



Terms & Conditions

Elle Marketing (Elle) is pleased to set out their Terms and Conditions, which will apply to the work we do for you. These Terms and Conditions and the Quote/Production Estimate supplied to you form the contract between us for the provision of Elle Marketing's services. Thank you in advance for your partnership.

1.Elle's Role:

1.1. The Services: Elle Marketing will provide the services described in the Quote/Production Estimate as presented. As an assignment develops, it may be that the scope of the required work changes. Where this is the case, Elle will seek to discuss it with you at the earliest opportunity in order to agree upon any variations to the scope of the Services and the Quote/Production Estimate, which may be necessary.

1.2 Author's Corrections: Unless specified in the Quote/Proposal, we include *3 rounds of revisions* on all items following the presentation of an initial concept. Revisions briefed thereafter will be charged according to Elle's standard hourly rate card.

1.3. Information: To maximize Elle Marketing's effectiveness we must work with you as a team. Often Elle Marketing's work will be dependent on you (or your other advisers) providing information promptly. To avoid unnecessary verification, Elle Marketing will assume all information you provide is complete and accurate unless you tell us otherwise.

1.4. Termination: Should you wish to terminate the contract after the commencement of work, you will be invoiced for work already completed. Retainer clients are bound to a *3 month commitment* before termination.

1.5. Force Majeure: Elle Marketing shall not be liable for any delay or failure to perform their obligations where such delay or failure to perform arises from circumstances outside Elle Marketing's reasonable control.



2.Payment Terms:

2.1 Payment due: Invoices shall be settled by bank transfer or credit card into Elle Marketing's nominated bank account by the required due date on the invoice unless agreed otherwise. Elle retains ownership of all work until full payment has been made.

2.2 Retainer Services: Retainer fees are paid at the beginning of each month and cover work completed within one month.

2.3 One-time projects: The client will be billed for ½ payment upfront if the project exceeds \$1,000.

2.4 Late fees: Payments are due on the 1st of each month. A 10% compounding late fee will be applied for every 7 days the payment is overdue. Should litigation be required to secure payment, the client will be responsible for all legal fees. Returned checks will incur a standard fee. All orders will be placed only after payment has been both received and cleared.

3.Scoping/Estimating:

3.1. Scoping/Estimating: In most cases, Elle Marketing will provide a scoping/estimating document which details the functionality in the work we do for our clients, this includes but is not limited to a website, graphic design, social media management, copywriting, and various marketing campaigns. Where the client signs and approves this scoping document, any changes beyond the scope will be handled as a new update and priced accordingly.

4.Content:

4.1. Content and Images: It is your responsibility to provide us with the required information about your business and marketing objectives. Elle Marketing takes no responsibility for errors in content supplied by you. Any changes thus incurred may be chargeable at standard rates. Unless specified otherwise, it is your responsibility to provide all necessary text and graphic materials that make up the content of the work. All content must be supplied in a suitable digital format unless agreed otherwise beforehand. Images should be supplied as jpeg, gif, tif, png or psd format. Text should be supplied as a Google document. Failure to supply material in an easily



accessible format may result in additional cost being incurred for retyping text. Where the content which is provided is in a form where a significant amount of copy writing is required, a further charge may be made.

4.2. Information for charts, graphs, and infographics to be supplied in Google Sheets. If we are required to retype large amounts of content, then additional costs may be incurred.

4.3. Client supplied images should always be high-res images at 300DPI for print purposes. If they are solely for use on the web, then lower resolution images are acceptable. Elle Marketing will assume that all images supplied to us are owned by the Client or have been purchased from stock libraries and are licensed to the client for use. We cannot use images taken from Google.

4.4. If you are using images of children that you have taken, then we will assume that you have been given the permission to use these images.

4.5. You grant Elle permission to utilize logos and any other company identity for the purposes of creating the project. You agree to indemnify Elle Marketing from any and all claims arising from your negligence or inability to obtain proper copyright permissions for all content supplied.

5. Confidentiality:

5.1. Confidentiality: Save as required by law, Elle Marketing will keep your documents and affairs confidential at all times, unless you permit disclosure or the relevant circumstances are already in the public domain. Elle may, however, disclose your documents and affairs to:

- (i) such of your other service providers as you inform Elle Marketing are involved in any assignment on which Elle Marketing is instructed;
- (ii) Elle Marketing's affiliates or related parties; and
- (iii) any other service provider to whom Elle Marketing may properly delegate aspects of any assignment in order to provide a full range of services to you.



6. Intellectual Property:

6.1. Ownership of Materials and Intellectual Property: All products, creative works, plans for designs, unique campaign ideas, slogans, copy themes, preliminary sketches, layouts, copy, artwork, production services, public and other marketing material (whether on paper, computer disk, by email or in some other digital format) accepted by Elle, shall, upon you paying Elle Marketing in full for the relevant materials, be your property, except to the extent that any intellectual property rights therein have been reserved by Elle Marketing or third parties engaged or employed by Elle Marketing.

6.3. Portfolio Rights: Elle Marketing retains the right to showcase your project on their website and design portfolio for the sole purpose of promoting our work.

6.4. Working Files and Copyright: Elle Marketing owns the legal copyright of our working files. Working files are our intellectual property and this can be and not limited to design concepts, design elements, infographics, fonts and imagery. Working files are not released as part of our projects. If you wish to be supplied working files, then this needs to be requested and we will supply a quote for this release.

7.0. Indemnity:

7.1. All services may be used for lawful purposes only. You agree to indemnify and hold Elle Marketing harmless from any claims resulting from your use of our service that damages you or any other party.

8.0. Liability:

8.1. Our total liability to you in contract or in tort arising in connection with this contract shall not exceed the total price paid by you. We shall have no liability for loss of profits, business, revenue, goodwill or anticipated savings or for any other indirect or consequential loss.



9.Variation:

9.1. These Terms and Conditions (and/or the contents of any agreement to which they relate) may be varied or superseded at any time by agreement in writing between us. Any such variation shall not affect any rights or obligations of either of us that may already have accrued, unless otherwise specifically agreed.