keep a valid payment method on each Ad Account** so your ads can run (see clause 7);
- **respond promptly to leads** that the ads generate, whether calls, messages, forms or emails. Turning enquiries into booked jobs is your responsibility;
- **keep your phone line, website and booking process working**; and
- **comply with the Ad Platforms' terms and policies** and with the law that applies to your business.

5.1 You are responsible for your own claims, licences and offers. Everything we advertise for you must be true and something you can deliver. For example: prices and “from” prices; special offers and discounts; claims such as “fully insured”, “non-caustic”, “eco-friendly”, “fume-free” or “trained/accredited”; before-and-after photos; reviews and star ratings; and any guarantees you give your customers. You must hold any insurance, licences, accreditations or permissions you advertise or need to trade.

5.2 Approvals. We will send new ad copy and creative to you for approval before they first go live. If you have not replied within 3 Working Days, we may go ahead with our proposed version, as long as it only uses information you have given us or that is on your website. You can ask us to change or remove anything at any time and we will do so within 1 Working Day. Once an ad is live, routine optimisation (bids, budgets, keywords, audiences and testing variations of approved messages) does not need separate approval.

5.3 If you do not meet these responsibilities, we are not responsible for the resulting delays, poorer performance or ad disapprovals. We will flag any problems we spot, such as a website that is down or a phone that is not answered.

6. Ad Accounts, access and your control

6.1 How we set things up. We build and manage your campaigns from our own Google Ads manager account (MCC) and our Meta Business portfolio (Business Manager). This lets us manage your advertising efficiently and protects the setup work we invest in at the start (see clause 12).

6.2 Separate accounts in your name. Your advertising runs in Ad Accounts used only for your business. Wherever an Ad Platform requires it, advertiser verification is completed in **your** business's name and your own payment method pays the Ad Spend. We never mix your advertising with another client's.

6.3 You can always see your results and spend. Throughout the Agreement:

- we will give you your own access to view your Ad Accounts, normally at least read-only or reporting access on Google Ads and access on Meta that lets you see performance and spend;
- we will give you your Google Ads customer ID and Meta ad account ID whenever you ask;
- we will send you a monthly report showing at least cost, clicks, impressions and leads or conversions for each Ad Platform; and
- the Ad Platforms will bill you directly for the Ad Spend, so you will always see exactly what they charge.

6.4 You can always pause your ads. You can pause any or all of your ads at any time, for any reason, either by telling us (we will do it within 1 Working Day, and usually the same day) or yourself through your own access where the platform allows. Pausing ads does not end the Agreement or stop our monthly fee. To end the Agreement, give notice under clause 11.

6.5 What always stays yours. Your Materials and Your Data remain yours at all times, including your website, domain, Facebook Page, Instagram account, Google Business Profile, your Meta pixel/dataset on your website, your Lead Data and your Ad Account performance history. We will never hold these back to pressure you, including if you leave or a dispute arises.

6.6 Please do not remove our access to the Ad Accounts, or make significant changes to the campaigns yourself, without telling us first. We cannot be responsible for the results of changes we did not make.

7. Ad Spend

- 7.1** Our fees are for management only. You pay all Ad Spend **directly to Google and Meta** using your own payment method. We do not receive, hold or mark up your Ad Spend.
- 7.2** You decide your Ad Spend budget. We will recommend a starting budget and suggest changes, but we will not increase your total monthly budget beyond the amount you have agreed without your approval (email is fine). The Ad Platforms' daily spend can vary, and Google may spend up to twice your daily budget on some days while keeping to your monthly limit. This is how the platforms work and is not an overspend by us.
- 7.3** The Ad Platforms set their own prices, fees and taxes, and can change them. Any refund, credit or dispute about Ad Spend must be raised with the Ad Platform. Because the money never passes through us, we cannot refund it.
- 7.4** If your payment method fails or runs out, your ads will stop. We are not responsible for lost results while that happens, but we will tell you as soon as we notice.

8. Our fees and payment

- 8.1** Our monthly management fee for your package is set out in Schedule 1. **Google Ads Only starts at £100 per month.** Combined Google + Facebook packages and multi-area packages cost more, as shown in Schedule 1.
- 8.2** Fees are paid **monthly in advance** by Direct Debit or debit/credit card through our payment provider [GoCardless / Stripe / _____]. The first payment is due when you sign up. After that, payments are taken on the same date each month.
- 8.3** Prices are [shown without VAT. VAT is added at the current rate if we are VAT-registered] / [not subject to VAT: we are not currently VAT-registered]. Delete whichever does not apply.
- 8.4** **Price changes.** We may change our fees no more than once in any 12-month period, by giving you at least 30 days' written notice. If you do not accept a change, you can end the Agreement by giving notice before the change takes effect. No Setup Fee will be charged in that case, and the old price will apply until the end date.
- 8.5** Once a month has started, the fee for that month is not refundable just because you decide to stop using the Services. This does not affect your rights if we have not provided the Services properly, if we have charged you by mistake, or if a refund is due under clauses 14, 21 or 22.
- 8.6** **Cancelling your Direct Debit or card payment is not notice to end the Agreement.** Please give notice under clause 11. If you think a payment is wrong, contact us first (clause 23) so we can put it right quickly. We will refund any payment taken in error promptly.

9. Setup Fee (waived if you stay 3 months)

- 9.1** Setting up your campaigns takes the most work in the first few weeks. Our standard **Setup Fee is £99** (see Schedule 1; the amount can be adjusted in your Order).
- 9.2** **The Setup Fee is waived** once you have paid **three** monthly management fees.
- 9.3** If the Agreement ends before you have paid three monthly fees, the Setup Fee becomes payable. We will collect it with your final payment or invoice it to you.
- 9.4** The Setup Fee is **not** payable if the Agreement ends because: (a) we ended it for our own convenience under clause 11.4; (b) you ended it because we seriously broke the Agreement and did not put it right (clause 21.1); (c) you ended it because of a price change under clause 8.4; or (d) it ended under clause 14.4 or clause 22.
- 9.5** If you pay the Setup Fee **and** choose to buy the Campaign Build early under clause 12, we will take the Setup Fee you paid off the Handover Fee, so you do not pay twice for the same setup work.

10. Late payment and suspension

- 10.1** If a payment fails or is late, we will let you know and try to collect it again. Please make sure the payment is made within **7 days** of our reminder.

- 10.2** If a payment is still unpaid **7 days after we have given you written notice**, we may suspend the Services, including pausing your ads, until the overdue amount is paid. We will tell you before we do this. As soon as you pay, we will restart the Services, normally within 1 Working Day.
- 10.3** While the Services are suspended, our monthly fee continues to fall due unless you end the Agreement under clause 11. If the overdue amount is not paid within **30 days** of our written notice, we may end the Agreement by written notice.
- 10.4** We may charge **statutory interest and compensation on late payments** under the Late Payment of Commercial Debts (Interest) Act 1998. This is currently 8% a year above the Bank of England base rate, plus the fixed compensation set by that Act (for example £40 on a debt under £1,000). We will not charge any other late payment penalties or administration fees.
- 10.5** Suspension never affects your ownership of Your Materials or Your Data, or your ability to see your Ad Accounts.

11. How long the Agreement lasts and how to end it

- 11.1** **No long contract.** The Agreement runs on a **rolling monthly** basis from the Start Date until either of us ends it.
- 11.2** **You can end the Agreement at any time** by giving us **30 days' written notice**. Email to []@[] is fine. We will confirm receipt and your end date within 2 Working Days. Monthly fees continue to be payable for the notice period. If the notice period ends part-way through a month, the final month is charged pro rata.
- 11.3** Pausing ads, cancelling a Direct Debit, removing our access or simply not replying to us does **not** count as notice.
- 11.4** **We can end the Agreement** for any reason by giving you 30 days' written notice. If we do, no Setup Fee or Handover Fee is payable (we will hand over the Campaign Build free of charge), and we will refund any fees you have paid for the period after the end date.
- 11.5** Either of us can also end the Agreement straight away in the situations in clause 21.1.
- 11.6** What happens to the campaigns when the Agreement ends is explained in clause 12. Other effects of ending are explained in clause 21.

12. Who owns the campaigns

In plain English: we invest most of our time at the start building your campaigns, often for less than the work is worth, because we expect to recover it over the following months. To keep our prices low, we own the Campaign Build for the first 12 months. After 12 months of paid service it becomes yours free. If you leave earlier, you can either buy it at a fixed, modest price or leave it behind.

- 12.1** **During the Build Period we own the Campaign Build.** All intellectual property rights in the Campaign Build belong to Eagle Eye during the Build Period. While the Agreement continues, you have the right to have it run for your business. You keep Your Materials and Your Data in all cases (clause 6.5).
- 12.2** **After 12 months it becomes yours, free of charge.** Once you have had **12 months of Continuous Paid Service**, ownership of the Campaign Build (as it stands at that time and as it develops afterwards) automatically transfers to you at no extra cost. When the Agreement later ends, we will hand it over to you free of charge as described in clause 12.5.
- 12.3** **If you leave during the Build Period, you choose one of two options.** Please tell us your choice in your notice, or at the latest 10 Working Days before your end date:
- **Option A, take the campaigns with you:** pay the **Handover Fee** shown in Schedule 1 (less any Setup Fee you have paid, see clause 9.5). We will then hand the Campaign Build over to you as described in clause 12.5 and transfer ownership of it to you; or
 - **Option B, leave the campaigns behind:** no Handover Fee is payable. On or after your end date we will pause the campaigns we built, and we may remove them from the Ad Accounts. We will not transfer or export the Campaign Build to you or to anyone else. If you do not tell us your choice, Option B applies, but you can still choose Option A for up to 30 days after your end date.
- 12.4** **What you keep under Option B.** Even if you choose Option B, you keep Your Materials and Your Data. In particular:

- your Ad Account billing, invoices and performance history stay available to you. On request we will either transfer the Google Ads account itself (with our campaigns removed) to your full control or keep your view access open, and we will give you an export of your performance reports at no charge;
- your website, domain, Facebook Page, Instagram, Google Business Profile, pixel/dataset and Lead Data are not affected; and
- you are free to advertise in any way you like, with anyone, including in your own Ad Accounts. What you may not do is copy, export or recreate the Campaign Build itself (for example our keyword lists, ad copy, audiences or creative) for use after you leave, unless you have bought it under Option A or 12 months of Continuous Paid Service have passed.

12.5 How the handover works (Option A, or free after 12 months). Once all fees due have been paid, and within 10 Working Days of your end date or of payment of the Handover Fee (whichever is later), we will:

- **Google Ads:** give you full administrative control of your Google Ads account with the Campaign Build in it, then remove the link to our manager account;
- **Meta:** because Meta does not let an ad account move between business portfolios, we will copy the Campaign Build into a Meta ad account owned by your own business portfolio. Alternatively, if you prefer, we will share the existing ad account with your portfolio. In either case we will provide the creative files, ad copy and audience settings; and
- send you a short written summary of the setup, then remove our access.

12.6 Why the Handover Fee is fair. The Handover Fee is the **price for buying the Campaign Build early**. It reflects the setup and build work we have done that we have not yet recovered through monthly fees. It is **not a penalty for leaving**: you can always leave on 30 days' notice without paying it (Option B). If we end the Agreement for our convenience, or you end it because of our serious breach, the Campaign Build is handed over free.

12.7 Our general know-how, methods, templates, checklists and tools that we use for all clients stay ours. Where they form part of a Campaign Build that is handed over to you, you get a permanent, free licence to keep using them as part of that Campaign Build.

13. Results: what we can and cannot promise

13.1 We will work hard and use our experience to get you good-value enquiries. However, advertising results depend on many things outside our control, including: demand and competition in your area; the season; your prices, reviews and reputation; your website; how quickly you answer enquiries; and the Ad Platforms' own systems.

13.2 We do not guarantee any particular number or cost of leads, calls, enquiries, bookings, clicks or sales, or any particular ranking, ad position, Quality Score or return on your Ad Spend. Any estimates, examples or case studies we share show what is possible and are not a promise of your results.

13.3 This clause does not reduce our responsibility to provide the Services with reasonable care and skill.

14. Ad Platforms, policy changes and account problems

14.1 The Ad Platforms are run by third parties. They can change their features, rules, prices and how they show ads at any time, and they may disapprove ads or restrict or suspend accounts at their own discretion. We will adapt your campaigns to any changes as part of the Services.

14.2 We may change the Services where we reasonably need to because an Ad Platform changes or withdraws a feature. We will tell you about any change that materially affects what you receive.

14.3 If an ad is disapproved or an account is restricted, we will help, at no extra cost, to fix the problem and to appeal where that is reasonable. We cannot guarantee the outcome. If the problem is caused by your business, website, claims or conduct, putting it right may require changes from you.

14.4 If, for reasons that are not our fault, an Ad Platform stops **all** of your ads from running for **more than 30 consecutive days**, either of us may end the Agreement straight away by written notice. No Setup Fee is payable in that case, we will refund any fees paid for the period after the end date, and clause 12 still applies to the Campaign Build.

14.5 Ad Platforms' own terms (for example Google's and Meta's advertising terms and policies) apply to your use of them. You agree to follow them.

15. Ad content and advertising rules

- 15.1** Ads must comply with the law and the UK Code of Non-broadcast Advertising (the CAP Code), including the rules on misleading claims, pricing and reviews. We may refuse to publish, or may change, any content that we reasonably think breaks these rules or an Ad Platform's policies. We will explain why.
- 15.2** You confirm that you have the right to let us use Your Materials (such as photos, logos and reviews) in your ads.
- 15.3** You will cover our reasonable costs and losses if a third party (for example a regulator, competitor or photographer) brings a claim against us because of Your Materials, claims or instructions that you gave us or approved, or because of how you run your business. This does not apply to the extent the claim is caused by our own negligence or breach.

16. Case studies

- 16.1** We may use **anonymised** results from your campaigns (for example "a 1–2 person oven-cleaning business in [region] cut its cost per lead by 30%") in our marketing, case studies and proposals. Anonymised means we will not name your business, show your logo or identify any of your customers.
- 16.2** We will only name your business, use your logo or quote you if you give us permission in writing.
- 16.3** **You can opt out at any time** by emailing us. We will then stop using your results in new material within 10 Working Days.

17. Confidentiality

- 17.1** Each of us will keep the other's confidential information private and only use it for the Agreement. Confidential information includes business plans, prices, results, Lead Data, account logins and anything marked or obviously confidential.
- 17.2** Either of us may share confidential information with staff, subcontractors or professional advisers who need it and who keep it confidential, or where the law requires it.
- 17.3** These promises continue for 3 years after the Agreement ends, and for as long as the information remains confidential in the case of personal data and logins.

18. Data protection (UK GDPR)

- 18.1** Each of us will comply with the UK General Data Protection Regulation, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (together **Data Protection Law**).
- 18.2** **Your leads are your data.** For Lead Data and any other personal data we handle on your behalf while providing the Services (for example enquiries from Meta lead forms, website forms, call tracking or our CRM, and customer lists you ask us to upload for ad targeting), **you are the controller and we are your processor.** The details are set out in Schedule 3.

As your processor we will:

- only use the personal data to provide the Services and on your documented instructions (this Agreement is your instruction), unless the law requires otherwise;
- make sure anyone who handles it is under a duty of confidentiality;
- keep it secure with appropriate technical and organisational measures, including strong passwords and two-factor authentication on accounts, access limited to those who need it, and secure transfer of leads to you;
- only use the sub-processors listed in Schedule 3. We will give you at least 14 days' notice before adding or replacing one, and you can object on reasonable grounds. We will put written terms in place with each sub-processor that protect the data to the same standard, and we remain responsible for them;
- only transfer personal data outside the UK where Data Protection Law allows (for example under the UK adequacy regulations, the UK Extension to the EU–US Data Privacy Framework, or the UK International Data Transfer Addendum);
- help you, as reasonably required, to respond to people exercising their data rights and to meet your security, breach-reporting and impact-assessment obligations;

- tell you **without undue delay, and within 48 hours**, after becoming aware of a personal data breach affecting your data;
- within 30 days of the Agreement ending, return the personal data to you (for example as a spreadsheet export of your leads) and/or delete it as you choose, unless the law requires us to keep it; and
- give you the information you reasonably need to show that we comply with this clause, and allow reasonable audits on reasonable notice.

18.3 Your responsibilities as controller. You must have a lawful basis for collecting and using your customers' data and must provide a privacy notice that people can see (including on your website and linked from any lead forms). Where the law requires it, you must get consent for cookies, tracking pixels and marketing messages (for example a cookie banner on your website before the Meta pixel or Google tags fire). You must also have the right to upload any customer lists you ask us to use for targeting.

18.4 The Ad Platforms process data under their own terms (for example the Google Ads Data Processing Terms and Meta's Business Tools Terms). You agree to those terms where they apply to you.

18.5 For personal data about you and your staff that we use to run our own business (for example contact details and invoicing), **we are the controller**. Our privacy notice at [URL _____] explains how we use it. [Eagle Eye ICO registration number: _____.]

19. Other intellectual property

19.1 You keep ownership of Your Materials. You give us a free, non-exclusive licence to use them only to provide the Services while the Agreement continues. When the Agreement ends, this licence ends too. The only exception is that we may keep records of any paused or removed Campaign Build. We will never use Your Materials for anyone else.

19.2 Ownership of the Campaign Build is dealt with in clause 12. Ownership of websites and other Add-on Services is dealt with in Schedule 2.

19.3 Our reports, once you have paid for the month they cover, are yours to keep and use for your business.

20. Our liability to you

20.1 Nothing in the Agreement limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot legally be limited or excluded.

20.2 Subject to clause 20.1, **our total liability** to you under or in connection with the Agreement, whether in contract, negligence or otherwise, is limited to **the total fees you paid us in the 3 months** before the event that gave rise to the claim.

20.3 Subject to clause 20.1, we are not liable for: loss of profit, revenue, jobs or business opportunities; loss of goodwill; or any indirect or consequential loss. We are not liable for Ad Spend, except where Ad Spend was wasted as a direct result of our own negligence or breach (for example a budget we set incorrectly), and even then only within the limit in clause 20.2.

20.4 We are not responsible for the acts, failures, outages, decisions or billing of the Ad Platforms or other third-party services, or for loss caused by you not meeting your responsibilities under clause 5. We do remain responsible for our own negligence or breach.

20.5 We think these limits are fair given the size of our fees, the fact that you control your Ad Spend and can pause your ads at any time, and that advertising results depend on factors outside our control. You should consider your own business insurance.

21. Ending straight away, and what happens at the end

21.1 Either of us may end the Agreement straight away by written notice if the other: (a) seriously breaks the Agreement and, where it can be put right, does not put it right within **14 days** of being asked in writing; or (b) becomes insolvent, enters administration or liquidation, makes an arrangement with creditors, or stops trading. We may also end the Agreement under clause 10.3 for unpaid fees.

21.2 If you end the Agreement because of our serious breach, we will refund any fees you have paid for the period after the end date, and the Campaign Build will be handed over to you free of charge.

When the Agreement ends for any reason:

- you must pay any fees due up to the end date (and the Setup Fee and Handover Fee, if they apply);

- clause 12 decides what happens to the Campaign Build;
- we will return or delete personal data under clause 18;
- we will remove our access to your accounts (other than as clause 12 needs) and you should remove any access you gave us; and
- clauses that by their nature should continue (including those on ownership, confidentiality, data protection, liability and payment) will continue.

22. Events outside our control

- 22.1** Neither of us is responsible for delays or failures caused by events outside our reasonable control, such as major internet or platform outages, cyber-attacks, extreme weather, serious illness or government action. Whoever is affected must tell the other promptly and do what they reasonably can to reduce the impact.
- 22.2** If such an event prevents the Services for more than 30 consecutive days, either of us may end the affected Services by written notice. We will refund any fees paid for Services that cannot then be provided.

23. Complaints and disputes

- 23.1** If you are unhappy, please email []@ [] with "Complaint" in the subject line, explaining the problem and what you would like us to do. We will acknowledge it within **2 Working Days** and aim to resolve it within **10 Working Days**.
- 23.2** Please raise any problem with a payment with us before asking your bank or card provider to reverse it, so that we have a fair chance to put it right. This does not affect your rights under the Direct Debit Guarantee or your card provider's rules.
- 23.3** If we cannot resolve a dispute between us, we will both consider in good faith using mediation through a recognised UK mediation provider before going to court. Either of us can still go to court if urgent action is needed.

24. Changes to these Terms

- 24.1** We may update these Terms from time to time, for example to reflect changes in the law or in the Ad Platforms. We will give you at least **30 days' written notice** of any change that affects you. If you do not accept a change, you can end the Agreement by giving notice before the change takes effect, without paying the Setup Fee, and the current Terms will apply until your end date.
- 24.2** We will not change the price or terms of the Handover Fee or the 12-month Build Period for an Agreement that is already running, unless the change is in your favour.
- 24.3** Any other change to the Agreement must be agreed by both of us in writing (email is fine).

25. General

- 25.1 Notices** must be in writing and sent by email to the address in the Order (or another address the other party gives in writing). A notice is treated as received on the next Working Day after it is sent, unless the sender receives a delivery failure message.
- 25.2 Entire agreement.** The Agreement is the whole agreement between us about the Services and replaces earlier discussions. Neither of us has relied on anything not written in it, but this does not limit liability for fraud.
- 25.3 Transfer.** You may not transfer the Agreement without our written consent, which we will not unreasonably refuse. We may transfer it to a business that takes over Eagle Eye's services (for example if we incorporate as a limited company), provided your rights are not reduced. We will tell you if this happens.
- 25.4 Independent businesses.** Nothing in the Agreement creates a partnership, joint venture or employment relationship.
- 25.5 Severability.** If a court decides any part of the Agreement is invalid, the rest continues to apply.
- 25.6 No waiver.** If either of us delays in enforcing a right, that right is not given up.
- 25.7 Third parties.** Nobody else has a right to enforce the Agreement under the Contracts (Rights of Third Parties) Act 1999.

26. Governing law

- 26.1** The Agreement, and any dispute or claim arising out of or in connection with it (including non-contractual disputes), is governed by the law of **England and Wales**.
- 26.2** The courts of England and Wales have exclusive jurisdiction, but this does not take away any mandatory right you may have to bring proceedings elsewhere in the UK.

Schedule 1 – Services, pricing and Order Details

Fields in square brackets are to be completed for each client. All monthly fees are for management only; Ad Spend is paid by you directly to Google and/or Meta.

Part A – Packages

Package	What's included	Monthly management fee	Setup Fee
Google Ads Only 1 service area	Google Search campaign(s) for your core services and area; keyword research; negative keywords; ad copy and assets; call and form conversion tracking (where your website allows); ongoing bid, budget and keyword optimisation; monthly report.	From £100 per month (minimum) [Agreed fee: £__]	£99 – waived after 3 paid months [adjustable: £__]
Google + Facebook / Meta Ads 1 service area	Everything in Google Ads Only, plus Facebook/Instagram campaign(s): audiences, ad creative (images/short video edits from your photos), lead form or message campaigns, Meta pixel/dataset setup on your website (where you give access), monthly combined report.	[£__ per month]	£99 – waived after 3 paid months [adjustable: £__]
Multi-area tier additional towns / areas	Additional location-specific campaigns or ad sets for extra service areas, with separate reporting by area.	[£__ per month] / [+ £__ per additional area]	[£__ / included]
Optional extras	[e.g. extra landing page, call tracking number, seasonal promotion campaign]	[£__]	[£__]

Part B – Key commercial terms

Item	Default	This client
Contract length / notice	Rolling monthly; 30 days' written notice (clause 11)	Rolling monthly; 30 days
Payment	Monthly in advance by Direct Debit or card (clause 8)	[DD / card] Collection date: [__] of each month
Setup Fee	£99, waived once 3 monthly fees are paid (clause 9)	[£99 / £__ / waived]
Build Period	12 months of Continuous Paid Service (clause 12)	12 months
Handover Fee (to buy the Campaign Build within the Build Period)	[£__] – suggested range £150–£250. Optional sliding scale: [£250] if leaving in months 1–6; [£150] in months 7–12. Any Setup Fee paid is deducted (clause 9.5).	[£__]
Handover after 12 months	Free of charge	Free
Recommended starting Ad Spend (paid by you to the platforms – not to us)	Agreed on the onboarding call	Google: [£__ / month] Meta: [£__ / month]
Monthly report	Cost, clicks, impressions, leads/conversions per platform	Sent by [__] of each month
Response times	Approvals 3 Working Days; information/access 5 Working Days; pause requests actioned within 1 Working Day	As default
Prices and VAT	[Ex VAT – VAT added at current rate] / [Not VAT-registered – no VAT]	[__]

Part C – Order Details

Client business name	[_____]
Trading as / legal entity	[Sole trader / partnership / Ltd – company no. _____]
Business address	[_____]
Contact name and email for notices	[_____]
Phone	[_____]

Package chosen	☐ Google Ads Only ☐ Google + Facebook / Meta ☐ Multi-area: [areas _____]
Service area(s) / towns	[_____]
Monthly management fee	[£___ per month] ☐ ex VAT ☐ no VAT
Setup Fee	[£99, waived after 3 paid months / other: _____]
Handover Fee	[£___]
Add-on Services (Schedule 2)	☐ Website build ☐ SEO ☐ Hosting ☐ None
Start Date	[__ / __ / 20__]
Case studies	☐ Anonymised results only (default) ☐ You may also name my business

Signed for the Client	Signed for Eagle Eye Digital Marketing
Name: _____	Name: Cameron Laing
Position: _____	Position: [Owner / Director]
Signature: _____	Signature: _____
Date: _____	Date: _____

By signing (or accepting by email or online sign-up) you confirm you are acting for your business and agree to the Eagle Eye Digital Marketing Terms and Conditions, including clause 12 (Who owns the campaigns).

Schedule 2 – Add-on Services

Add-on Services are provided under the Terms above. The service-specific terms below also apply to each Add-on you order. If they conflict with the main Terms, this Schedule applies for that Add-on.

	Website build	SEO (local search)	Hosting & care
What's included	[Template-based mobile-first site: Home, Services, Prices, Areas, About, Reviews, Contact/quote form; click-to-call; basic on-page SEO; GA4 + Search Console set up; tracking ready for ads]	[Monthly checklist: keyword/area updates, on-page tweaks, a local page or FAQ, Google Business Profile posts (with access), citation checks, Search Console fixes, short monthly note]	[Hosting, SSL, backups, updates, uptime monitoring, up to [] minutes of minor content edits per month]
Price	[£___ one-off] (payment: [50% upfront / 50% on launch])	[£___ per month]	[£___ per month]
Minimum term / notice	One-off project	[Rolling monthly, 30 days' notice] / [___-month minimum]	[Rolling monthly, 30 days' notice]
Your responsibilities	Provide content, photos and feedback within the response times in clause 5; approve before launch	Give access to website and Google Business Profile	Keep your domain renewed (if in your name); tell us about content changes
Ownership	[Recommended: you own the completed website, its content and design once paid for in full. Our reusable templates/code are licensed to you permanently for that website.] [Alternative: _____]	Content we write for your website is yours once the month is paid	Your domain should be registered in your name. Website files are yours as set out in the Website build column
When it ends	N/A	Work stops at the end of notice; changes already made stay on your site	Within 10 Working Days of the end date we provide your website files/export and help move the domain; after that you are responsible for hosting and renewals
No guarantee	We do not guarantee rankings, traffic or enquiries (clause 13). SEO usually takes several months to show results.		

Schedule 3 – Data processing details

Item	Details
Subject matter and duration	Processing Lead Data and customer data to provide the Services, for as long as the Agreement continues and up to 30 days afterwards (clause 18).
Nature and purpose	Receiving, storing and forwarding enquiries from ads (Meta lead forms, website forms, call tracking, messages); tracking which ads produce enquiries; uploading customer lists you provide for ad targeting/exclusion (e.g. Google Customer Match, Meta Custom Audiences); reporting.
Types of personal data	Name, phone number, email address, postcode/address, enquiry details (e.g. oven type, preferred date), call recordings or call logs (if call tracking is used), IP/cookie identifiers collected by tracking tags.
Data subjects	Your prospective and existing customers who respond to or are targeted by your ads.
Approved sub-processors	Google (Google Ads, Google Analytics, [Google Workspace]) · Meta Platforms (Facebook/Instagram, lead forms) · [Pipedrive – CRM] · [Email provider _____] · [Call tracking provider _____] · [Website/form host _____] · [Payment provider – GoCardless/Stripe] (our billing only) · [Other _____]
Transfers outside the UK	Some providers (e.g. Google, Meta, Pipedrive) may process data in the EEA or USA under UK adequacy regulations, the UK Extension to the EU–US Data Privacy Framework or the UK International Data Transfer Addendum, as applicable.
Security measures	Two-factor authentication on all accounts; access limited to Eagle Eye personnel who need it; leads sent to you by [email / CRM / SMS]; encrypted devices; prompt removal of access at the end of the Agreement.

Item	Details
Your contact for data matters	[Client name / email _____]

Annex – Drafting notes for Cameron and the reviewing solicitor

Remove this annex before the Terms are issued to clients. These notes explain the choices made in this draft and the points a solicitor should check. Background research and sources are in [terms-research-notes.md](#).

- **Not legal advice.** This draft was prepared from published UK agency terms and general UK law principles. It must be reviewed by a qualified solicitor in England & Wales before use.
- **Trading entity.** Complete clause 1.1 (sole trader vs limited company), address, email, phone, ICO registration (Eagle Eye will likely need to pay the ICO data protection fee as it handles lead data), privacy notice URL and VAT status (clause 8.3).
- **Handover Fee / penalty rule.** Clause 12 is framed as the price of an optional purchase (Option A) with a free alternative (Option B), rather than a charge triggered by leaving, to reduce the risk of being treated as an unenforceable penalty (Cavendish Square v Makdessi [2015] UKSC 67). Please confirm the framing, the amount and whether a sliding scale is preferable.
- **Restriction on copying the build (clause 12.4).** Check that the restriction on recreating the Campaign Build after an Option B exit is enforceable and reasonable (UCTA 1977, and copyright/database right in keyword lists, ad copy and creative). Keyword lists and short ad copy may have thin copyright protection; the contractual promise is the main protection.
- **Google third-party policy.** Google requires agencies to give clients their customer ID on request, share cost/clicks/impressions, disclose management fees, keep one account per advertiser, not verify a client's account as the agency's own, and not put "undue pressure on an advertiser to ... stay with your agency". If 80%+ of clients spend under US\$1,000/month, Google's "Advertiser guide: Working with third parties" must be shared with clients and linked on the website (fill in clause 3.6). Clauses 3.6, 6 and 12 are written to fit this. Please check them against the current policy: support.google.com/adspolicy/answer/6086450.
- **Meta ad accounts.** An ad account created inside Eagle Eye's business portfolio cannot later be moved to the client's portfolio, so clause 12.5 provides for copying the build into a client-owned ad account. Alternative (simpler, and better for sales): create the Meta ad account in the client's portfolio from day one and give Eagle Eye partner access, relying on the contract to protect the build. Cameron to decide.
- **B2B status and fairness.** Part 2 of the Consumer Rights Act 2015 (unfair terms) applies to consumer contracts. Sole traders buying for their business are generally not consumers, but B2B standard terms must still pass the UCTA 1977 reasonableness test for exclusions and limits. The draft keeps a plain-English, balanced style for this reason, and clause 1.2 preserves any mandatory consumer rights. Please consider whether a sign-up flow aimed at very small businesses needs extra steps, such as confirming business status and highlighting clause 12 at sign-up (as PositionWorks does with its key-terms summary).
- **Liability cap (3 months' fees).** This is at the low end of the market. Scalepoint and BangQuark use 3 months; PositionWorks, Yell and Built for Local use 12 months. Check that it is reasonable, particularly for data protection liabilities, and whether Eagle Eye should carry professional indemnity and cyber insurance.
- **Late payment.** Clause 10.4 refers to statutory rights only. It deliberately avoids the fixed penalty fees some competitors use (e.g. DPOM's banded daily fees, 2x monthly admin charge and £1,000 chargeback fee), which are at risk under the penalty rule.
- **Setup Fee mechanics.** The default is £99, waived after 3 paid monthly fees and offset against the Handover Fee. This mirrors PositionWorks' £695 fee, waived after its 3-month initial term. Adjustable in Schedule 1.
- **Subscriptions law.** The Digital Markets, Competition and Consumers Act 2024 subscription-contract rules are aimed at consumer contracts. Please confirm they do not apply to the intended B2B client base, or adjust the renewal and notice wording if needed.
- **Add-on prices.** The internal package notes ([offers/website-seo-addon-package.md](#)) suggest a £299–£449 site build, £19–£29/month hosting and £49–£79/month SEO. Schedule 2 leaves these as fields.