

Welcome to MJA Marketing Ltd's Terms and Conditions

The term 'MJA Marketing Ltd' or 'us' or 'we' refers to the owner of the business whose office is Ground Floor, 2 Woodberry Grove, London, N12 0DR.

By choosing to become a client with us you agree to be legally bound by these terms and conditions. MJA Marketing Ltd reserve the right to amend these terms and conditions at any time, it is your responsibility to visit this page regularly to review the Terms and Conditions. If you do not agree with the Terms and Conditions set out by MJA Marketing Ltd then you may not use our services.

This website contains material which is owned by or us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

The contract between MJA Marketing Ltd and the Client will be on these conditions, any variations to these conditions shall have no effect unless agreed in writing.

Eligibility

- 1.** To become a client you must be at least 18 years of age and agree to these terms and conditions.
- 2.** You must ensure that the information you provide during your registration process is accurate and truthful.

Our Services, Refund and Cancellation Policy

- 3.** The works to be carried out by MJA Marketing Ltd shall be as set out in the MJA Marketing Ltd confirmation order email.
- 4.** It is the Client's responsibility to inform us of any change in their contact details so we always have up to date. MJA Marketing Ltd cannot be held liable in any way relating to communication issues if we are not supplied a valid email address, postal address or telephone number.
- 5.** MJA Marketing Ltd will acknowledge all emails within 1 working day during weekdays and 2 working days on weekends.
- 6.** MJA Marketing Ltd will only commence work on a Project after receipt of 50% or 100% of the quoted Project fee from the Client, unless agreed otherwise. The size of the initial payment is dependant on the service the client has signed up for.
- 7.** All invoices provided by MJA Marketing Ltd must be paid by the client within 7 days of receipt
- 8.** MJA Marketing Ltd must receive cancellation of all services offered by us in writing via email at getintouch@marketingbymja.co.uk or posted to the following address.

MJA Marketing Ltd
Ground Floor
2 Woodberry Grove
London
N12 0DR

Work pattern and communication

9. Communication and works provided by MJA Marketing will be carried out on Business days only, unless agreed otherwise.

‘Business Day’ means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Search Engine optimization and Google Adwords campaign optimisation

10. The cost paid to MJA Marketing Ltd for SEO packages is for Search Engine Optimization and link building.

11. For run on SEO contracts, MJA Marketing Ltd need 2 months notice if you wish to cancel your SEO Package. If you would like to cancel a 6 or 12 month SEO contract, you will have to pay 50% of the fees for the remaining time left in your contract.

12. MJA Marketing Ltd cannot be held responsible for anything adversely affecting the Client's business operation, sales, or profitability that might be claimed is a result of SEO services offered by MJA Marketing Ltd

Web Design, logo design and Business stationery design

13. Any resemblance in art work to an existing design will be merely a coincidence and MJA Marketing Ltd will not accept any responsibility or claim of any compensation in such a case. It is the client's responsibility to get their art work copyrighted.

14. MJA Marketing Ltd will rely on the brief received from the client, to carry out the work requested. The client must ensure that they provide MJA Marketing Ltd with all information necessary to carry out the work they are requesting.

15. In any event, any deposited funds for a project shall not be subject to refund after delivery of the initial design concepts are approved, or a change is requested unless MJA Marketing Ltd cancels or terminates your Contract for a reason other than your breach or non-performance.

16. Any design projects can be cancelled within 24 hours of the order being placed, at no cost. After 24 hours of an order being placed, If the order is cancelled there will be a cancellation fee of £34.99

17. Cancellation of orders within 16 hours and 24 hours of delivery service is subject to a minimum Administration Fee of £150.00. Where order value is less than £150.00, the order value will be deemed as the Administration Fee.

18. If your order is a combo packages, the refund offers above become void and refund will be applicable the same as it is on the single packages. For example, if you order a logo and web design service and approve the logo, you can claim refund for the website service at the time of initial design only. All refunds are subject to a minimum operational fee. A refund request will need to have a valid reason which must be qualified against the design brief and customer feedback for revisions. Unless a concept has not been designed according to the brief, a refund will not be given however further revisions will be provided until complete satisfaction.

19. All artwork associated with your project belongs to MJA Marketing Ltd, we reserve the right to use all artwork except your final version for promotional material or however we choose to use it.

Marketing

20. The works to be carried out by MJA Marketing Ltd shall be as set out in the Marketing brief which will be provided to the client by MJA Marketing Ltd.

21. MJA Marketing Ltd will not carry out work on a commission basis but will charge a basic hourly rate which will be discussed and agreed between MJA Marketing Ltd and the client.

22. The hourly rate paid to MJA Marketing Ltd does not include materials or resources which will be used during the marketing campaign.

23. The client must pay all external costs involved with the Marketing projects, prior to the project beginning.

24. MJA Marketing Ltd shall prepare an estimate of charges and external costs for projects in advance and make reasonable endeavours to comply with the estimate
25. MJA Marketing Ltd may, by agreement in advance, provide a fixed quote for any project. The price quoted shall be reasonably varied if The Client makes additional demands, or the project definition or other circumstances change subsequent to the quote

Marketing Packages

25. The marketing packages will provide new and small businesses with customised marketing advice and strategies as well as implementation.
26. Marketing packages costs can be found here: <http://www.marketingbymja.co.uk/home/marketing-services-and-packages>
27. The 30 day constant contact agreement is subject to availability
28. All Marketing packages can be cancelled 24hours after the order is placed, with a £25 cancellation fee, after 24 hours a refund is no longer possible.

Ownership; Right to Use

29. Web Site and Service Generally. Except as expressly contemplated under these Terms and Conditions, as between MJA Marketing Ltd and you, MJA Marketing Ltd will own all right, title and interest in and to all copyright, trademark, service mark, patent, trade secret or other intellectual property and proprietary rights in and to the Web Site and Service, in all media now known or later, to the fullest extent provided under international law. You shall not remove, conceal or alter any copyright notice, by line information, disclaimer, restriction or other notice on the Web Site or any portion thereof. You shall not use or permit any third party to use the name, trademarks, trade names, or trade dress of MJA Marketing Ltd, including "MJA Marketing Ltd", without the prior written consent of MJA Marketing Ltd, as determined in its sole discretion, for each such use.

30. Creative and Response Briefs. Upon submission of a Creative or Response Brief or any other information or media provided by you in connection with your use of the Service (collectively, the "Client Information"), MJA Marketing Ltd and its agents shall have all rights and licenses necessary to use such Client Information for the purpose of obtaining Responses and for archival purposes. Each Member to whom your project is made available has the right to review and display the relevant Term Sheet for purposes of preparing a Response.

31. Rights of Clients. Subject to your compliance with these Terms and Conditions, you shall own the final the Response composition provided to you by MJA Marketing Ltd (the "Final Product"). You shall not, however, own any materials, media or other content generated during any revision cycles leading up to the Final Product, and MJA Marketing Ltd expressly reserves all right, title and interest in and to the same. You acknowledge and hereby grant to MJA Marketing Ltd a royalty-free, irrevocable exclusive worldwide right to use Creative and Revision Briefs, individual Responses provided to you, and Final Product for internal and archival purposes, and in order to display and promote the MJA Marketing Ltd service. MJA Marketing Ltd retains the rights to all artwork concepts and other content not selected by you. You acknowledge that your ownership rights under these Terms and Conditions are limited to the Final Product, and that no trademarks or service marks in or to any Final Product are being conveyed under these Terms and Conditions. You hereby acknowledge that MJA Marketing Ltd shall have no obligation or duty to perform trademark, service mark or copyright searches or inquiries, or the like, in order to validate the propriety or legality of the Final Product. Accordingly, you are encouraged to perform your own independent searches with regard to the Final Product. Furthermore, you acknowledge that MJA Marketing Ltd shall have no responsibility or obligation of any kind to assist you in seeking state or federal intellectual property protection (i.e., without limitation, trademark or copyright registration) for the Final Product, nor shall MJA Marketing Ltd be responsible for otherwise assisting you in any way in your attempt to perfect your rights in or to the Final Product.

32. MJA Marketing Ltd reserve the right to change or edit our Terms and Conditions as often as we would like, it is the clients responsibility to review it often. MJA Marketing Ltd will not be held responsible for any misunderstandings due to the client not being aware of a change in the terms and conditions.