



Service Agreement

www.ivymarketing.co.nz
Phone/Fax: +643 3479481
ivymarketingnz@gmail.com

Client Details:

Company Name:.....

Authorised Contact Person: Role:

Postal Address:

.....

Telephone Details:..... Preferred Method of Contact:

Email Details:

Key Parameters:

Requested Commencement Date (and Completion Date, if applicable):

*Please note – we will do our best to accommodate your requested start time, however we reserve the right to change the commencement date if our schedule is prebooked. If this occurs, we will contact you to confirm a suitable date to begin.

Focus and Anticipated Outcomes:

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Service Options and Fees:

Our service pricing is tailored to suit your requirements. Please select which of the following option/s suits your needs, note that all pricing options provided are **excluding** GST.

☐ **Casual Contract** – (for short term assignments/one-off projects) **daily rates apply:**\$389.00

Or:

Ongoing Sales Contract – (four week minimum assignment) **weekly rates below:**

☐ Standard Package\$750.00

☐ Accelerated Package\$1125.00

Or:

Annual Sales Contract (fixed term – 12 months)

☐ Standard Package (\$657.59pw/52wks)\$34,200pa

☐ Accelerated Package (\$986.54pw/52wks)\$51,300pa

And/or:

☐ **Consultancy/Sales Management**POA

(Approved outline attached including pricing of specific service requirements as agreed)

And/or:

☐ **Training Seminar** (minimum five attendees – held on site unless requested otherwise) \$90pp ☐

Please list your Seminar Focus or Key Objectives to be covered, and details of attendees:

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Terms of Engagement

1. Our Services and Obligations to you

1.1. We provide a range of services, including marketing, training and consulting, as detailed on page one.

2. Guarantees

2.1. We guarantee that we will meet the specifications of your chosen package. If this is a Standard Package, we guarantee you we will initiate a minimum of 100 contacts in any contracted week. If this is an Accelerated Package, we guarantee you that we will initiate a minimum of 150 contacts in any contracted week. Further, we also promise to deliver a quality, transparent service, with regular reporting, communication and feedback.

3. Reporting and Communication

3.1. Because we are working so closely with your business, it is essential that we give you updates of progress and report to you regularly. When we are providing marketing services to you, we will send a weekly summary of progress. We will contact you immediately should we feel it is necessary or of benefit to your business to do so. Likewise, it is essential that you keep us updated of any marketing or promotional activities you are involved with, pricing changes, new products or services developed, updates or other relevant information.

4. Exclusivity

4.1. Ivy Marketing Ltd will not operate another conflicting assignment or campaign for the duration of the project as outlined in this completed Service Agreement. By 'conflicting' this means we will not market any product/service that is the same or confusingly similar nature as we are promoting for you. If we consider that there is potential for conflict, we will discuss this with you. If you have multiple products or services, you may select up to three core products/services to hold the exclusivity clause in any one campaign.

If applicable, please state these here: _____

5. Confidentiality

5.1. Ivy Marketing Ltd and the Company involved enter into a confidential agreement. Both parties agree that information of a confidential, or commercially sensitive nature may be exchanged in the course of the project and the parties each agree not to disclose any such information to any third party, or use the information for any purpose other than for the benefit of the disclosing party for the duration of the contract and for a reasonable period of time thereafter..

6. Ownership of Database/CRM data

6.1. We will create an individually tailored database or basic Customer Relationship Management system (or "CRM") for you, utilising a Google (or other cloud provider) framework, as part of our campaign. We will use this database/CRM for reporting and recording of all information acquired by customers during the course of your campaign and ownership of the data contained in this database/CRM is retained by you, even after termination of our services. We will provide you with administrative access to this database/CRM during the course of the assignment; and full access and ownership upon completion of our contract, or earlier with our agreement.

7. Our Liability and Governing Law

7.1. Ivy Marketing Ltd shall be limited to the value of the agreement that we enter into with you. Any and all agreements that we enter into will be governed by and interpreted in accordance with the laws of New Zealand whose courts will have exclusive jurisdiction in all related matters.

8. Payment and Invoicing

8.1. On acceptance of this application, an invoice will be issued.

8.2. This initial fee (of one weeks' service charges according to your indicated package, **or** the agreed Training Seminar/Consultation cost) is required prior to commencement.

8.3. For marketing services, payment is required weekly in advance, or monthly upon successful completion of appropriate credit checks. Training Seminars and Consulting fees are payable within seven days of issue of invoice, unless otherwise arranged.

9. Recovery of fees and Overdue Accounts

9.1. We reserve the right to stop working on your behalf when fees are overdue. We also reserve the right to charge interest and fees associated with recovering debt on any overdue accounts (collection and/or legal, and/or the cash overdraft rate of ANZ Bank as applicable).

10. Termination

10.1. Terminations of contract must be made in writing to Ivy Marketing Ltd.

10.2. Termination of *Casual* services will incur one weeks' fees, (as defined on page one) even if cancellation is received prior to commencement, due to the time input Ivy Marketing invests in creating your campaign.

10.3. Termination of *Ongoing* services (as defined on page one) require a minimum of four weeks' notice, or will require four weeks' fees in lieu of notice period.

10.4. *Annual* contracts (as defined on page one) are for a fixed term and may not be terminated (by you) with notice, so please ensure you are able to commit to the full term, prior to signing an annual account with us. To recognise this commitment, Ivy Marketing Ltd not only locks in the current rates at time of signing, but also provides our annual customers with a discount of 5% off the set rates.

10.5. Cancellations of any confirmed training seminars or consulting sessions with a minimum of eight weeks' notice will receive 100% refund of fees; four weeks' notice will receive 50% refund of fees; cancellations received less than four weeks from booked date will remain fully payable; however, we will do our best to accommodate postponement requests as reasonably practicable.

11. General

10.1 We reserve the right to postpone or cancel the agreement if any of the above terms are not being met.

Terms of Engagement – Continued..

Acceptance of Terms:

I, _____, have carefully read and agree to the Terms of Engagement as outlined on page two of this agreement, and, by signing below, confirm that I am an Authorised Representative of the Company, and able to make such decisions:

Name: _____

Signature: _____

Date Signed: _____

For Ivy Marketing: _____

Date: _____

