



TERMS & CONDITIONS: The Marketing Bungalow

Last Updated 3rd January 2018

1. PROPOSALS

- 1.1. Proposals are valid for 14 days from the date of submission.
- 1.2. You have a maximum of 14 days to respond with revisions from submission of the first draft, after which time the project will be closed.
- 1.3. The Proposal includes regular Client liaison by email, phone or Skype and an initial face-to-face briefing meeting in Sydney, subject to The Marketing Bungalow availability. Any additional meetings, including travel time, will be charged at an hourly rate of \$98 (ex GST).
- 1.4. The Proposal does not include liaison or expenses associated with third parties such as web developers unless specified.
- 1.5. The Proposal is based on information provided by the Client within the project brief. The Client agrees that this information is complete and correct. Any missing or inaccurate information that changes the scope of The Project in any way renders the Proposal invalid.
- 1.6. Potential outcomes, ideas or suggestions outlined in the Proposal are not guarantees of delivery and should not be taken as such.
- 1.7. Acceptance of the Proposal must be provided in writing via email, clearly stating that The Project is approved. Verbal confirmation by phone or in person will not be accepted.
- 1.8. In the absence of written acceptance, payment of the deposit invoice assumes approval of the Proposal provided by The Marketing Bungalow.

2. PAYMENT

- 2.1. A non-refundable deposit of 50% of the total amount quoted is required on approval of the Proposal, before work can begin. Monthly retainers are invoiced on the first calendar day of each month and are due by the 11th calendar day of each month. All other invoices are due upon invoice issue date unless otherwise stated.
- 2.2. Where the amount is less than \$1000, a non-refundable deposit of 100% is required before work can begin.
- 2.3. The balance of the invoice is due on receipt of the final work or when approval is provided (whichever occurs first).
- 2.4. If the Client's project is urgent and requires a turnaround of less than two (2) working days, a surcharge of 25% may apply.
- 2.5. Payment is required by direct deposit in Australian Dollars. The Client is responsible for paying any fees associated with this payment, including PayPal fees or international transfers.
- 2.6. The Marketing Bungalow has payment terms of five (5) days from the date of invoice.
- 2.7. The suspension of any work for a period of 30 days, for any reason whatsoever, will require payment in full for the time spent and work completed to date.
- 2.8. The Client agrees to pay any expenses incurred in the collection of outstanding debts.
- 2.9. The Marketing Bungalow reserves the right to charge interest on overdue accounts at a rate of 10% for the first 21 days and 20% thereafter.
- 2.10. Any third party fees will be itemised separately on the invoice and charged in addition to the quoted fee.

THE MARKETING BUNGALOW

ABN 48 725 340 655

m 0439 241 936

e hello@themarketingbungalowmarketing.com.au

p PO Box 1170, Cronulla NSW 2230

3. CHANGES IN SCOPE

- 3.1. Any modifications to the original project brief during execution of The Project will render the Proposal invalid and additional fees may be applied.
- 3.2. Unless otherwise agreed, a new Proposal will need to be approved and a revised deposit paid before work can restart.

4. APPROVAL

- 4.1. The Client is asked to nominate one primary contact to centralise all contact throughout The Project.
- 4.2. Approval of all services provided must be clearly stated in writing via email.
- 4.3. Once final approval has been received, The Project will be closed and the final balance of the invoice is due as per The Marketing Bungalow payment terms.
- 4.4. If revisions have not been received within 14 days of the first draft being delivered, approval is assumed and the project will be closed.
- 4.5. These terms and conditions are implicitly agreed to on acceptance of the Proposal provided and the instruction to proceed.

5. TERMINATION

- 5.1. You may terminate the job at any time. In this instance, The Marketing Bungalow will invoice for the time spent and work completed to date.
- 5.2. The Marketing Bungalow is entitled to suspend or terminate the project and retain or withhold any information in relation to the job if an invoice remains due and unpaid.

6. COPYRIGHT

- 6.1. The copyright of any work delivered to the Client remains the intellectual property of The Marketing Bungalow until all monies due to The Marketing Bungalow have been paid.
- 6.2. The Marketing Bungalow reserves the right to use Client projects and logos for their own promotional use unless a Non-Disclosure Agreement precluding this has been signed by The Marketing Bungalow.
- 6.3. The Marketing Bungalow may approach the Client for a testimonial after the project is completed, although provision of the testimonial is not obligatory.

7. CLAIMS AND LIABILITIES

- 7.1. All materials provided by the Client are assumed legal and accurate.
- 7.2. The Marketing Bungalow cannot be held responsible for how the material produced is used once the Client has approved the final draft.
- 7.3. The Client agrees to indemnify and to hold The Marketing Bungalow harmless against any and all claims, costs, and expenses, including solicitors fees, due to materials included in any work undertaken at the request of the Client.
- 7.4. The Marketing Bungalow will not be liable in any way for any direct, indirect, incidental, special or consequential losses or damages resulting from use of services including but not limited to: loss of data and other intangibles; costs or damages resulting from or related to any services purchased or obtained; resulting from unauthorised access to, or alteration of the Client transmissions or data.
- 7.5. Any imposed liability shall be limited to resupply of information or services.
- 7.6. Any claim by the Client as to incorrect performance or breach of these terms and conditions must be made to The Marketing Bungalow in writing within seven days of delivery.

THE MARKETING BUNGALOW

ABN 48 725 340 655

m 0439 241 936

e hello@themarketingbungalowmarketing.com.au

p PO Box 1170, Cronulla NSW 2230



8. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. They shall be governed by Australian law, and the parties hereby agree to submit themselves to the exclusive jurisdiction of Australian Courts. Any changes to this Agreement must be agreed to in writing by both the Client and The Marketing Bungalow.

DEFINITIONS

The Client means the person or company that has formally entered into the agreement.

The Marketing Bungalow means The trustee for the bk gaunt business trust t/as The Marketing Bungalow (ABN. 48 725 340 655).

Agreement means the Quote and the Terms and Conditions.

Fees means the fees for the Services as stated in, or calculated in accordance with, this Agreement.

Information means any information, documents, materials facts, instructions or Confidential Information provided to The Marketing Bungalow by you, or your Representatives or anyone else at your request.

Intellectual Property means all industrial and intellectual property rights throughout the world and includes rights in respect of copyright, patents, trademarks, designs, trade secrets, know-how, our Confidential Information and circuit layouts.

Proposal means the quote to which the Terms and Conditions are attached.

Loss means any losses, liabilities, claims, damages, costs or expenses (including interest where applicable and Consequential Loss), judgments or orders however caused or arising as a result of the Services or this Agreement.

Services means the services described in the Quote.

Terms and Conditions means these terms and conditions.

The Project means communications activities as outlined in the Quote.