



## Rivendale Marketing Ltd

### Terms & Conditions

Rivendale Marketing Ltd, registered company number: 3021828

"The Client" being the end user who has a contract for works with Rivendale Marketing Ltd and is the entity to which Rivendale Marketing Ltd contracts to deliver services and goods as detailed below the contract is defined as a formal written document or correspondence through email to which is sent through to the client:

#### 1. General Terms

1.1. Online / Offline Design / Production / Development and Consultancy – Will be negotiated to an agreed fee and any variation of the original brief or proposed project / production / development which may cause additional time / resource or expense will incur additional costs from that to which was originally proposed to the client.

1.2. Online marketing / SEO / Website Maintenance - this includes a pre-agreed amount of work in relation to time spent between the client and Rivendale Marketing Ltd for prioritized tasks for increasing web traffic and conversions and is completed at an hourly rate of £90 per hour.

1.3. Rivendale Marketing Ltd offer Pay Per Click (PPC) Marketing services with the following PPC suppliers: Google AdWords Yahoo Search Marketing (YSM) MSN Adcentre / Live

1.3.1 PPC Performance Management includes the adjustment and refinement of existing campaigns and Adgroups.

1.3.2 New campaigns / Adgroups can be created to achieve new marketing objectives and the time allocation will be pre-agreed and charged as extra at the hourly rate of £90.00 per hr if this exceeds the available and agreed monthly PPC Performance Management budget.

1.4. Rapid Turnaround and Special Reports - from time to time clients require work to be done immediately. Rivendale Marketing Ltd reserves the right to charge double the normal hourly charge of £90.00 to prioritize such projects ahead of pre-existing planned work. This will be confirmed in writing via letter or email with The Client at the time of request.

1.5 All completed work in regard to the final project will become the sole property of the client upon final payment of the invoice for completion of the project as set out initially.

1.6 All origination of the project / development / production or otherwise will be retained by Rivendale Marketing Ltd and be the rightful property thereof. Any replication duplication or copying of the supplied project / development / production or otherwise will be deemed as a breach of copyright and Rivendale Marketing Ltd reserve the rights to charge in full or commissions thereof for the initial amount of what the project / development / production or otherwise cost.

#### 2. Client Requirements Briefing

The Client shall provide Rivendale Marketing Ltd, upon request, with adequate information of The Client's business, products and / or services to enable any consultancy / development / production to proceed. Failure to comply, which leads Rivendale Marketing Ltd to undertake its own research for the project requested will be charged out at £50.00 per hour.

#### 3. The Client's Approval

Where a marketing service / production / development is provided, all materials for publication or otherwise shall be submitted by Rivendale Marketing Ltd to The Client for approval, prior to publication / distribution or otherwise. Following such approval, Rivendale Marketing Ltd shall not be liable to any person or entity for any loss or damage suffered by any party resulting directly or indirectly from such publication / development / production. The Client further agrees to indemnify Rivendale Marketing Ltd from any claim by any party in this regard.

#### 4. Client Availability

The Client shall make its personnel available to Rivendale Marketing Ltd for discussion, on the Client's premises (or elsewhere, subject to Rivendale Marketing Ltd agreement), according to a schedule to be agreed on new and continued projects.

#### 5. Project Management

The Client will be allocated a dedicated project coordinator who can be contacted in working hours by email or phone. We will also have a second person in reserve that is aware of The Client's campaigns and requirements.

#### 6. Timescales

Rivendale Marketing Ltd expects to complete the service within the timescale agreed at the onset of any production / development. Any deviation in regard to timescales shall be communicated between Rivendale Marketing Ltd and the client in regard to increased time allocation and costs incurred due to changes from the original and agreed project to be developed / produced.

#### 7. Limitations of Liabilities for Online and Offline Marketing services.

Rivendale Marketing Ltd is committed to excellent service and continuous performance improvement. We believe that it is in our own interest to meet or exceed customer expectations. However we have to be clear about the limit of our liabilities in providing Online and Offline Marketing services.

7.1. Limitation of liability and warranty disclaimer Rivendale Marketing Ltd makes no representations, warranties or guarantees of any kind, either express or implied with respect to the online or offline marketing programs in regard to consultancy / development / production or otherwise, or the functionality, performance or results of use thereof, including, without limitation, any warranties of merchantability, fitness for a particular purpose, non-infringement, or other warranties arising by usage of trade, course of dealing or course of performance.

7.2. Without limiting the generality of the foregoing, Rivendale Marketing Ltd does not warrant or guarantee that any offline and online marketing programs / production / development or otherwise operation thereof will be uninterrupted, error-free or will meet The Client's requirements.

7.3. Rivendale Marketing Ltd will not be liable for, or considered to be in breach of or in default, on account of any delay or failure to perform as anticipated by the parties, including, without limitation, if Rivendale Marketing Ltd online or offline marketing programs / production / development or otherwise become inoperable or incapable of performing as intended.

7.4. Rivendale Marketing Ltd will not have any liability or responsibility for any special, indirect, incidental, consequential or exemplary damages in connection with this agreement, including, without limitation, damages relating to the loss of profits, income or goodwill, even if aware of the possibility of such damages.

7.5. In no event will Rivendale Marketing Ltd be liable for monetary damages under this agreement exceed the amount paid by The Client to Rivendale Marketing Ltd for the online or offline marketing programs / production / development or otherwise.

7.6 Rivendale Marketing Ltd reserve the right to charge for meeting and reporting for the client which falls outside the terms of any contract

#### 8. Confidentiality:

Rivendale Marketing Ltd expects that all information provided to it shall be confidential.

#### 9. Payments and Invoicing:

9.1. The Client agrees to pay Rivendale Marketing Ltd the agreed fees as detailed in the estimate / quotation / correspondence. This agreement will become binding on the provision of a purchase order or confirmation of an email from the client in consideration of the services which have been detailed in this quotation / estimate.

9.2. Invoice payment terms, all invoices are to be paid immediately upon receipt of invoice, unless agreed otherwise in writing by Rivendale Marketing Ltd.

9.3. In the event that payment is not received within the agreed payment terms of any quotation / estimate or correspondence Rivendale Marketing Ltd shall be entitled to issue further invoices for late payment charges at a rate of 8% of the outstanding amount per calendar month or part thereof.

9.4. Contracts are for a minimum period of 6 months.

9.5. Contracts are accepted on a "Rolling basis" - i.e. Rivendale Marketing Ltd will continue to work on the recommended work schedule within the total time specified in the contract unless given one months notice of termination.

9.6. Any payments to third parties such as external suppliers, will be paid on a pro forma basis. Where Rivendale Marketing Ltd agrees to pay third party fees on behalf of a Client, a handling charge of 15% of the amount will be charged by Rivendale Marketing Ltd to the Client.

9.7. Rivendale Marketing Ltd reserves the right to change pricing at its discretion but will always provide customers with one month's notice of any changes.

#### 10. Reporting and Continuing Work

Once contracted, Rivendale Marketing Ltd will report monthly on work completed in the last month, results achieved against objectives and suggested work planned for the next month according to The Clients available budget. Unless Rivendale Marketing Ltd is told otherwise in writing (or by email), Rivendale Marketing Ltd will continue with the suggested work, which has been agreed as part of any contract.

#### 11. Termination

The Client may terminate the contract at any point subject to a paid notice period of 30 days during which preparations will be made to hand over all completed work, subject to payment of outstanding invoices and references made to item 9.4.