



Koala Marketing

Terms and Conditions

The following Terms and Conditions of Service apply to all products and services provided by Koala Marketing Limited. (henceforth referred to as Koala Marketing).

GENERAL

All work is carried out by Koala Marketing on the understanding that the client has agreed to Koala Marketing's terms and conditions.

Copyright is retained by Koala Marketing on all creative design work including campaign advertising slogans, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by Koala Marketing as fulfilling the contract. All other designs remain the property of Koala Marketing unless agreed in writing that this arrangement has been changed.

Project Acceptance

At the time of proposal, Koala Marketing will provide the client with a written estimate or ("quotation"). A copy of the terms and conditions can be provided to the client upon request.

The client may send an official order in reply to a proposal of works or an email acknowledging acceptance of the quotation, which binds the client to accept Koala Marketing's terms and conditions.

No work on a project will commence until acceptance of the quotation has been received by Koala Marketing.

Payment

Clients will be invoiced monthly for ongoing work under a retainer. For project work, we will require the payment in two stages, 50% prior to start and 50% on completion. For larger cost projects, such as website development, the payment terms may be adjusted to a four-staged payment; Planning, Design, Development and Completion, each at 25% of the total project value, however, this will be at

the discretion of Koala Marketing and agreed by both parties.

Payments are to be made by bank transfer only, we do not accept cash or cheque. Payments are due on the last working day of the month, within the same month of which the invoice is dated.

Publication and/or release of work undertaken by Koala Marketing on behalf of the client may not take place before cleared funds have been received.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice.

Koala Marketing shall be considered entitled to remove Koala Marketing and/or the client's material from any and all computer systems until the amount due has been fully paid.

This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, subcontractors, printers, photographers and libraries.

We also reserve the right to hold back or freeze services not related to a currently disputed or unpaid invoice, this will include any ongoing services such as hosting, social media management and email services.

Removal of such materials does not relieve the client of its obligation to pay the due amount. Clients whose accounts become default agree to pay Koala Marketing reasonable legal expenses and third party collection agency fees in the enforcement of these terms and conditions.

Late Payment Charges

As a small business, we require your payment on time to ensure we can continue to deliver our high standard of work. For that reason, we are obliged to charge interest on overdue invoices. These charges comply with Government standards at 8% plus the



Bank of England's interest rate. This will be charged as a per day cost for each day the invoice is overdue

Copyrights and Trademarks

By supplying text, images and other data to Koala Marketing for inclusion in the client's website or another medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Koala Marketing on behalf of the client, will remain the property of Koala Marketing and/or its suppliers in accordance with the Copyright, Designs and Patents Act 1988.

The client may request in writing from Koala Marketing the necessary permission to use materials (for which Koala Marketing holds the copyright) in forms other than for which it was originally supplied, and Koala Marketing may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforementioned artwork, images, text, or other data to be used.

By supplying images, text, or any other data to Koala Marketing, the client grants Koala Marketing permission to use this material freely in the pursuit of the design.

Should Koala Marketing or the client supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the client will agree to allow Koala Marketing to remove and/or replace the file on the site.

The client agrees to fully indemnify and hold Koala Marketing free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

Alterations

The client agrees that charges required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. The client also agrees

that Koala Marketing holds no responsibility for any amendments made by any third party before or after a design is published.

Licensing

Any design, copywriting, drawing, idea or code created for the client by Koala Marketing, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Koala Marketing and any of its relevant subcontractors.

All design work - where there is a risk that another party make a claim - should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use.

Koala Marketing will not be held responsible for any and all damages resulting from such claims. Koala Marketing is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold Koala Marketing responsible for any such loss or damage. Any claim against Koala Marketing shall be limited to the relevant fee(s) paid by the client.

Rights of Refusal

Koala Marketing will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities.

Koala Marketing also reserves the right to refuse to include submitted material without giving reason.

In the situation where any images and/or data that Koala Marketing does include in all good faith, and subsequently discovers is in contravention to such terms and conditions, the client is obliged to allow Koala Marketing to remove the contravention without hindrance, or penalty. Koala Marketing is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made initially by telephone contact or e-mail, however, following this, Koala Marketing will need formal notification in writing to the company's postal address.

The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within the same month to which the invoice is dated. Please note: any cancellation which is not formally confirmed in writing and received by Koala Marketing within 14 days of such instruction being issued, could be liable for the full quoted cost of the project.

Project Duration

Any indication given by Koala Marketing of a project's duration is to be considered by the client to be an estimate. Koala Marketing cannot be held responsible for any project overruns, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Koala Marketing for the initial payment or by date confirmed in writing by Koala Marketing.

Disclaimer

Koala Marketing makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Koala Marketing will not be held responsible for any and all damages resulting from products and/or services it supplies.

Koala Marketing is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure.

The client agrees not to hold Koala Marketing responsible for any such loss or damage. Any claim against Koala Marketing shall be limited to the relevant fee(s) paid by the client.

Koala Marketing reserves the right to use the services of subcontractors, agents and suppliers and any work, content, services and usage is bound by their terms and conditions. Koala Marketing will

not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Koala Marketing and its clients agree to comply with printers' terms and conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Koala Marketing recommends that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

Acceptance of Terms and Conditions and Quotation

The placement of an order for design and/or any other services offered by Koala Marketing, by email, verbally or in writing, is deemed to be an acceptance of these terms and conditions, which are freely available on request.

An estimate validated by confirmation of approval to proceed with the project by the client by email or in writing constitutes acceptance of the estimate or quotation and agreement to comply fully with all the terms and conditions and forms a Contract for Business between the signatory and Koala Marketing.

General

Koala Marketing reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

CREATIVE DESIGN SERVICES

Charges for creative design services to be provided by Koala Marketing will be set out in the written estimate or quotation that is provided to the client.

Charges for creative design work do not cover the release of copyright design files including indd, psd, png, eps, jpg or any other source files; if the client requires these files they may be subject to a separate quotation or a 'buy-out' charge.

Publication and/or release of work done by Koala Marketing on behalf of the client may not take place before cleared funds have been received.

All design work will be proofed by the client and written approval ("Sign Off") given before Koala Marketing will release it for publication or print. Whilst all efforts will be made by Koala Marketing to ensure the accuracy of work, no liability can be accepted by Koala Marketing for errors not

highlighted by the client prior to written approval for publication or print.

Data Formats

The client agrees to Koala Marketing's definition of acceptable means of supplying data to the company.

Text is to be supplied to Koala Marketing in electronic format as standard text (.txt), MS Word (.doc) via e-mail/FTP or Google Docs.

Images which are supplied in an electronic format are to be provided in a format as prescribed by Koala Marketing via CD-ROM, or e-mail FTP. Images must be of a quality suitable for use without any subsequent image processing, and Koala Marketing will not be held responsible for any image quality which the client later deems to be unacceptable.

Koala Marketing cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials. Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services, colour correction and alteration of images.

WEBSITE DESIGN AND DEVELOPMENT

Design

Design will begin with the agreement on a sitemap (page name titles), specification and functionality sign-off.

Koala Marketing will then proceed to create designs that will represent the full extent of page layouts required, this may not include the need to visual every page of the website.

Koala Marketing will also create device visuals that approximate how the site will look on various breakpoints across devices such as smartphone, tablet and desktop.

Development

Once the web design is complete, Koala Marketing will provide the client with the opportunity to review the resulting work. Koala Marketing will make one set of minor changes at no extra cost within 14 days of the start of the review period.

Koala Marketing will consider that the client has accepted the original draft, if no notification of changes is received in writing from the client, within 14 days of the start of the review period.

Minor changes include small textual changes and small adjustments to the placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Koala Marketing by e-mail.

Koala Marketing will test the site using a simulation software which covers all popular browsers and devices.

Koala Marketing does not accept responsibility to changes to device technology and operating system updates and upgrades, that in future may affect the functionality or visual elements of the website. Fixes to the website as a result of the aforementioned factor(s) will be chargeable at our standard rate(s) unless covered by a maintenance contract taken out by the client with Koala Marketing.

Final payment on the balance of works for the website will be required before going live.

Once the website has gone live, all future changes and functionality additions requested will be considered additional work and be subject to our standard rate(s).

Rights of Access for Website Construction

The client agrees to allow Koala Marketing all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords.

The client also agrees to allow Koala Marketing access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The client agrees to supply Koala Marketing with all necessary materials, electronic, or otherwise, required to create and complete the project and to supply them in a timely manner.



Hosting Websites

Koala Marketing offers hosting services through a partner company. Koala Marketing does not guarantee continuous service and will accept no liability for loss of service, whatever the cause.

Koala Marketing may request that clients change the type of hosting account used if that account is deemed by Koala Marketing to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website.

Fees for hosting are due at the commencement of any period of service and are non-refundable. Fees due to third party hosting organisations are the responsibility of the client and Koala Marketing is not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the client/domain owner.

If hosting invoices go into default and are late and unpaid, then Koala Marketing reserves the right to freeze any hosting services with the client. This may result in the loss of business for the client to which Koala Marketing is absolved of any responsibility or liability.

Removal of hosting services does not relieve the client of its obligation to pay the due amount.