

Melrose Marketing Summary of Terms and Conditions Important Points to Remember

1. Project Begins

Work on the project only begins once the Initial 50% Deposit, Project Brief and Files are received from the Client.

2. Refunds

The initial 50% deposit is non-refundable. Final files and marketing work will not be completed or released to the Client until the final 50% deposit payment is received from the Client.

3. Cancellations

If the project is cancelled before completion or full payment, Melrose Marketing retains ownership of all works, ideas and files created. Client does not receive a refund of initial deposit, and must pay any additional fees incurred at the current phase of the project.

If Client stops communicating for a period of 30 days or more, the project can be cancelled in writing by Melrose Marketing and all files retained by Melrose Marketing. Additional fees may be charged for work completed at that stage in the project. There is a \$150 Project Reinstatement Fee to restart the project.

4. Ownership

The Client shall be entitled to full ownership of all *final* artwork created during the project upon *full payment* of the agreed fees. If the project is cancelled before completion or full payment, Melrose Marketing retains ownership of all works, ideas and files created. Design sources files are not released to Client.

5. Revisions

All revision requests *must* be made in writing. Revisions consist of making minor changes to the existing design. Revisions do not include completely changing the original design or adding extra services to the project. Significant changes or additional services added to a project require a new contract, new brief and full payment in order to continue the project work. Timelines are automatically extended when additional services are requested.

If there are typos or errors in any project, the Client is responsible for requesting revisions prior to the project completion. Melrose Marketing proofreads files as a courtesy, however no refunds will be given for typos or errors overlooked by the Client.



6. Rights to Refusal

Melrose Marketing has the right to refuse any project that contains any text, images or other data which it deems to be immoral, offensive, obscene, illegal or in violation of the personal and professional standards or beliefs of its owners and employees.

7. Not Included In Design, Unless Ordered or Specified

- Printing not included, unless ordered
- Search Engine Optimization not included with website design, unless ordered
- Content and Copy not included with websites or designs, unless ordered
- Domain name, email or hosting not included, unless ordered or specified
- Any other service not paid for in the invoice

Please see full terms and conditions below.



MELROSE MARKETING TERMS & CONDITIONS

The following Terms and Conditions of Service apply to all products and services provided by Melrose Marketing. All marketing and/or design work is carried out by Melrose Marketing on the understanding that the Client has agreed to abide by Melrose Marketing's terms and conditions.

Copyright of all graphic, marketing, strategy and/or design work is retained by Melrose Marketing including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices and payments have been paid by Client and settled.

If multiple marketing and/or design concepts are submitted, only one concept is deemed to be given by Melrose Marketing as fulfilling the contract. All other artwork marketing and/or designs remain the property of Melrose Marketing, unless otherwise agreed in writing.

Project Acceptance

At the time of proposal, Melrose Marketing will provide the customer with a written estimate or quotation. A link will be provided to the Client, where they can read the Terms and Conditions on Melrose Marketing's website.

The payment of quoted pricing and the customer's checking the Terms & Conditions box on the payment page, constitutes acceptance of the quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the Client and Melrose Marketing.

Payment of Fees

The Client will submit an initial 50% deposit, by credit card online, prior to any marketing or design work beginning. The project can be scheduled once the deposit, creative brief and client files are received by Melrose Marketing. **The initial 50% deposit is non-refundable.** The remaining 50% is payable to Melrose Marketing upon completion of the project, but *before* the final marketing or design work is released to the Client. Melrose Marketing will not release the final project work to the Client without the receiving payment in full for services rendered or products provided.

Rights

All services provided by Melrose Marketing shall be for the exclusive use of the Client as well as for Melrose Marketing's promotional use in their marketing materials and website. Upon payment of all fees, the following reproduction rights for all approved final designs created by Melrose Marketing for this project shall be granted:

- Client to gain full transferable rights to brand identity.
- Client to gain full license to reproduce works through commercial printers.



Ownership

The Client shall be entitled to full ownership of all *final* artwork created only upon *full payment* of the agreed fees. Design sources files are not released to Client.

Confidentiality

The Client shall inform Melrose Marketing *in writing before the project begins* if any portion of the materials or information provided by the Client is confidential, or if the Client does not wish to have any portion of the project used in Melrose Marketing's promotional materials or website.

File Requirements. If Client has specific requirements for how project files must be prepared, Client must communicate this, in writing, to Melrose Marketing before the project begins.

Cancellation

If the project is cancelled before completion or full payment, Melrose Marketing retains ownership of all works, ideas and files created. Client does not receive a refund of initial deposit, and must pay any additional fees incurred at the current phase of the project. If Client communication (face-to-face, telephone, or email) stops for a period of 30 days or more after the project begins, the project can be cancelled in writing by Melrose Marketing, and ownership of all copyrights and materials created shall be retained by Melrose Marketing. All fees for work completed shall be paid by the Client, with the fee based on the stage of project completion.

Revisions

All revision requests *must* be made in writing. Revisions consist of making minor changes to the existing design. Revisions do not include completely changing the original project or adding extra services to the project. Significant changes or additional services added to the scope of the original project brief require a new contract, an updated brief and full payment in order to continue the project. Timelines are automatically extended when additional services are added. Melrose Marketing does not include proofreading, editing or copywriting for designs unless purchased. No refunds or reprints are given after a final approved design has gone to print. If there are mistakes with the design, they will be considered the result of oversight by the Client.

Additional Revisions

After completion of a project, additional revision work is billed at an additional fee of \$199 or more per revision round (depending on the request), and must be paid in full prior to any revision work commencing.

Approval of Final Files

The Client shall proofread and approve all final files before the printing or publications of files. The email verification of the Client shall be clear as to the approval of all marketing and design work and any other items, prior to their release for printing, installation or publication.

Project Timelines

Any indication given by Melrose Marketing of a project's timeline is to be considered by the Client to be an estimation. Melrose Marketing cannot be held responsible for any project over-runs, despite the cause. Estimated project timeline should be deemed to be from the date the deposit and creative brief are received by Melrose Marketing.

Project Completion

Melrose Marketing considers the project complete upon receipt of the client's written approval and final payment. Any other services such as printing, maintenance etc contracted on the Clients behalf, will be treated as a separate charge.

Search Engines

Melrose Marketing will not be responsible for search engine submission, search engine optimization or website marketing or any kind, unless otherwise clearly stated in the scope of the project.

Liability of Designer

Melrose Marketing shall take reasonable precautions to safeguard original or other materials provided by the Client. Melrose Marketing shall, however, not be liable for any damage to, or loss of any material provided by the Client, including text, artwork, photographs, manuscripts or others. Although Melrose Marketing may recommend the services of various vendors, Melrose Marketing shall have no liability for payment to these vendors, nor shall Melrose Marketing have liability as a result of any services or products by these vendors. If there are mistakes with the design, they will be considered the result of omission by the Client.

Termination

Either party may terminate this agreement upon giving written notice to the other as specified below. Upon termination Melrose Marketing may retain any initial payment and the Client shall pay Melrose Marketing for all hours expended on the Project, up to the date of termination, at Melrose Marketing's standard rates together with all other amounts due.

Refunds

The initial 50% deposit is non-refundable. If any work has begun on your project, the deposit is not refunded. Once a project has been completed in full and according to the agreed upon project, no refunds are given after the final design has been approved. Once a design has been sent to print, there can be no additional changes. If you require a change after printing, you must pay the full price for the first printing, as well as the price for the reprinting of the design if the error is on the part of the Client. If an error is made on our part, your order will be reprinted for you at no cost. Proof of error on the part of Melrose Marketing must be firmly established and proven with evidence, prior to any refund or reprint is given. Refunds for shipping and printing are not given.

Length of Storage

Melrose Marketing may store final electronic files created for Client for a maximum of 180 days as a courtesy, but is not obligated to do so. After this, files may be deleted. Clients are responsible for saving all files in a secure location.

Retrieval Fee

Melrose Marketing will charge \$150 per file to retrieve and transfer any client electronic files from archives that are 180 days or older, at the request of Client, providing related usage rights have been negotiated and the file is still contained in storage.

Notes:

- Marketing/Design work does not include printing costs or shipping, unless agreed upon in the scope of the project, outlined in the quote. This is a separate fee.
- Marketing/Design work does not include marketing, public relations, copywriting, animation, or photography, or any other marketing service unless agreed upon in the scope of the project, outlined in the quote. This is a separate fee.
- Website Design work does not include domain name registration, website hosting, copywriting, website maintenance, search engine optimization, search engine marketing, unless agreed upon in the scope of the project, outlined in the quote. This is a separate fee.

Rights of Refusal

Melrose Marketing has the right to refuse any project that contains any text, images or other data which it deems to be immoral, offensive, obscene, illegal or in violation of the personal and professional standards or beliefs of its owners and employees. All marketing material must conform to all standards laid down by all relevant advertising standards authorities.

Melrose Marketing also reserves the right to refuse to include submitted material without giving reason. Any images and/or data from the Client that Melrose Marketing utilizes in all good faith, and subsequently discovers that it violates these Terms and Conditions, the customer is obliged to allow Melrose Marketing to remove the violation without hindrance, or penalty. Melrose Marketing is to be held in no way responsible for any such data being included.

Indemnity

The Client agrees to indemnify and hold harmless Melrose Marketing from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, but only to the extent caused by, arising out of, the work supplied by Melrose Marketing.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Melrose Marketing reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.