

Terms and conditions

MAD Content Ltd

Proposals and scope of works: Mad Content produces price estimates and proposals free of charge, as well as providing consultancy on marketing suggestions, video solutions, content strategy and so on.

Consultancy is provided in good faith based on our knowledge of your needs and the marketing and content solutions within our specific area of expertise. We cannot accept liability of any kind for actions that client businesses take, or refrain from taking, as a result of acting on our advice.

If the project is very large or complex, or work is required in order to clarify its scope and timescale, we may ask that the creation of the proposal be regarded as a chargeable task in itself, to be invoiced separately from the main project if you decide not to proceed.

Extra work: We reserve the right to make additional charges in some situations, for example:

Changes: Reasonable changes (affecting up to 10% of the of the project) are included as part of the project proposal. Typically this represents one round of changes after delivery of a first draft. Changes or additional requests not specifically covered in a proposal or a substantive change to the project scope will be charged extra. We will always notify you and discuss costs in advance of undertaking work if we believe that a request is out of the quoted project scope.

Resubmissions: The charge for revising signed off video or other related content may be re-applied if you require a new version that supersedes a version previously understood to be final.

Unused/deleted material: No cost reduction is applicable in the event that you delete, request that we delete or decide not to use video or other content that we have created as previously agreed.

Dates and timelines: If proposals include information on dates and timing, clients should bear in mind that if particular dates are missed due to circumstances not under Mad Content's control, it may not be possible to meet the time commitments given later on in the timeline.

E.g if we are waiting on feedback or content to be supplied by you and this feedback or content is critical to completing a timeline we may not be able to meet the timeframe agreed.

Also, please note that it may not necessarily be possible that the entire timeline be 'moved back' by a given number of days, as it may depend on the availability or workflow of third

parties. The timings of weekends and holidays can also have an impact, for example if approval is given on a Friday rather than a Thursday. We will provide up-to-date information on timings as projects progress.

Purchase orders/ agreement in writing: Before beginning work on your project we will require a purchase order of some kind from you. This can be a formal document, if your organisation uses them, or simply an acceptance of our quote confirming the scope of the work and fee from our supplied quote.

In the situation where the agreed fee has been 'used up' without the work as detailed in our proposal being completed, we reserve the right to cease work and wait for a further quote from Mad Content to be confirmed before continuing.

Disputes: At any stage of a project that is underway if a dispute or conflict arises we will aim to respond fairly and promptly to address any concerns. We reserve the right to charge for projects that we have undertaken but are halted by the client for whatever reason and will bill for the work to date.

Overdue Payment: Mad Content have the right to charge interest at 2.5% above the current overdraft rate per month on any balance outstanding after the 20th of the month following the invoice due date, at their discretion.

All expenses, including collection costs from obtaining the services of a debt collection company and/or legal fees in relation to any overdue amount will be added to your account and you as the client are liable for its payment.

If you have engaged Mad Content on behalf of a third party, you are liable to meet all costs in the event of the third party defaulting on payment.

Terms of trade for subcontractors: Subcontracted work arranged by Mad Content and provided by a third party.

This third party will contact you directly to arrange their terms of trade. These terms typically include the payment of a 50% deposit on the first assignment they carry out for you. (e.g. photography, copy writing, SEO).

Invoicing: On acceptance of the quote from Mad Content we issue an invoice through Xero for 50% of the total. This (Invoice A) is due within 7 days of the quote being accepted. On completion of the work we will submit an invoice to you for the remaining amount (Invoice B). We will not submit any invoice that differs from our estimate without prior agreement.

On larger projects such as a video series or a campaign that may take a few months to complete and involve multiple subcontractors or workflow management we may request the right to invoice monthly, or at agreed project milestones.

PRIVACY ACT: You, the client, permits Mad Content to collect use and retain information concerning you or your business, for the purpose of assessing your credit worthiness or to enforce any rights under this contract.

You, the client, permits the Mad Content to disclose information obtained to any person for the purposes set out above.

Copyright and imprint: Copyright of all published content (such as video and audio produced on your behalf) will pass to you on payment of your invoice, with the exception of licensed materials such as photography or footage, which remain the property of the licensor and subject to their terms and conditions.

Any and all raw footage from all MAD Content productions remain the property of MAD Content unless a licence fee has been arranged prior to production commencing.

You accept all responsibility for any copyright issues arising from the publication of content produced by us that summarises, rephrases or otherwise refers to third-party sources at your request and as part of the agreed assignment.

Fair dealing: Notwithstanding the above clauses on copyright and imprints, unless explicitly agreed otherwise or explicitly requested by you, by commissioning us you grant us permission to:

- Refer to you on our website as a client
- Describe the work we have done for you on our website
- Quote the text we have written for you on our website
- Include representations of any designs produced as part of the work on our site
- Include an appropriate credit in printed or online publications produced on your behalf.
- Copyright held in your published materials or trademarks will be acknowledged.

Content disclaimer: Although Mad Content will make every effort to avoid errors, omissions, misrepresentations, inaccurate implications and other inaccuracies in the content that we manage, the final responsibility for published material remains with the client.

We cannot accept responsibility or liability of any kind for any loss or damage, whether material, financial, commercial or reputational, that you incur as a result of your choosing to publish materials that we have worked on.

ACCEPTANCE: Any instructions received from the client for the supply of services, shall constitute acceptance of the terms & conditions contained herein.