

Grow Media Terms of business

The word client/client's/CLIENT/CLIENT'S or any other such form of the word Client in the proceeding document means the individual/company/organisation that has contracted Grow Media to produce any form of project or service.

CLIENT: _____

Please sign here*: _____

Date: _____

*SIGNATURE OF AUTHORISED REPRESENTATIVE OF CLIENT

GENERAL WORKING AGREEMENT – This document defines the terms and conditions of our working relationship. All projects or services that Grow Media may be contracted to produce or provide for CLIENT will be subject to the following:

WORKING/BILLING PHASES – Based on our experience with long-term design communications projects, we have found that it is mutually advantageous to handle each project in logical working/billing phases. Concept revisions, extensive alterations, or a switch in marketing objectives sometimes makes it impossible to accurately estimate in advance the total cost of a project. Planning the work, cost estimating, and billing in several phases permits Grow Media or CLIENT to adjust for such revisions/or halt work before completion if a project is postponed or cancelled. Any cancelled project is billed only through phases and/or portions of phases that were actually completed by Grow Media. For each project, CLIENT will receive a proposal/estimate outlining the project specifications and our proposed scope of services and working/billing phases. Each proposal estimate will contain a project budget, which includes estimated fees for professional services and separate itemized costs for anticipated out-of-pocket expenses. We will begin work upon CLIENT approval of the written estimate. Your approval (written or oral) will constitute an agreement between us.

PAYMENT/ESTIMATES – CLIENT agrees to pay Grow Media in accordance with the terms specified in each proposal/estimate. Grow Media will provide the work as described in the quotations received. All quotations are valid for 30 days, unless otherwise stated or 3rd party services, of which we have no control, are altered. If CLIENT requests changes, they will be billed additionally. CLIENT will be notified of any price changes. Grow Media will normally require a 50% (non refundable) deposit to be paid prior to commencement of work on account of fees likely to be incurred unless agreed otherwise by Grow Media in writing. An invoice for the remaining 50% of the fees or full outstanding balance where a deposit has been waived, will become payable by the CLIENT when the CLIENT website/domain goes live or on the completion of the services provided and will be due for payment strictly within 14 days of submission. Any additional features to websites, including extra database services, specific hosting requirements, animations that are not included in the quotation are subject to surcharge. In the event a feature is required which has not been included in the quotation Grow Media will give notice prior to implementation and seek

acceptance of the surcharge. The cost will be added to the final invoice unless the amount exceeds £200, in this case an interim 50% invoice shall be issued with payment due before completion, the remaining 50% will be added to the final invoice. In the event that full payment is made later than required or if only partial payment is made, Grow Media may at its discretion charge for administration costs and interest on any monies owed at the rate of 5% interest of the outstanding balance per week, calculated weekly and compounded monthly. Failure to apply such charges does not constitute a waiver of the option to charge. Grow Media reserves the right to withdraw its services at its entire discretion. upon such withdrawal of its services, Grow Media shall be under no liability whatsoever to the CLIENT for any costs, losses and damages, how so ever arising, that the CLIENT may incur or may have incurred. It is hereby agreed between Grow Media and the CLIENT that in the event that any monies are owed and overdue to Grow Media, Grow Media at our discretion may withdraw its services. Grow Media may remove any material stored upon any computer or server and shall retain such material, and shall not be liable for any loss monetary or otherwise and not be under any obligation to return or provide access to, any and all documents, papers, etc. belonging to the CLIENT until payment is made in full. Grow Media may on occasions use third party organisations for web site hosting. This is to ensure that the CLIENT receives the best possible hosting package at a reasonable cost. Bandwidth allowances are included in hosting, any excess charges relating to the amount of traffic generated by CLIENT websites are fully payable by CLIENT. No guarantees of service can be made by Grow Media on behalf of the host. If special requirements / guarantees of service are required then please email rob@Growmedia.ca and we shall do our best to find a company to match the said requirements. Any guarantees of service are made between the hosting company and the CLIENT, Grow Media cannot offer or enforce any such agreement.

OUT-OF-POCKET EXPENSES – Fees for professional services do not include outside purchases such as, but not limited to, printing, photography, colour printouts, laminating, illustrations, separations, shipping and handling or courier service. Expenses are itemised on each invoice. If consultant or supervisory services are required in out-of-town locations, we will bill lodgings, meals, and transportation at cost. Reimbursement for mileage is calculated at current allowable rates.

REVISIONS AND ALTERATIONS – New work requested by CLIENT and performed by Grow Media after a proposal/estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a proposal revision memo to you, and a revised additional fee must be agreed to by both parties before further work proceeds. Author's alterations and other copy changes requested after layouts or mechanicals are completed are billed at standard hourly rates.

NATURE OF COPY – CLIENT agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. You are responsible for all trademark, service-mark, copyright and patent infringement clearances. You are also responsible for arranging, prior to publication, any necessary legal clearance of materials we prepare.

ERRORS AND OMISSIONS – It is CLIENT responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. Grow Media is not liable for errors or omissions. Your signature or that of your authorised representative is required on all mechanicals or artwork prior to release for printing or other implementation.

WORK CARRIED OUT BY A THIRD PARTY – Grow Media will not be held responsible for the failure in any of the services provided by a third party to Grow Media for the CLIENT, this may include but is not restricted to web site hosting, internet promotions, third party multimedia provisions, printing, photography, colour printouts, laminating, illustrations, separations, shipping and handling or courier service.

RIGHTS OF OWNERSHIP – Once a project has been delivered by us and is fully paid for by CLIENT, Grow Media will assign the reproduction rights of the design for the use(s) described in the proposal.

According to the Copy right Law of 1976, the rights to all design and art work, including but not limited to photography and or illustration created by independent photographers or illustrators retained by Grow Media, or purchased from a stock agency on your behalf, remain with the individual designer, artist, photographer or illustrator. Unless a purchase of “All Rights” (A Buyout) is negotiated with Grow Media and/or his/her authorized representative, you may not use or reproduce the design or the images therein for a purpose other than the one(s) originally stipulated. If you wish to use the design we have created and/or the images within it for another purpose or project, including a reprint or exhibition, you must contact us to arrange the transfer of rights and any additional fees before proceeding. If printing or other implementation is done through your vendors, you agree to return to us all our original mechanicals and artwork (slides, prints, drawings, separations, etc.) within two weeks, and to provide us with printed samples of each project. We reserve the right to photograph and/or distribute or publish for our firms promotional and marketing needs any work we create for you, including mock-ups and comprehensive presentations, as samples for our portfolio, firm news letter, brochures, slide presentations and similar media. We agree to store mechanical boards and computer disks for a period of 6 months beyond the delivery of a job. Thereupon, we reserve the right to discard them.

TERM AND TERMINATION – The term of this agreement will continue for work in progress until terminated by either of us upon thirty (30) days written notice. If you should direct us at any time to cancel, terminate or “put on hold” any previously authorised purchase, we will promptly do so, provided you hold us harmless for any cost incurred as a result. Upon termination of this agreement, Grow Media will transfer to CLIENT all your property and materials in our control and for which you have paid. CLIENT will indemnify and hold Grow Media harmless for any loss or expense (including any legal fees), and agree to defend Grow Media in any actual suit, claim or action arising in any way from our working relationship. This includes, but is not limited to assertions made against CLIENT and any of its products and services arising from the publication of materials that we prepare and you approve before publication. This agreement is our entire understanding and may not be modified in any respect except in an executed agreement. If we must retain attorneys to collect our invoices, we will be entitled to reasonable attorney’s fees, court costs, and interest at the maximum rate permitted by law.

Disclaimer - Grow Media makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Grow Media will not be held responsible for any and all damages resulting from products and/or services it supplies. Grow Media is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. The CLIENT agrees not to hold Grow Media responsible for any such loss or damage. Any claim against Grow Media shall be limited to the relevant fee(s) paid by the customer. Grow Media reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their terms and conditions. Grow Media will not knowingly perform any actions to contravene these and the CLIENT also agrees to be so bound. These terms and conditions do not affect your statutory rights.