POSH Agency, Terms of Business

Last Updated: 23.11.2026

VAT No: 971 8006 15 . The Posh Agency Ltd is a company registered in Scotland, No: SC349453 . Registered address: c/o Gilliland & Co, 216 West George Street, Glasgow, G2 2PQ

THE POSH AGENCY LTD

TERMS OF BUSINESS FOR THE SUPPLY OF SERVICES

1 INTERPRETATION

1.1 In these Conditions words and expressions used shall have the meanings set out in the Schedule attached at the end of these Conditions.

1.2 In these Conditions references to the singular include the plural and vice versa, headings are inserted for convenience only and shall not affect the interpretation of these Conditions, and any references to legislation are to that legislation as amended.

1.3 Where any party to the Contract comprises more than one person the obligations and liabilities of that party under the Contract shall be joint and several obligations and liabilities of those persons. Where the Customer is a partnership, all partners are deemed to accept the Customer's obligations under the Contract on a joint and several basis.

2 INCORPORATION

2.1 The POSH Agency shall provide the Services following its acceptance of an order or instruction from the Customer. A legally binding Contract may be formed without a physical or electronic signature, provided that the parties have agreed the essential terms of the Services.

2.2 The Customer's acceptance of the Contract may be demonstrated by signing a Letter of Engagement, Proposal or quotation; written instructions by email, WhatsApp, SMS, direct message or other electronic communication; verbal instructions by telephone, video or in person where reasonably understood as authorisation to proceed; making any payment in full or part; authorising or knowingly permitting Services to commence or continue; or other conduct objectively demonstrating agreement to proceed.

2.3 The Services shall be subject to these Conditions, the Letter of Engagement and the Proposal which shall govern the Contract between the Customer and The POSH Agency to the exclusion of all other terms and conditions by reference to which an order is made or purported to be made by the Customer. Without prejudice to the generality of the foregoing, no terms or conditions endorsed upon, delivered with or contained in the Customer's order or any other document will form part of the Contract and the Customer waives any rights which it otherwise might have to rely on such terms and conditions.

2.4 Variations to the Contract shall have no effect unless approved in writing by a duly authorised representative of both parties.

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2.5 These Conditions apply where provided or adequately brought to the Customer's attention before or when the Contract is formed, including by reference or hyperlink in a Proposal, Letter of Engagement, quotation, invoice or other contractual communication. These Conditions are also available online at https://poshagency.com/terms-of-business/.

2.6 The Customer is responsible for reviewing these Conditions before authorising Services. Failure to read them does not, of itself, prevent their incorporation into the Contract.

2.7 Any individual instructing The POSH Agency on the Customer's behalf confirms their authority to do so. The Customer is bound by instructions given with actual or apparent authority.

3 PROVISION OF THE SERVICES

3.1 The POSH Agency shall provide the Services using reasonable care and skill and in accordance with the Proposal.

3.2 The Customer acknowledges and agrees that, in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation or warranty (whether in writing or not) given by any person (whether party to the Contract or not) relating to the subject matter of the Contract, other than expressly set out in the Contract.

3.3 The POSH Agency shall use reasonable endeavours to meet any performance dates, either agreed in writing between The POSH Agency and the Customer or as specified in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.4 3.4 Where Services include SEO, AI search optimisation, website optimisation or digital performance marketing, The POSH Agency shall apply its professional expertise and established methodologies with the objective of improving relevant visibility, website traffic, engagement, enquiries and commercial performance.

3.5 Successful SEO and AI optimisation require a sustained strategic approach and the Customer permitting comprehensive implementation of the agreed work, including technical website improvements, structure, content, keywords, internal linking, metadata and other reasonably necessary recommendations.

3.6 The Customer acknowledges that sustained SEO and AI optimisation are long-term investments, commonly requiring 12 to 24 months to develop and realise their full potential, with results potentially developing progressively throughout that period. Timing and effectiveness depend on implementation, cooperation, website capabilities and external market conditions.

3.7 The POSH Agency is not responsible for delays or reduced effectiveness to the extent caused by the Customer restricting or delaying approvals, access or implementation.

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Algorithms, AI systems, competitors and market conditions may also affect performance. The POSH Agency remains responsible for reasonable care and skill.

4 CUSTOMER'S OBLIGATIONS

4.1 The POSH Agency's obligation to provide the Services under the Contract is conditional upon the Customer providing to The POSH Agency:

Access to and copies of all documentation, information and materials which may at any time be necessary for the purposes of performing the Services; and

Generally, such assistance and co-operation as shall be necessary or expedient for the proper performance of the Services.

4.2 If The POSH Agency's performance of its obligations under the Contract is prevented or delayed by an act or omission of the Customer, its agents, sub-contractors or employees then The POSH Agency shall not be liable for any costs, charges or losses sustained or incurred by the Customer as a consequence and The POSH Agency shall still be allowed to be paid as though it were performing normally.

4.3 The Customer shall, for the duration of the Contract Term and for one year following the Termination Date, neither itself nor through any of its employees or associates, solicit, directly or indirectly, any employee of The POSH Agency with whom it has had contact in connection with the Contract and if it does so, it shall indemnify The POSH Agency against all costs The POSH Agency incurs as a consequence.

4.4 The Customer shall provide reasonable and timely access to websites, CMS, hosting, analytics, advertising accounts, booking systems and other platforms necessary for the agreed Services.

4.5 Where SEO, AI optimisation or website development is provided, the Customer shall permit reasonably necessary technical, structural and content changes, subject to agreed approvals and legal and operational requirements.

4.6 Where access is restricted, recommendations declined, approvals delayed or website platforms materially restrict work, The POSH Agency shall notify the Customer where reasonably practicable. It is not responsible for resulting delays or reduced effectiveness to the extent caused by those circumstances; payment obligations continue.

5 FEES

5.1 In consideration of The POSH Agency providing the Services, the Customer shall pay to The POSH Agency the Fees.

5.2 All Expenses shall be charged to the Customer at cost, and shall be payable in addition to the Fees. These will be billed in-line with the Customer's monthly invoicing. This includes

and is not limited to: airfares, car hire, taxis, train fares, underground fares, client entertaining, subsistence & accommodation when on business on behalf of the Customer.

5.3 All Fees and Expenses are exclusive of VAT which the Customer shall pay in addition.

6 PAYMENT TERMS

6.1 Unless otherwise stated in the Proposal or otherwise agreed in writing between the parties, The POSH Agency shall invoice the Customer:

6.1.1 in respect of the Management Charges and Service Delivery Charges, monthly in advance;

6.1.2 in respect of the Media Charges, monthly in advance or on an ad hoc basis in advance as such Media Charges are incurred;

6.1.3 in respect of the Project Fees, for 50% of the Project Fees on the date on which the Contract Term commences and the remainder on delivery of the given Project Deliverables; and

6.1.4 in respect of PPC management fees, monthly in arrears, but within 15 days of invoice.

6.1.5 in respect of the Expenses, monthly in arrears, but within 30 days of invoice.

6.2 The Customer shall pay each invoice within the payment period specified on the relevant invoice, calculated from the date of issue.

6.3 In the event that the Customer fails to pay any invoice by the due date specified in accordance with Condition 6.2, The POSH Agency shall, without prejudice to any other accrued right or remedy, be entitled to:

6.3.1 suspend any or all Services with immediate effect until all overdue amounts have been paid in full;

charge statutory late-payment interest under the Late Payment of Commercial Debts (Interest) Act 1998 at 8% above the applicable Bank of England base rate, accruing daily until payment is received in full; and recover statutory fixed-sum compensation for each qualifying overdue invoice (currently £40 for debts below £1,000, £70 for debts from £1,000 to £9,999.99, and £100 for debts of £10,000 or more), together with reasonable recovery costs to the extent permitted by law.

6.4 Should The POSH Agency have reasonable concerns as to the creditworthiness of the Customer it may adjust the credit terms applicable to the Customer and may impose credit limits on the Customer which, if reached, allow The POSH Agency to suspend the Services or terminate the Contract in accordance with Condition **Error! Reference source not found.**.

6.5 6.5 Lawful suspension for non-payment does not release the Customer from contractual payment obligations, including monthly Fees, Project Fees and applicable notice-period

charges. Subject to Condition 10, The POSH Agency is not responsible for losses or disruption resulting from such lawful suspension.

6.6 Following a history of late payment, The POSH Agency may require advance payment, amend credit terms, withdraw credit facilities or decline further work.

6.7 The Customer shall not withhold undisputed amounts because of a dispute over another invoice or element of the Services.

7 VARIATIONS TO PROJECT, SERVICES AND/OR PROPOSAL

7.1 The Customer shall be entitled to request a variation to the Services and/or Proposal on reasonable written notice. In the event the Customer requests such a variation, The POSH Agency in its absolute discretion shall be entitled to either:

7.1.1 agree to accept the requested variation to the Services and/or Proposal, provided that The POSH Agency shall be entitled to reasonably increase the Fees to account for the variation to the Services and/or Proposal on giving the Customer notice of such increase in Fees, and the Customer agrees to pay any such increase; or

7.1.2 terminate the Contract in accordance with Condition **Error! Reference source not found.**.

7.2 Without prejudice to either parties' rights under these Conditions, in the event of a variation to the Services and/or Proposal or termination of the Contract pursuant to Condition 7.1, the Customer shall be liable to pay all outstanding Fees, Expenses or such other reasonable costs incurred in respect of any aborted work in the provision of the Services up to the time of receipt of notification of the requested variation by The POSH Agency in accordance with the payment terms set out in Condition 6.

7.3 In the event of a variation of the Contract pursuant to Condition 7.1.1 above, except in so far as the requested variation amends the Contract, the Contract shall continue to govern the parties' relationship and obligations as it did prior to the variation.

8 CANCELLATION OF PROJECT OR CONTRACT AGREEMENT

8.1 Once a Project or Contract has been accepted in accordance with Condition 2, the Customer commits to the agreed Fees and contractual obligations, including the minimum Contract Term and notice requirements in Conditions 9 and 16.13.

8.2 Where the Customer cancels, indefinitely postpones or materially reduces an agreed Project other than due to The POSH Agency's material breach, The POSH Agency may recover fees for work undertaken (whether or not launched, delivered or approved), reasonable non-recoverable third-party and contractor commitments, reasonably evidenced losses arising from reserved capacity that cannot reasonably be redeployed, and sums properly due under the minimum term or notice period.

8.3 The Customer acknowledges that The POSH Agency allocates personnel, contractors, resources and delivery capacity in reliance upon confirmed Projects, and cancellation may cause financial losses beyond work physically completed at the cancellation date.

8.4 The POSH Agency may rely on project management records, including time recorded in Teamwork or equivalent systems, agreed Project Fees, work undertaken, committed expenditure and other reasonable evidence to calculate sums due.

8.5 Publication, launch, approval or use of Project Deliverables is not a prerequisite for payment for work undertaken. Where a Project is substantially or fully completed, The POSH Agency may recover up to the full agreed Project Fees, subject to applicable law, payments already made and costs genuinely saved through cancellation.

8.6 For ongoing Services, the Customer remains liable for all Fees payable during the applicable minimum Contract Term and three-calendar-month notice period. Any postponement or hold requires The POSH Agency's written agreement; unless otherwise expressly agreed, payment and notice obligations continue.

8.7 Any deposit or advance payment shall be applied against sums properly due under Condition 8. Any balance shall be payable within seven days of invoice. Calculations shall avoid double recovery and account for reasonable costs avoided or losses mitigated.

9 TERMINATION

9.1 The Contract shall commence on the date on which the Contract is deemed to have been accepted in accordance with Condition 2 and shall continue until the Termination Date.

9.2 Subject to the minimum Contract Term in Condition 16.13, either party may terminate the Contract by giving the other not less than three calendar months' written notice. Notice takes effect when validly received under Condition 16.3. The Customer remains liable for Fees payable during the applicable notice period.

9.3 Either party (the "**First Party**") shall be entitled to terminate the Contract immediately on written notice in the event that:

9.3.1 the other party (the "**Other Party**") commits a material breach of any of the provisions of the Contract, and where such breach is remediable, fails to remedy that breach within 20 working days of notification of the breach by the First Party; or

9.3.2 the Other Party:

a) makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being a firm or individual) becomes bankrupt or (being a company) goes into administration or liquidation (otherwise

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than for a solvent winding-up for the purposes of a bona-fide scheme of reorganisation, amalgamation or reconstruction of the Customer); or

b) ceases or threatens to cease to carry on business.

9.4 All sums properly payable to The POSH Agency under the Contract shall become due immediately upon termination, without prejudice to any other rights or remedies. Where termination occurs during an ongoing Project, amounts payable shall be calculated in accordance with Condition 8, taking account of Project Fees already paid or invoiced.

9.5 In the event of termination of the Contract for whatever reason (except where the Customer lawfully terminates the Contract as a direct result of The POSH Agency's material breach in accordance with the provisions of Condition 9.3.1), The POSH Agency shall not incur any liability to the Customer resulting from, or in respect of, such termination.

9.6 Upon termination, The POSH Agency may revoke access to its proprietary systems, software, intellectual property, internal working documents and agency-owned accounts. The Customer retains its rights in Customer-owned accounts, data and Materials, subject to lawful restrictions and outstanding contractual obligations.

9.7 Following termination or expiry, The POSH Agency has no obligation to provide additional consultancy, training, technical support, campaign restructuring, website amendments, meetings or other Services beyond expressly agreed handover or legal requirements. Additional assistance accepted by The POSH Agency is charged at £150 per hour plus VAT unless otherwise agreed in writing, and advance payment may be required.

10 LIMITATION OF LIABILITY

10.1 The following provisions of this Condition 10 set out the entire financial liability of The POSH Agency (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer for any breach of contract and any representation, guarantee, warranty, indemnity, statement or tortious act or omission including negligence arising under or in connection with the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in the Contract excludes or limits the liability of The POSH Agency in respect of:

10.3.1 death or personal injury caused by its negligence;

10.3.2 fraud or fraudulent misrepresentation; or

10.3.3 any other liability that cannot be limited or excluded under law.

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10.4 Subject to Condition 10.3, The POSH Agency shall not be liable to the Customer whether in contract (whether by way of guarantee, warranty, indemnity or otherwise), tort (including negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise in respect of the Contract for any:

10.4.1 indirect or consequential loss or damage;

10.4.2 loss of profit; or

10.4.3 loss of business or depletion of goodwill;

howsoever caused which arises out of or in connection with the Contract.

10.5 Subject to Condition 10.3 and without prejudice to Condition 10.4, The POSH Agency's total liability in contract (whether by way of guarantee, warranty, indemnity or otherwise), tort (including negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise, arising from or in connection with the Contract shall be limited to the total Fees payable under the Contract.

11 CONFIDENTIALITY

11.1 Each of The POSH Agency and the Customer shall, and shall procure that its employees shall, keep secret and confidential all business and trade secrets, know-how, specifications, processes, initiatives, methods of doing business, price lists and other confidential information and material disclosed by or obtained from the other ("**Confidential Information**"). Each party undertakes not to disclose the other's Confidential Information to any third party other than its responsible employees to whom disclosure is in good faith necessary for the proper performance of their duties in connection with the Contract.

11.2 The obligations of confidentiality under Condition 11.1, above, shall not apply to any information or material which:

11.2.1 was known to the recipient before its receipt from the disclosing party;

11.2.2 is lawfully in the public domain other than by reason of breach;

11.2.3 must be disclosed by law or by any regulatory body; or

11.2.4 can be reasonably shown to have been developed by the recipient independently of the disclosing party.

12 INTELLECTUAL PROPERTY

12.1 For the purpose of this Condition 12.1 intellectual property rights include, without limitation, copyright, patent rights, utility models, rights to inventions, domain names, rights in computer software, service marks, trademarks, PPC campaigns, SEO campaigns, rights in goodwill or rights to sue for passing off, design rights, data base rights, know how,

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trade secrets, technical information, confidential process information, trade and business names, proprietary information and all similar rights whether registered or not and all rights to apply for such registrations which subsist now or in the future in any part of the world ("**Intellectual Property Rights"**).

12.2 All Intellectual Property Rights in the Services and/or the Project Deliverables and/or Materials provided by The POSHAgency in connection with the Contract belong to The POSH Agency unless otherwise agreed. All Intellectual Property Rights in any Materials provided by the Customer belong to the Customer. Each party is to return to the other party any Materials it has been provided by the other party on request, on completion of the Services or on termination of the Contract (whichever is the earlier).

12.3 **Advertising Account Ownership**

The Customer shall retain ownership or control of its own Google Ads, Meta and other advertising accounts, associated billing arrangements, Customer-provided Materials and Customer data, subject to the relevant advertising platforms' terms.

12.4 **POSH Agency Intellectual Property**

The POSH Agency shall retain ownership of its pre-existing and independently developed intellectual property, including proprietary advertising methodologies, strategic frameworks, campaign templates, automation tools, scripts, internal processes, confidential know-how and reusable technical resources developed or used in connection with the Services.

Payment of Fees shall not, unless expressly agreed in writing, transfer ownership of such proprietary intellectual property to the Customer.

12.5 **Campaign Materials and Termination**

Upon termination or expiry of the Contract, The POSH Agency shall be entitled to remove its proprietary tools, scripts, templates, automations and other agency-owned Materials from advertising accounts, provided that such removal is lawful, consistent with the relevant platform's terms and does not involve the unauthorised deletion or destruction of Customer-owned data or assets.

The POSH Agency shall not be required to disclose its confidential methodologies, internal campaign planning documents, proprietary processes or independently developed tools to the Customer or any replacement agency.

The Customer shall retain access to its advertising accounts, historical advertising data, billing records and other Customer-owned Materials.

12.6 **Campaign Handover**

Unless otherwise agreed in writing, The POSH Agency's obligations upon termination shall be limited to the orderly return of Customer-owned accounts, access credentials and Customer-owned Materials.

Any additional campaign restructuring, migration, training, documentation or technical assistance requested by the Customer shall be charged at £150 per hour plus VAT, subject to agreement in advance.

13 DATA PROTECTION

Each party shall comply with all applicable data protection legislation in connection with performance of its obligations under the Contract, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended or replaced from time to time.

If we collect any data from you, your organisation or your suppliers, it is only for the purpose of meeting your needs and it will be stated upon the point of the data request what it shall be used for. For example, if you require monthly reporting, we will require access to your reporting system for this purpose only. We will only use the data for the purpose it serves. We will not share this data with any 3rd party. Only individuals who are permitted to access this data will use it and use it only for the purpose it serves. These individuals are aware of their responsibilities under the GDPR guidelines. All data is protected as such in accordance with the GDPR regulations. Should you wish a copy of your data that we have or you wish us to delete your data you can contact us here and state your request. Please be aware that deletion of data may mean that we cannot process your request.

Users contacting the POSH Agency and its members do so at their own discretion and provide any such personal details requested at their own risk. Your personal information is kept private and stored securely. We will not sell your data to any 3rd party.

Where we have clearly stated and made you aware of the fact, and where you have given your express permission, we may use your details to send you products/services information through a mailing list system. This is done in accordance with the regulations named in 'The policy' above.

14 SPECIAL CONDITIONS

14.1 The Special Conditions (if any) are hereby incorporated into the Contract and to the extent that there is any inconsistency between the Conditions and any such Special Conditions the Special Conditions shall prevail.

15 NON-SOLICITATION

15.1 Prior to Contract agreement (as formed in accordance with Condition 2); the Customer should inform the POSH Agency, within reasonable limits, of any businesses the Customer views as a conflict of interest for POSH to solicit.

15.2 During the term of this Agreement the POSH Agency will not, without the prior written consent of the Company, either directly or indirectly solicit or attempt to solicit an business the Company has highlighted within this.

16 GENERAL

16.1 Each party shall perform its respective obligations under this Contract in accordance with all relevant legislation.

16.2 The POSH Agency shall not be liable if it is delayed in or prevented from performing its obligations due to circumstances outside its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, failures in utility supply, supplier failures, systems interruption, power surges, network unavailability, equipment failures, virus attack or any comparable circumstances.

16.3 Any formal notice under the Contract, including termination, shall be given in writing and delivered personally, sent by pre-paid first-class post to the recipient's registered office or principal business address, or emailed to its designated business email address. Hand delivery is deemed received upon delivery; first-class post two working days after posting; and email on the next working day after transmission provided no automated delivery failure is received. WhatsApp, SMS and verbal communications shall not constitute formal termination notice unless expressly accepted as such in writing by The POSH Agency.

16.4 Each right or remedy of The POSH Agency under the Contract is without prejudice to any other right or remedy of The POSH Agency whether under the Contract or not.

16.5 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

16.6 Nothing in the Contract shall create a partnership or employment relationship.

16.7 Failure or delay by The POSH Agency in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

16.8 The POSH Agency may sub-contract the performance of any or all of its obligations under the Contract without any requirement to obtain consent (written or otherwise) from the Customer and in such circumstances The POSH Agency shall remain responsible for the acts or omissions of such sub-contractor as if they were acts or omissions of The POSH

Agency. Save as set out in this Condition 16.8, neither party may assign, sub-contract, transfer, charge, create a trust over or otherwise deal in its rights and/or obligations under the Contract without the other party's prior written consent.

16.9 All subcontractors will be asked to demonstrate their accordance with GDPR in order to be selected to work with the POSH Agency and our clients.

16.10 No term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

16.11 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the Law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

16.12 The Customer should inform the POSH Agency of any processes they would like adhered to in advance of project commencement. By signing the Letter of Engagement, or by making payment to the POSH Agency for the services set out in the Contract the Customer is accepting that the website is live and stable. Any new updates should be briefed and will be quoted for via a separate agreement.

16.13 Unless otherwise expressly agreed in writing, the Contract has an initial minimum term of three calendar months commencing on formation under Condition 2. Following that term, the Contract continues on a rolling monthly basis unless terminated under Condition 9.2. Notice may be served during the initial term but shall not take effect before its expiry. The Customer remains liable for Fees during the initial minimum term and applicable three-calendar-month notice period. Reduction, suspension or cancellation of Services requires agreement under these Conditions and does not automatically extinguish existing payment obligations.

SCHEDULE

Definitions

"**Conditions**"	means these terms of business and "**Condition**" shall be interpreted similarly;
"**Contract**"	means the contract between the Customer and The POSH Agency for the supply of the Services as formed in accordance with Condition 2, incorporating these Conditions and the Proposal;
"**Contract Term**"	means the initial minimum term, any continuing period and any applicable notice period during which Services are provided or Fees remain payable, subject to the Proposal and these Conditions;

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"**Customer**"	means the person, firm or company with whom The POSH Agency enters into the Contract to provide the Services;
"**Expenses**"	means costs and charges reasonably incurred by The POSH Agency in the provision of the Services including (but not limited to) rail, air or other travel expenses, costs of accommodation, car parking, subsistence, couriers, cost and charges relating to printing, photocopies, postage and telephony services, as well as any other expenses detailed in the Proposal;
"**Fees**"	means the Management Charges, the Media Charges and the Project Fees payable by the Customer to The POSH Agency in respect of the provision of the Services;
"**Materials**"	means any documents, materials, data or information in any form (including computer programs, data, reports, specifications and drafts) provided in connection with the Contract by one party to the other;
"**Management Charges**"	means the on-going monthly consultancy charges as set out in the Proposal as may be amended from time to time in accordance with these Conditions;
"**Media Charges**"	means the third-party media charges including but not limited to advertising on paid search, affiliate and display advertising networks;
"**Project**"	means such project or aim as the Customer agrees with The POSH Agency (prior to starting the Services) and as is specifically set out in the Proposal;
"**Project Deliverables**"	means any deliverables to be delivered to the Customer by The POSH Agency in respect of a Project as specifically set out in the Proposal;
"**Project Fees**"	means the project fees payable in respect of the Project Deliverables and set out in the Proposal as may be amended from time to time in accordance with these Conditions;
"**Proposal**"	means such estimate, quotation, proposal, offer or analogous document presented to the Customer by The POSH Agency (prior to starting the Services) that describes the Services;
"**Services**"	means the services to be provided by The POSH Agency to the Customer under the Contract as detailed in the Proposal

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	(including for the avoidance of doubt any services provided in connection with a Project);
"**Special Condition**"	means any term specified in the Proposal as a "Special Condition" and "**Special Conditions**" shall mean all of them;
"**Termination Date**"	means the date on which the Contract Term ends or such earlier date on which the Contract shall be terminated for whatever reason in accordance with these Conditions; and
"**The POSH Agency**"	means The POSH Agency Ltd (Registered Co No SC349453) whose registered address is Provanston, Fintry, G63 0LP.

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