

Maverick Marketing Terms & Conditions

1. A CI and logos must be provided for commencement of project and a look and feel will be approved prior to commencement of design and development. Unless this is specified in the quote as part of the scope of work.
 2. All additional requests, changes and amendments following completion of stipulated specs will be charged at standard hourly rates, unless a retainer agreement is entered into or a revisions project is agreed to and signed off.
 3. Changes to initial signed of quote will result in a new quote being generated with new specs outlined.
 4. For e-commerce projects, all product descriptions will be submitted in full to commence with site development. Additions or changes to submitted products will be charged at a standard hourly rate. Product descriptions must comply with standard e-commerce template provided.
 5. For e-commerce projects, product descriptions can be generated by Maverick Marketing for an additional fee. Time frame of project to be amended accordingly should such a sub-project be entered into.
 6. Retainer fees are calculated by estimating time worked over a period after establishing scope of work entailed and averaging an hourly fee for estimated hours across the set period of time.
 7. All changes, that do not fall under specifications of quote will automatically be charged at R810 per hour unless specifically negotiated. Overtime will be charged at R1 100 per hour. Overtime includes weekends and public holidays worked only when agreed to.
 8. If any consent, licences or other permissions are required from any third parties it shall be your responsibility to obtain same in advance of the provision of the services (or the relevant part thereof).
 9. It is your responsibility to ensure that you have the right to use any intellectual property rights when you provide any text, image or representation to Maverick Marketing for incorporation into the services and you hereby grant an irrevocable licence to Maverick Marketing to use such materials for the purposes of providing the services for the duration of the agreement.
 10. Maverick Marketing will not at any time or in any manner, either directly or indirectly, use for personal benefit or divulge, disclose or communicate in any manner any information that is proprietary to you. We will act reasonably to protect such information and treat it as strictly confidential.
 11. Maverick Marketing will never knowingly infringe any copyright or trademark and will deliver, to the best of our knowledge, creative solutions that are original and unique. Unless otherwise agreed in writing, it is your responsibility to ensure that no copyright or trademark has been infringed and to make their own application for copyright or trademark with the CIPC if required.
 12. If requested, Maverick Marketing will (at its discretion) provide you with end-artwork in its final form (e.g. print-ready PDF; DVD master; outlined EPS file etc) however Maverick Marketing does not by default (and possibly without further charge) provide clients with original artwork or HTML code (for example an InDesign file, layered Photoshop file or HTML source file) or any working or development files, rejected concepts and designs, images or documents generated throughout the project. Ownership and copyright of all unused or rejected files, documents and designs will reside with Maverick Marketing for non-exclusive future use.
-

13. Full copyright and ownership of all 'commissioned' work will reside with Maverick Marketing until full payment has been received, at which point Maverick Marketing will surrender to you, all claims of ownership and full copyright for final work produced (not including alternative designs, concepts, options, files, images or documents developed throughout the process). This clause is subject to appropriate credit and acknowledgment appearing and Maverick Marketing' right to use the work for self promotion in its portfolio, in presentations, in advertising, in print and online.

14. Maverick Marketing offers a web hosting service to host the websites we have built for our clients. Using our services for web hosting is recommended in order to ensure ongoing quality of service. Although the standards of our hosting packages are high, the agency is unable to guarantee 100% up-time (as no web host would) nor accept any responsibility for any error, omission or misrepresentation in relation to the websites hosted or for any loss, damage, cost or expense (whether direct, indirect, consequential or otherwise) suffered by any user of the websites hosted. Maverick Marketing makes no warranties or representations of any kind that hosting will be uninterrupted, error-free or that the website or the server that hosts the website are free from viruses or other forms of harmful computer code. In no event shall Maverick Marketing, its employees or agents be liable for any direct, indirect or consequential damages resulting from the hosting of websites on our servers. Maverick Marketing reserves the right to suspend its web hosting service to you should you be in default of payment.

15. Maverick Marketing is not responsible for loss or damage to clients data due to hacking of a website or other online system.

16. Maverick Marketing is not responsible for spamming, phishing, pharming or spoofing originating from a clients website or online system.

17. Credit and acknowledgment for work by Maverick Marketing shall be attributed to Maverick Marketing where appropriate (for instance written in small text on the back of a printed item or at the bottom of a website) and may be referenced for Maverick Marketing's promotional purposes unless otherwise agreed to. Maverick Marketing reserves the right to use all creative work or materials for its own portfolio and demonstration purposes.

18. Maverick Marketing shall be entitled to assign or subcontract any of its rights or obligations under the agreement and you acknowledge that certain elements of the services may be provided by third parties.
