



Grow Marketing® Terms of Trade

Copyright

In accepting the details of this proposal, you, The Client, are authorising Grow Marketing to undertake marketing services on your behalf, for the fee stated.

You understand that all written copy is work done for hire, which gives you the copyright. You release Grow Marketing from any responsibility for legal or other problems that may arise from the use of any written copy produced on your behalf.

Confidentiality

Due to the nature of the some work conducted, access to the clients' confidential information may be required. All such information and documentation will be treated with utmost security.

Unless specified, Grow Marketing reserves the right to work with other businesses in similar industries. If you'd prefer that Grow Marketing does not work with other companies in the same field as yours please say so. Wherever possible, we will endeavour to meet your wishes.

Guarantees

Grow Marketing endeavours to be as accurate as possible when estimating client success as a result of marketing campaigns and work undertaken. Because of the numerous variables involved in marketing (which are out of Grow Marketing control) Grow Marketing accepts no responsibility for results which differ from those estimated.

Grow Marketing has needed to predict the time required to complete various services - this will vary depending on the job brief. Under these circumstances, Grow Marketing will not alter the contract as agreed to by both parties, by either increasing or decreasing invoicing totals to compensate for a change in completion time.

However, where additional services are required which have not been outlined in the contract – such as manipulation of a supplied database for a mail merge, Grow Marketing reserves the right to invoice for extra time or items.

Grow Marketing's 7-day Money Back Guarantee

We understand the importance of service quality and it is our goal to make sure you are satisfied with your experience with us. If you are not completely satisfied with our services within the first 7 days from your sign-up date/consultation, you will be given a full refund of all monies paid.

Any requests for a refund made after seven days will be considered on a case by case basis. Some registration fees and third party accounts may be excluded from this guarantee.

Failure to comply with any of Grow Marketing's **Terms and conditions** will invalidate this 7 day money back guarantee.

Payment of refunds:

Where applicable refunds will be transferred to your credit card account. Please allow 4-6 weeks for refunds of cheque or money order payments. Additional processing fees may apply for third party refunds where applicable.

Telemarketing & Databases

Grow Marketing reserves the right to use 3rd party telemarketers where necessary. Telemarketers employed by Grow Marketing are fully trained, highly professional and articulate. Further details of these services will be disclosed before telemarketing commences.

Each new prospect will be contacted via phone to establish their interest in the clients' service/product. Should the prospect be unavailable on the two attempts, it then becomes the clients responsibility to continue contact if they choose to. All appointments and details of requests for further information will be forwarded to the client immediately, and where this has occurred, no further contact will be made by Grow Marketing.

Detailed notes of all telemarketing calls will be emailed to the client in an Excel spreadsheet on the completion of the campaign. Receiving this spreadsheet signifies the completion of telemarketing services for that contract.

Databases are created to the clients specifications with data provided from APN InfoMedia. APN InfoMedia guarantees 95% data accuracy. Grow Marketing accepts no responsibility for inaccurate records. Data checking services are available if required.

Payment Terms

Exclusive coaching and one-off consultations carry payment terms of seven days. Contract and project work will be invoiced at the end of the month, with payment due on the 20th of the following.

A purchase order number from the client can be included in this invoice if required, details of which need to be supplied with initial job specifications. Direct debit payments are preferred.

The Client shall pay GST, couriers, phone charges, travel costs, and any other charges in relation to the service provided. These will be added to the invoice and payable by the Client. All travel costs are calculated on a per kilometer rate of .80 cents, beginning on departure from the Grow Marketing offices in Waitakere City, returning to the Grow Marketing offices in Waitakere City on each consultation.

Where Grow Marketing organises services with other businesses on your behalf (i.e. advertising, subscriptions, and online photography purchases), a processing fee of 6% will be added to the quoted price provided by the supplier prior to commencing the work / placing the order.

Clients outside of Auckland may be liable for an \$18 surcharge to cover toll calls during the course of the marketing campaign.

Any change in the contract brief will be billed in addition to the existing quotation.

Minimum charge is a ¼ hour.

The client is liable for all costs incurred on reprinting/redistribution due to copy errors found after final sign off is received. It is the clients responsibility to thoroughly check phone numbers, name spelling, email addresses etc before signing work off for distribution/printing.

Any claim by a Client of dissatisfaction of the services provided must be made within seven (7) days from sign off. Grow Marketing is not required to accept any claim made after this time.

Client Details

The Client shall immediately notify Grow Marketing of any change in the Client's name, address details and any other information provided to Grow Marketing to enable Grow Marketing to register a financing change statement if required.

Discontinuing Service

When discontinuing services from Grow Marketing, Grow Marketing must be informed by the client at least two weeks before the end of the campaign where a Grow Marketing package has been implemented. This is due to future planning requirements and work / invoicing commitments to third parties.

Failure to do so could result in cancellation fees, the amount of which will be dependant on outstanding commitments at the time of cancellation.

For contractual work which is undertaken outside of a campaign agreement, the client will be required to pay for any costs incurred up until the point of cancellation. This could include cancellation fees from third parties.