

# Creative Media Impact Terms and Conditions of Supply—Digital Marketing Service, Web Design, Graphic Design and Monthly Payments.

## Definitions

- "Agreement" means the contract you have entered into by purchasing the services, to which these terms and conditions apply.
- "Creative Media" refers to Creative Media Impact.
- "You"/"Yourself/The Client" means the person/company who has agreed to purchase the services.

#### **Terms of business**

- You accept that by paying any of Creative Media's invoice, you consent to being bound by these terms and conditions.
- You are advised to read these terms and conditions and if you have any queries, you must raise them before the work with Creative Media starts.
- Creative Media Impact is the trade name for Josh Elvin.

## Social Media Management (LinkedIn, Facebook, Instagram)

- Creative Media will generate an invoice after the proposal and monthly administration charge have been agreed upon.
- The work will begin as soon as the invoice is paid, therefore no content production or advertising will occur until payment is received.
- We commit to adhere to the agreed-upon timeline. The content schedule is subject to change at the discretion of either party.
- Payment for monthly management fees will be invoiced before the 1st of each month, payment for the services is due on the 1st of each month. This will cover the following month's work.

- Failure to pay within the agreed-upon deadline will result in the marketing being suspended. Creative Media retains the right to suspend a Marketing campaign if payments are not received.
- This is a monthly billing account. If you decide to end the campaign at any point throughout the month (for example, because you have too much work or are too busy), you will not be able to carry a 'credit' forward to the next month.
- Creative Media will send content to the client with a 5-day approval period. The client can then ask for any adjustments they feel are necessary to be made to the content. If, for what ever reason, the client does not approve within the 5 days, Creative Media will begin to post the content without approval. Creative Media is not held accountable for any errors found without approval.

## Cancellation

- Following receipt of 30 days written notice, any party may suspend or terminate this agreement.
- If overpayments are made (for whatever reason) Creative Media will only refund up to one payment.

# Graphic Design Work & Website Design Work

- You and Creative Media will agree upon a set hourly rate before any work will be carried out.
- Work is defined as hours spent on the main project, any and all changes suggested by you.
- Creative Media will record all hours worked on your project. Upon request, Creative Media will send a total of hours spent and total costs.
- After all changes are made, Creative Media requires your approval in writing (either email or text). Once approval is given, Creative Media will then produce an invoice with total hours spent and cost to client.
- Payment of the invoice is required before any finished work is handed from Creative Media to the Client.

## Cancellation

- Notice can be given (for whatever reason) by either party in writing at any point.
- Creative Media will then invoice for all work done up to the point of cancellation.

# SEO Work

- You and Creative Media will agree upon a set hourly rate before any work will be carried out.
- You and Creative Media will agree a minimum number of hours per month for SEO work. The number of hours can be increased or decreased with 5 days of notice.
- Creative Media will record all hours worked on SEO. Upon request, Creative Media will send a total of hours spent and total costs.
- An invoice will be sent to you at the end of the month with a report of total time spent, total cost and, change in SEO ranking.
- Failure of invoice payment will result in the cancellation of any further SEO work.

#### Cancellation

- Notice can be given (for whatever reason) by either party in writing at any point.
- Creative Media will then invoice for all work done up to the point of cancellation.

#### Responsibilities

Creative Media will not be liable for the following sorts of losses (whether direct, indirect, or consequential) regardless of whether they are the result of our negligence or otherwise:

- Loss of income or revenue
- Loss of business
- Loss of profits or contracts
- Loss of anticipated savings
- Loss of goodwill
- Loss of software or data
- Wasted expenditure (such as pay per click advertising costs)
- Wasted management or office time

#### Changes to these terms and conditions

- Creative Media may, in its discretion, change these terms of use without notification, by posting new Terms and Conditions on this website.
- Payment of Creative Media invoices at any time constitutes an acceptance of Creative Media Terms and Conditions.