



## General

- You are entering into a formal contract of work with Lens Change Ltd (Company number: 09879730).
  - Studio You London is a trading style of Lens Change Ltd and not a legal entity.
- By signing and returning the Support Retainer Agreement you are instructing Lens Change to carry out the work outlined in your agreement with reasonable and due care, in accordance with, and subject to these terms + our standard agency T's & C's
- Lens Change reserves the right to use both initial creative concepts and final approved design work for the purposes of the Lens Change and Studio You London marketing activities (both online and offline) unless otherwise requested/agreed with you.
- Lens Change Ltd is required to add Value Added Tax (VAT) @ the rate of 20% to it's payments for HMRC.
- Our VAT number is 327 2524 15

## What's included in our support retainers

### 1) Proactive work - Routine WordPress Maintenance:

- Routine Maintenance: This varies per client and is also responsive to emerging technologies and threats. It is quite normal that we will accrue several months of maintenance and then work on the site in one bigger sitting. This will allow us to apply updates and test them fully in one go. Routine Maintenance includes but is not limited to:
  - Ensuring your website is running the latest version of software applying updates as they become available.
  - Ensuring any website plugins are secure and up-to-date.
  - Proactive analysis ensuring there are no bugs on your website.
  - Checking server error reports and addressing any broken links or in-page errors. This may include broken links or errors that you have caused during your own content management.
  - Checking Google Search Console for search errors and rectifying. This may include fixing XML sitemaps, page load speeds and other access or indexing issues.

### 2) Reactive work – Responding to your requests:

- These hours are perfect for clients who know they need regular creative & technical work, or are making an ongoing investment to further develop their online presence. A subscription here ensures we are available each month to fulfil such services without having to create separate work specs and quotes per request.
  - In our agency there are Senior, Middleweight and Junior talent. Our subscription services always ringfences talent at the Middleweight level. Middleweight services included in these hours include:
    - Design & illustration for digital or marketing assets (including, social media graphics & newsletter design).
    - Web Design.



- Web Development: Although we can work with any website programming languages, WordPress support retainers are limited to:
    - Front-end programming: html5, CSS and Javascript.
    - Back-end programming: PHP and MySQL.
  - Photography shoots (On Sony DSLRs) and Photo edits (Photoshop, Lightroom).
  - Film shoots (On Sony DSLRs) and aerial videography (Using DJI drone), Livestreaming video (Using Vimeo software & hardware).
  - Film editing in Adobe Premiere.
  - SEO work / competitor analysis.
- **Cumulative resource:** These 'reactive' hours are generally only spent on request from you. If you do not use your hours for 1-3 months resource is cumulative and will accrue on account for up to a maximum of 3 months. For example if you are on a support retainer for 12 hours /month and don't request anything for three months, you will have 36 hours to spend after your third support payment. However if after the fourth month/payment you still don't make any requests you will still only have 36 hours to spend.

In such a scenario, we will either 1) Recommend new ways of improving your website or other comms to utilise these hours. This could include things like creating custom 404 error pages or SEO title and descriptions work, or 2) We may recommend lowering your retained hours if you are not using them.

- As they are costed the same, 'Reactive hours' can be interchangeable with 'Proactive Hours'.

## Time Tracking

- We believe in ultimate transparency. That is why you will never be paying for nothing. At any time, you can ask your Studio You rep for a 'time tracking report' and we will show you 1) What work was carried out 2) When it was carried out 3) How long it took to carry out.
- If 'out of scope' requests are made, or if more creative process is requested than is budgeted by Lens Change / budgeted for, then our Time Tracking report will be used to show you time spent versus time remaining. This time tracking report will take ultimate precedence to whether client requests are 'out of scope' or not. If new requests exceed the time remaining at this point a new quote will be given for additional work as an add-on to the agreed quote.

## Payment

- All retained support plans work on an advanced payment basis. Resource is preloaded on your account for the month ahead.



- Lens Change must receive full payment no later than 14 days after the date of any invoice. Lens Change reserves the right to suspend or remove services if we don't hear from you regarding payment or to agree alternate payment arrangements during this time.
- As per Guidance from the Small Business Commissioner (SBC) late payments after 30 days are liable to a one-off £40 late payment fee plus daily interest which can accrue on account. How interest is calculated:
  - Interest = Amount owed x interest rate (8.5%) x (the number of days late/365)
- Continued non-payment may result in us handing the debt over to a debt collection agency to collect the debt on our behalf. This will incur additional fees and interest from the collection agency commissioned. We will always work with you to avoid such a scenario.

## Monthly Retainers: Direct Debit

- If on a pay monthly plan you have the option to pay hassle free via Direct Debit each month.
- Payments are processed securely by GoCardless (<https://gocardless.com/>)
- Giving us your [Direct Debit instruction](#) means you consent to the processing of the monthly plan total each month until cancelled at your request.
- You are protected by the Direct Debit Guarantee:

### The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or interval of your Direct Debit GoCardless will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request GoCardless to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by GoCardless or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society - If you receive a refund you are not entitled to, you must pay it back when GoCardless asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

## Monthly Retainers: Bounced Auto Payments / Non-Payment

- If your payment is not successful via GoCardless, the system will attempt the payment again every 7 days until the payment is successful. In this scenario you will receive a notification from GoCardless as to the upcoming payment date. Lens Change cannot be held responsible for any charges incurred by your bank for bounced payments.



- If we do not receive payment within one month of the payment date (4 failed payments) then we reserve the right to pause your support and maintenance arrangement until payment is received.

## Monthly Retainers: Modification of monthly resource

- Our minimum monthly support bundle is 4 hours of staff time per month for “reactive” content services.
- If your ongoing requests exceed your available resource, your rep may borrow some hours from your next month’s fees at their discretion on a per case basis, or we will advise you to increase your monthly payments.
- You can dial up or dial down your monthly resource with 21 days notice.
- If additional third-party services are required to fulfil your brief (e.g. G Suite, Zapier, Mailchimp etc), you will be consulted on as to the cost of such services and you will have the option to create your own account to process payment for third-party services or add them onto your pay monthly plan at the manager’s discretion.
- You will always receive an invoice for your records in advance of the Direct Debit. Invoices are issued 14 days before the payment is taken you will receive an invoice from Lens Change Ltd. This provides an opportunity to review the exact amount being taken by GoCardless.
- We will not take any additional payments without your authorisation. Requests that fall outside of our subscription services (e.g. Senior logo design work or senior developer time) will either be invoiced separately or an updated invoice will be submitted to you for approval.
- Requests that fall outside of our subscription hours (i.e. service not listed in plan, or not enough hours in the plan) you will be sent an additional invoice on top of your monthly plan. Additional work outside your plan will be invoiced at the full rate of £30 / hour (+ VAT) or you can boost your plan hours on an ongoing basis to receive the £5 / hour discount.

## Monthly Retainers: Cancellation

- To cancel your Direct Debit Instruction please e-mail [accounts@lenschange.co.uk](mailto:accounts@lenschange.co.uk) and we will cancel your next subscription and no more resource will be added to your account. **Please notify us 21 days before your next renewal** if you would like to cancel so we have time to successfully stop the direct debit. As you are protected by the Direct Debit Guarantee you may also cancel the instruction directly with your bank.

### Upon cancellation:

1. If in credit: You can request a report of hours still available and spend these hours on any of our services up to 45 days after Lens Change has confirmed cancellation. After the 45<sup>th</sup> day post-cancellation any surplus hours on account will expire.
2. If in debit: Hours already spent on the project (e.g. to create your website) will be submitted to you in a final invoice if you have not already covered that staffing cost. This invoice will have the statutory 30 day payment terms to clear the remaining balance.
3. When a support plan is cancelled on your request, the cost of monthly web hosting and/or any third party services that were bundled in your monthly support payments, will automatically switch to annual renewals. Of which the first annual renewal payment will be required within 30 days.



- Typical services that require continued payment might include; website hosting; email solutions; domain name and premium plugin/software renewals. Please speak to your rep to see if any of these apply to you or if you'd like to arrange a migration of such services to a third party.
4. If you are cancelling on grounds of feeling unsatisfied with our services we would like to do whatever we can to make things right. Please speak to your Studio You Rep if this is the case and we'll look at the option of discounting your services and putting things right asap.
  5. If you are cancelling on grounds of financial difficulty please speak to your Studio You Rep, we pride ourselves on being able to offer clients flexibility and breathing room during challenging times. Your rep will review your situation and work to find a solution that works for both parties.

## Choose Direct Debit for hassle free payment processing

If you agree to the terms and conditions above - and would like to authorise us to take your plan payments via Direct Debit - please click the 'GoCardless' link below to securely provide your Direct Debit Instruction.

