



Service Delivery Policy

Defining the terms, processes, and protections governing our service delivery and client responsibilities.

Company Address: 51 Bracken Road, Sandyford, D18 CV48, Ireland
Office Address: 41 Iffley Rd, London W6 0PB



Service Delivery Policy

1. Introduction

This Service Delivery Policy ("Policy") is issued by Midas Marketing, a company operating under a different trading name to Francis & Crowe Limited registered in the Republic of Ireland, with a CRN of 779689, with its base of operations in London, UK. This Policy governs the operational and procedural aspects of service delivery to clients and is provided as a guide to outline our terms, procedures, and responsibilities. This Policy is linked to the "Summary of Work" document ("SOW") as well as all invoices issued for each project and is binding for all services rendered.

1.1 This Policy is subject to updates, and the latest version will always be available via the provided link in the SOW and invoices.

1.2 Business Services Basis: All services provided by Midas Marketing are supplied strictly on a business to business basis. The Client confirms that it is entering into this Policy, any associated SOW and invoice in the course of business. Consumer protection legislation does not apply to the services provided under this Policy.

2. Scope of Services

Midas Marketing provides services that include, but are not limited to:

- Search Engine Optimisation (SEO)
- Pay-Per-Click (PPC) Campaigns
- Content Creation
- Paid Advertising
- Social Media Management
- Web Design and Development
- App Design and Development
- Branding
- Consultancy Services

The detailed scope, pricing, and timeline for each project will be outlined in the respective SOW, and this Policy will apply to all services provided by Midas Marketing.

3. Payments & Billing

3.1 Payment Schedule: All payments must be made according to the terms outlined in the SOW. Failure to comply with these terms may result in delays, withholding of services, or termination of the project at the Agency's discretion.

3.2 Invoices: Invoices are issued as per the agreed schedule in the SOW. Payment terms are 7 days from the invoice date unless otherwise stated in the SOW.

3.3 Late Payments: In case of late payments, Midas Marketing reserves the right to:

- Charge interest at a rate of 8% per annum above the European Central Bank's base rate.
- Suspend services until the outstanding payment is cleared.
- Terminate the project after providing written notice if the payment delay exceeds 30 days.

3.3.1 Suspension of Services: Midas Marketing reserves the right to suspend services without liability where invoices remain unpaid beyond the agreed payment terms. Service suspension does not waive the Client's obligation to settle outstanding balances.

3.4 Projects may require an upfront payment before work begins, and will be detailed in the SOW via a price breakdown. These payments are non-refundable once the project has commenced.

3.5 All payments made to Midas Marketing are non refundable. Refunds will not be provided for any services, fees, retainers, or project payments once invoiced or paid. Any refund, partial or otherwise, may only be issued at the sole discretion of Midas Marketing and does not constitute an obligation, entitlement, or precedent for future refunds.

3.6 Payment Disputes and Chargebacks: The Client agrees to raise any payment disputes in writing before initiating a chargeback or payment reversal. Chargebacks raised without prior written notice may be treated as non payment under this Policy and may result in service suspension or termination.

4. Service Delivery & Client Responsibilities

4.1 Project Timelines: Midas Marketing will make all reasonable efforts to meet the delivery timelines outlined in the SOW. However, timelines may be adjusted due to unforeseen circumstances, and the Client will be notified of any changes.

4.1.1 No Guaranteed Outcomes: Midas Marketing does not guarantee specific results, performance metrics, rankings, revenue outcomes, or commercial success. The Client acknowledges that outcomes may be influenced by factors outside the Agency's control, including third party platforms, algorithms, market conditions, and Client provided materials.

4.2 Client Cooperation: The Client is responsible for providing the necessary materials, access, and approvals in a timely manner. Delays on the Client's part may result in project delays for which Midas Marketing is not responsible.

4.2.1 Client Caused Delays: Where project delays arise due to the Client's failure to provide materials, approvals, access, or feedback within reasonable timeframes, Midas Marketing shall not be held responsible for missed deadlines. Delivery timelines may be paused or revised accordingly without penalty.

4.3 Scope Creep: Any additional work requested by the Client that falls outside of the agreed scope of work as detailed in the SOW will be considered an additional service and will be billed accordingly.

4.4 Work Location Flexibility: Midas Marketing reserves the right to carry out work from any location they see fit, provided it does not interfere with the company's ability to deliver work to the Client on time and with a high standard of quality.

4.5 Changes to Scope or Services: Any changes to the agreed scope of work, timelines, deliverables, or service requirements must be agreed in writing by both parties. Approved changes may result in adjustments to pricing, delivery schedules, or resource allocation and will be documented as an update to the SOW or issued as a separate written agreement.

4.6 Subcontractors and Tools: Midas Marketing may engage subcontractors and utilise third party tools or platforms where reasonably required to deliver the services, provided this does not materially reduce service quality or confidentiality obligations.

5. Intellectual Property Rights

5.1 Ownership of Deliverables: All final deliverables created by Midas Marketing as part of the service will be transferred to the Client upon full payment of the project fees outlined in the SOW.

5.2 Retention of Ownership: Midas Marketing retains ownership of any proprietary tools, methodologies, software, or processes used during the execution of the project.

5.3 Use of Work in Portfolio: Midas Marketing reserves the right to display the work completed for the Client in its portfolio or marketing materials, unless explicitly prohibited in writing by the Client.

6. Termination & Dispute Resolution

6.1 Termination: Either party may terminate the relationship by providing 30 days' written notice. Upon termination, the Client will be responsible for payment of all work completed and delivered up to the effective termination date.

In addition, where termination occurs under the 30 day notice period, the Client will be required to pay a termination fee equal to 10% of the remaining contract value. This amount shall be payable within 14 days of the termination date.

Alternatively, either party may terminate the agreement by providing 14 days' written notice. Where termination occurs under this 14 day notice period, no termination fee shall apply. In such cases, the Client will only be responsible for payment of work completed and delivered up to the effective termination date, with no additional fees, penalties, or expenses payable.

6.2 Breach of Policy: Midas Marketing reserves the right to terminate any project immediately in case of a material breach of this Policy or the terms set out in the SOW, including failure to make payments.

6.3 Dispute Resolution: Any disputes arising from this Policy or the SOW shall be governed by and construed in accordance with the laws of England and Wales. The parties agree to attempt mediation in good faith prior to commencing legal proceedings. Any mediation shall be non binding and shall not prevent either party from pursuing legal remedies if the dispute is not resolved. The courts of England and Wales shall have exclusive jurisdiction.

6.4 Survival: Clauses relating to payments, intellectual property, confidentiality, liability, indemnity, dispute resolution, and governing law shall survive termination of the agreement.

7. Confidentiality

7.1 Non-Disclosure: Midas Marketing agrees to keep all sensitive Client information confidential and to use such information solely for the purpose of delivering services.

7.2 Third-Party Access: Midas Marketing will not disclose or share Client information with any third party without prior written consent, except when required by law or necessary for the execution of services (e.g., subcontractors).

8. Liability & Indemnity

8.1 Limitation of Liability: Midas Marketing shall not be liable for any indirect, incidental, special, or consequential damages arising from the services provided. The Agency's total liability for any claim shall not exceed the amount paid by the Client under the relevant SOW.

8.1.1 Excluded Losses: Midas Marketing shall not be liable for loss of profits, loss of revenue, loss of data, loss of business opportunity, or business interruption, whether direct or indirect, arising from the provision of services.

8.2 Force Majeure: Midas Marketing is not responsible for delays or failure to perform due to circumstances beyond its control, such as natural disasters, pandemics, government restrictions, or other unforeseeable events.

8.3 Indemnification: The Client agrees to indemnify and hold harmless Midas Marketing, its officers, directors, employees, and agents from any claims, damages, liabilities, and costs arising out of the Client's breach of this Policy or violation of any third-party rights.

9. Data Protection & Privacy

9.1 Compliance with Laws: Midas Marketing complies with all relevant data protection regulations, including GDPR. Personal data collected will only be used in accordance with our Privacy Policy, available on our website.

9.2 Data Retention: Midas Marketing will retain the Client's data for the duration of the project and as required for compliance with legal or regulatory obligations.

10. Mode of Work

10.1 Our mode of work defines the standard approach and operating hours for service delivery. We operate Monday to Friday, 9:30am to 5:00pm (UK time). Outside of these hours we are not obligated to respond to communications or engage in project work. On occasion, and at our sole discretion, we may agree to provide support outside these hours to meet critical deadlines or provide additional assistance. Such arrangements are exceptional, voluntary and should not be considered standard practice or expected as part of our service.

11. Policy Changes

11.1 Midas Marketing reserves the right to update or amend this Policy at any time. Clients will be notified of any significant changes, and the most up-to-date version will always be accessible via the link provided in the SOW and monthly invoices.

11.2 Entire Agreement: This Policy together with the applicable SOW constitutes the entire agreement between the parties in relation to service delivery. In the event of any conflict, the terms of the SOW shall take precedence.

12. Contact Information

For any inquiries regarding this Policy, please contact Midas Marketing at:

Address: 51 Bracken Road, Sandyford, D18 CV48

Email: shomari@midasmarketing.co

Phone: +44 7359 513163

By engaging with Midas Marketing, receiving a "Summary of Work" document or paying an invoice, the Client agrees to the terms and conditions outlined in this Service Delivery Policy.



EST. 2018



CONNECT WITH US

+447359513163 | info@midasmarketing.co

FOLLOW US ON SOCIAL MEDIA

Instagram: [@midasmarketing.co](https://www.instagram.com/midasmarketing.co)

LinkedIn: [Midas Marketing](https://www.linkedin.com/company/midas-marketing)

Facebook: [facebook.com/midasmarketing.co](https://www.facebook.com/midasmarketing.co)

OUR LOCATION

41 Iffley Rd, London W6 0PB
51 Bracken Road, Sandyford, D18 CV48