



Terms & Conditions

Credit, Accounts & Payment Policy

Credit checks

At our discretion, all new clients, including, but not limited to, individuals, registered businesses,

companies and organisations, may be subject to a credit check and risk assessment from our credit reporting agency.

Accounts

At our discretion, and generally informed by the scope of the work we will undertake for you, we may ask you to complete an account application.

Deposits and pre-payments

From new clients we may require a deposit of 50% of the total amount on our quote before we commence your job.

Subscription and retainer payments

All recurring payments for ongoing services are due in advance for the following month's services.

Balance payments

The balance plus Sundries and any extra charges (eg for Changes) are payable COD unless alternative trading terms have been agreed. For existing clients with a good payment history our payment terms are generally extended to 28 days from the date of our invoice.

Late payment

If you are unable to pay an invoice by the due date please contact us before this date to make a

payment arrangement. If an invoice is not paid by the due date and no payment arrangement has been made we will list the default with our credit reporting agency and may commence legal action.

Credit card surcharges

If you make a payment to us by credit card, Visa Debit card or Debit Mastercard, we may pass on a payment processing surcharge of 1.9% per transaction.

Debt recovery and charges

Debt recovery charges will be levied against accounts whose outstanding invoices are passed onto our debt collection agency.

The following stepped commission rates plus GST apply per debt:

- First \$10,000 collected per debt – 20%
- \$10,000.01 to \$25,000 – 15%
- \$25,000.01 to \$75,000 – 10%
- \$75,000.01 and over – 5%

Example: If a debt of \$15,000 is collected the charge is \$10,000 x 20% (\$2,000) then 15% for the remaining \$5,000 (\$750). The debt recovery charge of \$2,750 + GST will be added to your outstanding debt of \$15,000.

Delivery Policy

WHEN will your design or development job commence?

Design and development services will be scheduled to commence within 5 business days of receiving your payment deposit.

WHEN will your ongoing service commence?

Ongoing services, such as retainers and subscription programs, will commence within 5 business days of receiving your initial payment.

WHEN will your paid advertising or media appear?

Your paid advertising and media will commence and/or appear on the date indicated on your Booking Authority form provided to you at the time of booking.

Refunds & Cancellation Policy

WHAT can be cancelled?

You may request to cancel an order for a service from us at any time.

In accordance with Australian consumer law, we are not obliged to cancel a service contract or offer a refund if the reason for cancelling the service is outside our control, if you change your mind, or if you insist on having a service provided in a particular way which is against our advice.

The amount that may be refunded to you, if any, will depend on the amount of work undertaken to date, the type of service, the billing cycle, and when you notify us of the cancellation request.

WHAT can be refunded?

You may be eligible for a full refund of pre-payments made for design and development services if your job has not commenced.

You may be eligible for a partial refund of pre-payments made for design and development services that have commenced.

You may be eligible for a partial or full refund of pre-payments for advertising and media bookings if your booking fits within the cancellation policy guidelines of the relevant third party publisher with whom your booking is held.

Refunds are not offered on retainer or subscription services.

WHEN do you need to notify us of a cancellation?

Cancellation requests for design and development services must be received at least 48 hours before your request can be processed. Work undertaken, or scheduled to be undertaken within 48 hours of your cancellation request, as well as any contractual obligations made to third party suppliers on your behalf, may be considered as work carried out when calculating any refund owing to you.

Cancellation requests for paid advertising and media services are generally required to be received 90 days prior to date of publication. Exact timing will be indicated on your Booking Authority, and is directly informed by the cancellation policy of the media publisher.



Cancellation requests for a retainer and subscription services must be received at least 10 business days before the next billing cycle.

HOW to request a cancellation or refund?

To request a cancellation and/or refund of your service, you should contact us at welcome@madisonavenue.net.au or phone +61 414 419 486 to advise of the reason for cancellation.

WHEN and WHERE will you receive your refund?

If your cancellation request is accepted and a refund is owed to you, it will be refunded into the same account or card that was used to make the original payment to us. This refund process may take up to 20 business days to process and show in your account.

Privacy Policy

This privacy policy sets out how we use and protect any information that you give us when you use our website

We are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

We may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

What we collect

We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical,

electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible at the above address. We will promptly correct any information found to be incorrect.