



# Umbrella Marketing Agency

## Terms & Conditions

### 1. Agency's Role:

**1.1. The Services:** Umbrella Marketing Agency will provide the services described in the Quote/Proposal as presented. As an assignment develops, it may be that the scope of the required work changes. Where this is the case, Umbrella 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/Proposal, which may be necessary.

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

**1.3. Incidentals:** Couriers or printed proofs from external printers if required, to be charged to the client.

**1.4. Termination:** Should you wish to terminate the contract after the commencement of work, you will be invoiced for work already completed.

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

### 2. Payment Terms:

**2.1. Payment Terms:** Invoices shall be settled by bank transfer into Umbrella Marketing Agency's nominated bank account within 30 days of the date on the invoice unless agreed otherwise. Umbrella retains ownership of all work until full payment has been made.



**2.2. Other Specialist Services:** Umbrella Marketing Agency's estimate is exclusive of third-party costs such as photography, illustration, video production, sound recording etc. unless otherwise included in the estimate. Umbrella Marketing Agency may, unless you instruct us otherwise, seek such specialist services on areas outside our expertise. The costs of such services will be passed on to and will be quoted according.

**2.3. Return and Cancellation:** In the event of a project terminated on a mutual basis, the client has control of all completed work and any payment for further development will become void. No previous payment or deposit would be refunded.

No payment will be refunded once the client approves mock-up designs and we move into the development phase of the project.

### **3. Scoping:**

**3.1.** In most cases, Umbrella Marketing Agency will provide a scoping document that details the functionality in the work we do for our clients, this includes but is not limited to a website, application or marketing campaign. 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. Umbrella Marketing Agency 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 in jpeg, gif, tiff, png or psd format. The text should be supplied as a Microsoft Word document or as a Google Doc. Where the content which is provided is in a form where a significant amount of copywriting is required, a further charge may be made.

**4.2.** Information for charts, graphs, and infographics to be supplied in Excel or Google Spreadsheets.

**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. Umbrella Marketing Agency 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 permission to use these images.

**4.5.** You grant Umbrella permission to utilize logos and any other company identity for the purposes of creating the project. You agree to indemnify Umbrella Marketing Agency 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, Umbrella Marketing Agency will keep your documents and affairs confidential at all times, unless you permit disclosure or the relevant circumstances are already in the public domain. Think may, however, disclose your documents and affairs to:

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

## **6. Intellectual Property:**

**6.1. Freedom to use Ideas and IP:** Umbrella Marketing Agency may develop or use for other clients any ideas, concepts, source code, information or know-how reflected in any of the materials provided to you (in whatever form) or otherwise developed during the course of providing services to you.

**6.2. 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 Umbrella, shall, upon you paying Umbrella Marketing Agency in full for the relevant materials, be your property, except to the extent that any intellectual property rights therein have been reserved by Umbrella Marketing Agency or third parties engaged or employed by Umbrella Marketing Agency.

**6.3. Portfolio Rights.** Umbrella Marketing Agency retains the right to showcase your project on its website and design portfolio for the sole purpose of promoting our work.



**6.4. Working Files and Copyright.** Umbrella Marketing Agency owns the legal copyright of our working files. Working files are our intellectual property and this can be and is 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 with 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 Umbrella Marketing Agency 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.** Variation: 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.

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### **Contact**

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### **Digital Marketing Services We Offer**

1. Research & Strategy

*Market and audience research, building unique value proposition and messaging*



2. Digital Asset Setup

*Creating visual digital identity, social media and website setup*

3. Content Development & SEO

*Keyword research, content plan creation (with blog posts, landing pages)*

4. Campaign Design & Management

*Creating and executing paid campaigns on various platforms*

5. Analytics & Reporting

*Monthly reports with defined KPIs and final measure of success*

6. Tailored Digital Marketing Services

*Creating and executing custom-tailored digital marketing strategies*

